

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. All visitors will be required to wear a mask. 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 18, 2020  
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) Update from County Health Officer
  - b) County Road 1 rezoning

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 10, 2020
- b) Approval of the minutes of the work session of November 10, 2020
- c) Approval of the schedule for the week November 23, 2020
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to distribute funds to the historical societies and museums as directed by the Board.
- b) Consider a motion to approve Resolution 2020-39, adopting by reference certain residential building codes to be applied in the unincorporated area of Leavenworth County, Kansas.
- c) Consider a motion to approve Resolution 2020-46, adoption of Professional Development Fees and amendments to the Planning and Zoning Fee Schedule.
- d) Consider a motion to approve a temporary special use permit for King's Construction for a borrow/crushing/storage area for the Eisenhower Road improvement project.
- e) Consider a motion to approve the contract agreement for the construction of the Eisenhower Road sales tax project to King's Construction in an amount not to exceed \$6,178,421.55.
- f) Consider a motion to release the 10% retainage for dust abatement group 2.
- g) Consider a motion to approve an agreement for maintenance of roads in cities for Leavenworth County and the city of Linwood.

h) Consider a motion to approve the bid from Halco Construction Equipment for a shoulder machine in an amount not to exceed \$31,914.00.

i) Consider a motion to accept the Fall 2020 Cost Share Program Award for 158<sup>th</sup> Street Roadway Safety Improvement project for FY2022 in the amount of \$900,000.00.

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

**11:30 a.m. WORK SESSION ON THE EASTERN GATEWAY BRIDGE PROJECT**

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, November 16, 2020

9:00 a.m. Board of County Canvassers – November 3, 2020 Election

## Tuesday, November 17, 2020

8:00 a.m. Workforce Partnership meeting via Zoom

## Wednesday, November 18, 2020

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

11:30 a.m. Work session to discuss the Eastern Gateway Bridge project

## Thursday, November 19, 2020

## Friday, November 20, 2020

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

# Memo

**To:** Board of County Commissioners  
**From:** Krystal A. Voth  
**cc:** Mark Loughry  
**Date:** November 18, 2020  
**Re:** County Road 1 Rezoning

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On October 16, 2019 Resolution 2019-27, a resolution to consider rezoning the County Road 1 Corridor in conformance with "Future Land Use Map A" was brought before the Board of County Commissioners. At that time, The Board of County Commissioners instructed Staff to update the Zoning and Subdivision Regulations, including updating Article 19 – Table of Uses in order to add the proposed zoning districts to the Subdivision Regulations. Additionally, during that time, the County was fully-engaged in the public outreach segment of the Leavenworth County Comprehensive Plan. The Board of County Commissioners concluded that the County Road 1 Rezoning should be postponed until the completion and adoption of the Comprehensive Plan and the updated Table of Uses.

As of today, both items have been completed. The comprehensive plan adopted by the board adopted the rezoning of the corridor as being appropriate under the land use plan. Therefore, Staff is requesting direction from the Board regarding the processing of the County Road 1 Rezoning. Staff offers the following options for the Board to consider

1. Set a date certain for the Board to consider the adoption of the County Road 1 Rezoning as originally presented and recommended by the Planning Commission. The date of the meeting should be on or after December 16 in order to allow Staff to publicly notify affected land owners. This notice is recommended due to the passing of more than 12 months since the last hearing on the rezoning;
2. Modify the proposed rezoning which will require the matter being returned to the Planning Commission. Remanding this item to the Planning Commission will result in the process of rezoning starting over with a public hearing required and mailed and published notice being made to the statutorily designated property owners.

3. Abandon the rezoning effort in its entirety and allow any rezoning in the corridor to occur on the initiative of the individual property owners.

Staff recommends the Board proceed with Option One. This option will allow affected property owners to be duly notified while also allowing the Board of County Commissioners to proceed with the rezoning in a timely manner and in accord with the recently adopted comprehensive plan of the county.

\*\*\*\*\*November 10, 2020 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Tuesday, November 10, 2020. Commissioner Culbertson, Commissioner Schimke and Commissioner Stieben are present; Commissioner Kaaz is present by phone; Commissioner Smith is absent; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: John Matthews, Joe Herring

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben stated that statute K.S.A. 19-507, 19-506 and 19-506(b) that allows the Board of County Commissioners to have authority over the auditing of the Treasurer's Office.

Mark Loughry will speak with the Sheriff to make sure the audit is very detailed with the proposed fees.

*A motion was made by Commissioner Stieben and seconded by Commissioner Schimke to accept the consent agenda for Tuesday, November 10, 2020 as presented.*

*Motion passed, 4-0.*

Bill Noll presented Resolution 2020-45, amending the gravel road dust control program and the dust control request form.

*A motion was made by Commissioner Schimke and seconded by Commissioner Stieben to approve Resolution 2020-45, gravel road dust control policy and dust control request form.*

*Motion passed, 4-0.*

*A motion was made by Commissioner Schimke and seconded by Commissioner Stieben that the Board recess for a closed executive meeting for the discussion of a subject involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that the Board resume open meeting at 9:40 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Culbertson, Kaaz, Schimke and Stieben, Senior County Counselor David Van Parys and County Administrator Mark Loughry.*

*Motion passed, 4-0.*

The Board returned to regular session at 9:40 a.m. No decisions were made and the subject was limited to attorney/client privilege.

*A motion was made by Commissioner Schimke and seconded by Commissioner Stieben that the Board recess for a closed executive meeting for the discussion of a subject involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that the Board resume open meeting at 10:00 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Culbertson, Kaaz, Schimke and Stieben, Senior County Counselor David Van Parys and County Administrator Mark Loughry.*

***Motion passed, 4-0.***

The Board returned to regular session at 10:00 a.m. No decisions were made and the subject was limited to attorney/client privilege. No action was taken.

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

***Motion passed, 4-0.***

The Board returned to regular session at 10:40 a.m. No decisions were made and no action was taken. Subject was limited to attorney/client privilege.

***A motion was made by Commissioner Stieben and seconded by Commissioner Schimke to authorize the County Administrator to engage outside counsel as needed.***

***Motion passed, 4-0.***

Commissioner Stieben indicated the CARES Act Committee will be meeting today.

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

***Motion passed, 4-0.***

The Board adjourned at 10:42 a.m.



\*\*\*\*\*November 10, 2020 \*\*\*\*\*

The Board of County Commissioners met in a work session on Tuesday, November 10, 2020. Commissioner Culbertson and Commissioner Schimke are present; Commissioner Kaaz and Commissioner Stieben are present by phone; Commissioner Smith is absent; Also present: Mark Loughry, County Administrator; David Van Parys, Janet Klasinski, County Clerk; Stacy Driscoll, Register of Deeds,

A work session was held to discuss elected officials versus appointed department heads.

There was not support from the Board to move forward with a work session.

The Board ended the work session at 11:38 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 23, 2020**

**Tuesday, November 24, 2020**

**Wednesday, November 25, 2020**

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

**Thursday, November 26, 2020 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING**

**Friday, November 27, 2020 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING**

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: 11/07/2020 END DATE: 11/13/2020

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	316599	90043 AP	11/13/2020	0-001-5-07-360	ACCT 132: MEMORIAL PROG CRPL A	321.00	
1705	AIS SPECIALTY PRODUC	AIS SPECIALTY PRODUCTS INC	316600	90044 AP	11/13/2020	0-001-5-32-391	C22599 COIL CLEANER (JC)	695.09	
1523	BOB BARKER	BOB BARKER CO INC	316603	90047 AP	11/13/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	1,050.00	
1523	BOB BARKER	BOB BARKER CO INC	316603	90047 AP	11/13/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	811.20	
							*** VENDOR 1523 TOTAL		1,861.20
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	316606	90050 AP	11/13/2020	0-001-5-05-201	EMS MEDICAL DIRECTOR	1,250.00	
16080	GT DISTRIBUTORS	GT DISTRIBUTORS	316608	90052 AP	11/13/2020	0-001-5-07-356	009074 ACTION TARGETS-RANGE, A	1,748.00	
16080	GT DISTRIBUTORS	GT DISTRIBUTORS	316608	90052 AP	11/13/2020	0-001-5-07-356	009074 ACTION TARGETS-RANGE, A	40,125.47	
							*** VENDOR 16080 TOTAL		41,873.47
19139	HEARTLAND	HEARTLAND TOW INC	316609	90053 AP	11/13/2020	0-001-5-07-213	TOW UNIT 112	146.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	316611	90055 AP	11/13/2020	0-001-5-11-208	RSVP8/CO ATTY SHREDDING	20.00	
1525	JAY'S UNIF	JAY'S UNIFORM	316612	90056 AP	11/13/2020	0-001-5-05-350	EMS UNIFORM PANTS	128.10	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	316615	90059 AP	11/13/2020	0-001-5-09-203	2021 LEXISNEXIS REMOTE ACCESS	150.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	316615	90059 AP	11/13/2020	0-001-5-09-203	2021 LEXISNEXIS REMOTE ACCESS	150.00	
							*** VENDOR 148 TOTAL		300.00
537	LEAV TIMES	LEAVENWORTH TIMES	316616	90060 AP	11/13/2020	0-001-5-19-217	ACCT 172:LEGAL NOTICE 2019JC07	65.90	
537	LEAV TIMES	LEAVENWORTH TIMES	316616	90060 AP	11/13/2020	0-001-5-49-341	ACCT 388:ELECTION NOTICE - LAN	11.90	
							*** VENDOR 537 TOTAL		77.80
9485	MED-TECH RESOURCE IN	MED-TECH RESOURCE INC	316618	90062 AP	11/13/2020	0-001-5-05-381	EMS RESUSCITATOR BAG MASKS	622.51	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	316619	90063 AP	11/13/2020	0-001-5-02-304	OPL303_K COPIER MAINT	2.08	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	316619	90063 AP	11/13/2020	0-001-5-49-341	OPL303_K COPIER MAINT	104.70	
							*** VENDOR 2059 TOTAL		106.78
2666	MISC REIMBURSEMENTS	SKYLER MARTYNOWSKI	316620	90064 AP	11/13/2020	0-001-5-49-341	GENERAL ELECTION	100.00	
2666	MISC REIMBURSEMENTS	ISABELLE KING	316621	90065 AP	11/13/2020	0-001-5-49-341	GENERAL ELECTION	100.00	
							*** VENDOR 2666 TOTAL		200.00
1827	MURRAY TILLOTSON & B	MURRAY TILLOTSON & BURTON	316622	90066 AP	11/13/2020	0-001-5-09-231	JORDAN PEMBLE:VARIOUS CINC CAS	1,117.90	
632	RWD 8	RURAL WATER DIST NO 8	316624	90068 AP	11/13/2020	0-001-5-53-219	WATER SVC NOX WEED	125.43	
49	ST LUKES	ST LUKES HOSPITAL	316627	90071 AP	11/13/2020	0-001-5-07-219	INMATE MEDICAL BILL	33.18	
6575	STERICYCLE	STERICYCLE, INC	316628	90072 AP	11/13/2020	0-001-5-07-359	CUST 2237623 MEDICAL WASTE REM	240.55	
25646	SUNFLOWER	SUNFLOWER EMBROIDERY LLC	316629	90073 AP	11/13/2020	0-001-5-05-350	EMS UNIFORM EMBROIDERY	944.00	
261	TELEFLEX	TELEFLEX FUNDING LLC	316630	90074 AP	11/13/2020	0-001-5-05-381	1239536 FIELD SUPPLIES (NEEDLE	1,115.50	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	316631	90075 AP	11/13/2020	0-001-5-11-210	1000590171 INFORMATION CHARGES	716.42	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	316631	90075 AP	11/13/2020	0-001-5-11-210	1000590171 INFORMATION CHARGES	716.42	
							*** VENDOR 829 TOTAL		1,432.84
6564	WESTHEFFER	WESTHEFFER CO INC	316633	90077 AP	11/13/2020	0-001-5-53-308	7273200 BACK PACK SPRAYER (NW)	99.80	
							TOTAL FUND 001		52,711.15
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22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	316606	90050 AP	11/13/2020	0-108-5-00-280	HEALTH DEPT MEDICAL DIRECTOR/W	1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	316606	90050 AP	11/13/2020	0-108-5-00-280	HEALTH DEPT MEDICAL DIRECTOR/W	300.00	
							*** VENDOR 22543 TOTAL		1,500.00
23163	HEMOCUE AMERICA	RADIOMETER AMERICA INC DIV:HEM	316610	90054 AP	11/13/2020	0-108-5-00-380	29235 CUVETTES	99.00	
23163	HEMOCUE AMERICA	RADIOMETER AMERICA INC DIV:HEM	316610	90054 AP	11/13/2020	0-108-5-00-606	29235 CUVETTES	99.00	
							*** VENDOR 23163 TOTAL		198.00
							TOTAL FUND 108		1,698.00
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173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,345.00	
173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,538.00	
173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,538.00	
173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,538.00	
173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,538.00	
173	LANDMARK DODGE	LANDMARK DODGE INC	316614	90058 AP	11/13/2020	0-115-5-00-408	432486:LVSO 2020 DODGE DURANGO	32,538.00	
							*** VENDOR 173 TOTAL		195,035.00

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 115	195,035.00
24545	CDW GOVERN	CDW GOVERNMENT INC	316605	90049 AP	11/13/2020	0-130-5-00-2	3773122 TONER&IMAGING UNIT CCH	234.35	
								TOTAL FUND 130	234.35
2777	ALFRED BENESCH & CO	ALFRED BENESCH & CO	316557	90042 AP	11/07/2020	0-133-5-00-213	REPL CK 88744 PRO 0130563.00	6,948.00	
								TOTAL FUND 133	6,948.00
25101	CANON U S	CANON U S A INC	316604	90048 AP	11/13/2020	0-138-5-00-203	1865950 COPIER MAINT	8.28	
6377	SHERIFF	LEAV CO SHERIFF	316626	90070 AP	11/13/2020	0-138-5-00-206	JDC REIM TO SHERIFF PHONES,JAN	159.84	
								TOTAL FUND 138	168.12
315	SALDIVAR TERRY	TERRY SALDIVAR	316625	90069 AP	11/13/2020	0-146-5-00-248	JANITOR 725 LAMING 11/13-11/19	400.00	
								TOTAL FUND 146	400.00
10703	TIRE TOWN	TIRE TOWN	316632	90076 AP	11/13/2020	0-160-5-00-207	KS PERMIT 2000 SCRAP TIRES	400.00	
								TOTAL FUND 160	400.00
3356	CUSIP	CUSIP GLOBAL SERVICES	316563	1522 AP	11/09/2020	0-171-5-00-401	11-2 ACCT 126858 COST OF BOND	571.00	
719	LINAWEAVER CONSTRUCT	LINAWEAVER CONSTRUCTION	316564	1523 AP	11/09/2020	0-171-5-04-302	11-3 2020.023 178TH ST TO 10.2	163,405.65	
719	LINAWEAVER CONSTRUCT	LINAWEAVER CONSTRUCTION	316564	1523 AP	11/09/2020	0-171-5-04-302	11-4 2020.023 78TH ST TO 11.7.	57,268.33	
								*** VENDOR 719 TOTAL	220,673.98
196	OLSSON	OLSSON, INC	316565	1524 AP	11/09/2020	0-171-5-05-201	11-1 ON-CALL ENGINEERING SERVI	8,534.80	
								TOTAL FUND 171	229,779.78
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-108	MEDICAL SUPPLIES, TRAVEL, HD S	249.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-108	MEDICAL SUPPLIES, TRAVEL, HD S	115.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-108	MEDICAL SUPPLIES, TRAVEL, HD S	234.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-108	MEDICAL SUPPLIES, TRAVEL, HD S	321.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-108	MEDICAL SUPPLIES, TRAVEL, HD S	2,305.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-131	HOME DEPOT PRO-ELECTROSTATIC S	386.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-145	CO ON AGING PUBLIC HEALTH EXP	58.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-145	CO ON AGING PUBLIC HEALTH EXP	189.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316573	10029 AP	11/10/2020	0-172-5-00-145	CO ON AGING PUBLIC HEALTH EXP	220.80	
								*** VENDOR 648 TOTAL	4,082.28
14001	FAIRMOUNT	FAIRMOUNT TOWNSHIP FIRE DEPT	316574	10030 AP	11/10/2020	0-172-5-00-510	CARES #2	112.68	
14001	FAIRMOUNT	FAIRMOUNT TOWNSHIP FIRE DEPT	316574	10030 AP	11/10/2020	0-172-5-00-510	CARES #2	112.68	
								*** VENDOR 14001 TOTAL	225.36
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	70,138.00	
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	13,742.75	
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	1,388.18	
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	1,437.45	
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	73,674.67	
433	TONGANOXIE	TONGANOXIE CITY	316575	10031 AP	11/10/2020	0-172-5-00-406	COVID DIST #2	2,827.21	
								*** VENDOR 433 TOTAL	163,208.26
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-101	LEAV CO COVID LEAVE/PLATOONING	4,743.54	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-102	COUNTY CLERK'S COVID EXP	447.16	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-102	COUNTY CLERK'S COVID EXP	303.20	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-102	COUNTY CLERK'S COVID EXP	92.86	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-102	LEAV CO COVID LEAVE/PLATOONING	6,139.75	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-102	LEAV CO COVID LEAVE/PLATOONING	3,887.01	
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-103	CO TREASURER - COVID	18.97	

START DATE: 11/07/2020 END DATE: 11/13/2020

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-103	CO TREASURER - COVID	160.93		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-103	CO TREASURER - COVID	7,345.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-103	LEAV CO COVID LEAVE/PLATOONING	52,960.98		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-104	LEAV CO COVID LEAVE/PLATOONING	5,785.27		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	84.77		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	339.08		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	195.60		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	386.95		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	362.17		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	333.16		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	783.80		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	180.15		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	1,055.14		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	926.44		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	98.07		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	932.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	93.50		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	753.54		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	22.76		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	388.80		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	93.32		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	94.16		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	926.30		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	249.46		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	5,428.14		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	1,216.55		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	60.91		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	502.60		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	64.24		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	385.44		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	119.95		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	220.12		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	1,705.40		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	926.44		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	44.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-105	EMS COVID	9.32		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	PLANNING/ZONING/GIS	427.50		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	PLANNING/ZONING/GIS	665.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	PLANNING/ZONING/GIS	167.88		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	PLANNING/ZONING/GIS	100.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	PLANNING/ZONING/GIS	78.29		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	LEAV CO COVID LEAVE/PLATOONING	5,998.19		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-106	LEAV CO COVID LEAVE/PLATOONING	4,749.15		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	23.08		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	43.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	32.04		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	158.72		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	238.08		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	3,465.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	2,467.50		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	236.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	359.90		

START DATE: 11/07/2020 END DATE: 11/13/2020

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	48.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	86.22		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	155.76		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	218.60		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	287.92		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	87.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	431.88		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	719.80		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	109.40		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	58.58		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	174.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	79.44		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	317.76		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	80.10		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	38.79		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	747.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	17.94		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	219.60		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	90.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	43.45		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	26.70		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	42.50		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	3,080.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	79.44		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	40.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	10.68		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	28.74		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-107	SHERIFF - COVID	149.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	249.46		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	11.91		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	28,667.73		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	49.94		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	249.46		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	41.40		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	126.24		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	HEALTH DEPT COVID EXP	99.99		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	REIMB WEX FUEL 9/15/20 PD FROM	236.28		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-108	LEAV CO COVID LEAVE/PLATOONING	3,585.64		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	COUNTY ATTORNEY COVID	12.85		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	COUNTY ATTORNEY COVID	6.50		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	COUNTY ATTORNEY COVID	9.65		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	COUNTY ATTORNEY COVID	11.54		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	COUNTY ATTORNEY COVID	26.99		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-111	LEAV CO COVID LEAVE/PLATOONING	52,542.41		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	5,000.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	1,214.59		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	56.94		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	25,000.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	190.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	10,102.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-114	CTHSE GENERAL COVID	1,060.20		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-126	COMM CORR COVID	252.95		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-126	COMM CORR COVID	33.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-126	COMM CORR COVID	34.99		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-126	COMM CORR COVID	17.37		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-126	COMM CORR COVID	42.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-129	LEAV CO COVID LEAVE/PLATOONING	791.66		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDG & GRNDS COVID EXP	649.87		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDG & GRNDS COVID EXP	35.88		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDGS & GROUNDS COVID EXP	44.85		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDGS & GROUNDS COVID EXP	38.95		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDGS & GROUNDS COVID EXP	798.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	BLDGS & GROUNDS COVID EXP	95.89		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-131	LEAV CO COVID LEAVE/PLATOONING	2,622.17		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	29.40		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	171.36		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	81.03		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	95.28		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	120.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	146.38		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	132.84		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	111.12		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	114.08		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	155.28		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	99.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	ROAD & BRIDGE COVID	117.60		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-133	LEAV CO COVID LEAVE/PLATOONING	17,750.61		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-141	LEAV CO COVID LEAVE/PLATOONING	16,106.90		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	19.74		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	38.79		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	185.30		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	38.79		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	60.65		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	630.38		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	145.05		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	51.24		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	3.66		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	180.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	504.65		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	39.06		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	503.31		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	103.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	1,528.99		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	CO ON AGING COVID	375.00		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-145	LEAV CO COVID LEAVE/PLATOONING	21,729.48		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-153	LEAV CO COVID LEAVE/PLATOONING	1,730.38		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	10.27		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	356.46		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	92.46		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	69.65		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	11.80		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	367.74		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	76.93		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	131.94		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	SOLID WASTE TRANSER STATION CO	63.74		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-160	LEAV CO COVID LEAVE/PLATOONING	4,117.83		
350	TREASURER	LEAV CO TREASURER	316576	10036 AP	11/10/2020	0-172-5-00-195	LEAV CO COVID LEAVE/PLATOONING	1,141.68		
								*** VENDOR	350 TOTAL	331,098.13
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	32,884.30		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	994.22		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	30,065.39		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	15,290.00		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	2,027.25		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	257.06		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	1,763.70		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	4,584.06		
31005	USD 449	USD 449 EASTON	316577	10037 AP	11/10/2020	0-172-5-00-502	CARES DISTRIBUTION - FULL ALLO	15,743.02		
								*** VENDOR	31005 TOTAL	103,609.00
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	119,631.86		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	.00		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	28,684.74		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	8,895.13		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	14,280.38		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	11,025.33		
31002	USD 453	USD 453 LEAVENWORTH	316591	10040 AP	11/12/2020	0-172-5-00-503	CARES REIM-SEPTEMBER EXPENSES	90,992.62		
								*** VENDOR	31002 TOTAL	273,510.06
31001	USD 458	USD 458 BASEHOR-LINWOOD	316578	10038 AP	11/10/2020	0-172-5-00-504	CARES #2 (OCTOBER EXPENSES)	6,228.06		
31001	USD 458	USD 458 BASEHOR-LINWOOD	316578	10038 AP	11/10/2020	0-172-5-00-504	CARES #2 (OCTOBER EXPENSES)	536.65		
31001	USD 458	USD 458 BASEHOR-LINWOOD	316578	10038 AP	11/10/2020	0-172-5-00-504	CARES #2 (OCTOBER EXPENSES)	728.31		
31001	USD 458	USD 458 BASEHOR-LINWOOD	316578	10038 AP	11/10/2020	0-172-5-00-504	CARES #2 (OCTOBER EXPENSES)	470.60		
31001	USD 458	USD 458 BASEHOR-LINWOOD	316578	10038 AP	11/10/2020	0-172-5-00-504	CARES #2 (OCTOBER EXPENSES)	23,191.86		
								*** VENDOR	31001 TOTAL	31,155.48
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	1,512.11		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	75,595.43		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	68,448.43		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	118,534.68		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	32,328.05		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	39.24		
31004	USD 469	USD 469 LANSING	316579	10039 AP	11/10/2020	0-172-5-00-506	CARES #1 (SEPTEMBER EXPENSES)	3,019.02		
								*** VENDOR	31004 TOTAL	299,476.96
								TOTAL FUND 172		1,206,365.53
24545	CDW GOVERN	CDW GOVERNMENT INC	316605	90049 AP	11/13/2020	0-194-5-00-3	3773122 TONER&IMAGING UNIT CCH	234.35		
								TOTAL FUND 194		234.35
1061	B & W FIRE LLC	B & W FIRE LLC	316601	90045 AP	11/13/2020	0-195-5-00-208	001276 INSPECTION OF FIRE EXTI	60.00		
25101	CANON U S	CANON U S A INC	316604	90048 AP	11/13/2020	0-195-5-00-208	1865950 COPIER MAINT	8.28		
6044	DOUGLAS CO YOUTH SER	DOUGLAS COUNTY CRIMINAL JUSTIC	316607	90051 AP	11/13/2020	0-195-5-00-208	JULY DETENTION BILLING C000247	2,250.00		
6377	SHERIFF	LEAV CO SHERIFF	316626	90070 AP	11/13/2020	0-195-5-00-290	JDC REIM TO SHERIFF PHONES,JAN	159.84		
6377	SHERIFF	LEAV CO SHERIFF	316626	90070 AP	11/13/2020	0-195-5-00-391	JDC REIM TO SHERIFF PHONES,JAN	344.57		
								*** VENDOR	6377 TOTAL	504.41
								TOTAL FUND 195		2,822.69
8466	KDHE PERMITS	KDHE-BUREAU OF WATER	316613	90057 AP	11/13/2020	0-212-5-00-2	RENEWAL OF WW OPERATOR CERTIFI	20.00		
8466	KDHE PERMITS	KDHE-BUREAU OF WATER	316613	90057 AP	11/13/2020	0-212-5-00-2	RENEWAL OF WW OPERATOR CERTIFI	20.00		
								*** VENDOR	8466 TOTAL	40.00



TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 212	40.00	
30179	BASEHOR	CITY OF BASEHOR	316602	90046 AP	11/13/2020	0-214-5-00-2	SEWER DIST 3 O&M FEES 2020	33,000.00		
								TOTAL FUND 214	33,000.00	
30179	BASEHOR	CITY OF BASEHOR	316602	90046 AP	11/13/2020	0-219-5-00-2	SEWER DIST 7 O&M FEES 2020	40,000.00		
								TOTAL FUND 219	40,000.00	
2777	ALFRED BENESCH & CO	ALFRED BENESCH & CO	316557	90042 AP	11/07/2020	0-240-5-00-2	REPL CK 88744 PRO 0130563.00	1,507.24		
								TOTAL FUND 240	1,507.24	
268	LIFELOCK	NORTONLIFELOCK INC	316617	90061 AP	11/13/2020	0-510-2-00-941	1247233 OCTOBER PREMIUMS	53.91-		
268	LIFELOCK	NORTONLIFELOCK INC	316617	90061 AP	11/13/2020	0-510-2-00-941	1247233 OCTOBER PREMIUMS	1,215.97		
268	LIFELOCK	NORTONLIFELOCK INC	316617	90061 AP	11/13/2020	0-510-2-00-941	1247233 OCTOBER PREMIUMS	69.92-		
268	LIFELOCK	NORTONLIFELOCK INC	316617	90061 AP	11/13/2020	0-510-2-00-941	1247233 OCTOBER PREMIUMS	279.68		
								*** VENDOR	268 TOTAL	1,371.82
1485	RELIANCE STANDARD	RELIANCE STANDARD	316623	90067 AP	11/13/2020	0-510-2-00-962	OCTOBER PREMIUMS	1,610.48		
1485	RELIANCE STANDARD	RELIANCE STANDARD	316623	90067 AP	11/13/2020	0-510-2-00-962	OCTOBER PREMIUMS	1,566.25-		
1485	RELIANCE STANDARD	RELIANCE STANDARD	316623	90067 AP	11/13/2020	0-510-2-00-965	OCTOBER PREMIUMS	4,169.50		
								*** VENDOR	1485 TOTAL	4,213.73
								TOTAL FUND 510	5,585.55	
								TOTAL ALL CHECKS	1,776,929.76	

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	52,711.15
108	COUNTY HEALTH	1,698.00
115	EQUIPMENT RESERVE	195,035.00
130	CCH PERMITS	234.35
133	ROAD & BRIDGE	6,948.00
138	JUV INTAKE & ASSESSMENT	168.12
146	COUNTY TREASURER SPECIAL	400.00
160	SOLID WASTE MANAGEMENT	400.00
171	S TAX CAP RD PROJ: 2015 SERIES	229,779.78
172	CARES	1,206,365.53
194	VIOLENT OFFENDERS	234.35
195	JUVENILE DETENTION	2,822.69
212	SEWER DISTRICT 2: TIMBERLAKES	40.00
214	SEWER DISTRICT 3: GLENWOOD	33,000.00
219	SEWER DIST #7: CEDAR LAKE SUB (FAIRMOUN	40,000.00
240	ALEXANDRIA TWP ROAD IMPROVEMENT	1,507.24
510	PAYROLL CLEARING	5,585.55
	TOTAL ALL FUNDS	1,776,929.76



# *Basehor Historical Museum Society*

*2812 155<sup>th</sup> St.*

*P.O. Box 76*

*Basehor, Kansas*

April 13, 2020

*66007*

Board of County Commissioners of Leavenworth County  
300 Walnut Street  
Leavenworth, KS 66048

RE: Funds for County Museums

Dear Leavenworth County Commissioners:

The Basehor Historical Museum Society promotes the cultural aspects and traditions of the Basehor community. There is no charge for admission to the museum which allows visitors of all ages to explore the heritage of Basehor. The Society relies solely on donations, membership fees and fundraisers. The museum provides several free activities to local residents such as etiquette classes for children and May Day crafts for both children and adults. Fundraisers and projects at the museum provide an opportunity for Basehor youth to earn community service hours. Although some events planned for the Spring months have been either cancelled or postponed, members of the Society look forward to working on new exhibits and events for the coming year. The Ladies Tea normally held in June brought in \$850.00 last year and will be re-scheduled sometime in September. The Festival of Trees and Holiday Open House brought in over \$1,200.00 in December. As an additional fundraiser, a shoe drive through Funds2orgs.com, has been postponed until the school year reconvenes this Fall. Classrooms of students in the Basehor-Linwood community will vie for bragging rights for collecting the most shoes and will be rewarded with a donation of educational materials for their school library.

While the actual roof top of the museum is metal, the building has a front overhang which has been deteriorating over the last several years. Pieces of the asphalt shingles have been falling from this roof and the roof is now becoming an eyesore. The Society has received several estimates and chosen a proposal from a local roofing company. With assistance provided by the county grant, a new roof will rejuvenate the appearance of the front of the museum building and mitigate any damage to the facade. Once the roof is removed, there may be an additional charge to replace bad sheathing, but the Society will be able to manage any remaining costs which may be incurred.

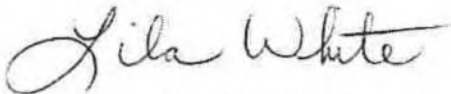
*Looking to the future, Remembering the Past*

In order to have multiple smaller exhibits at one time, the Society would like to purchase several rolling room partitions to provide more flexibility with the placement of museum exhibits. These are light-weight canvas panels on wheels which can be rolled into place to create spaces in the museum for temporary exhibits, such as the Vintage Toys exhibit and the Fishing Lures display which will greet visitors when our doors re-open.

The Basehor Historical Museum Society is very proud of the volunteers who have contributed so much time and effort to showcase the history of Basehor and Leavenworth County. In 2019, there were more than 450 visitors to the museum which included area residents and those from surrounding counties, along with visitors from New York, Vermont, Washington, Nebraska, Florida, Texas, Illinois and California. We have received numerous compliments on the new mannequins which were purchased through the County's generous grant last year. The Society continues to accept donations of local historical pieces. An actual blue print of the map of the original town of Basehor from 1909 was discovered in a basement at a Leavenworth business and was donated to the Society. We invite the County Commissioners to come down and view our collection; private appointments are always available to individuals and groups.

Attached is a list which describes the items we wish to be considered for funding by the Board of County Commissioners. If you have any questions, please contact either Mary Leonard, Director at 816- 225-7875 or Ken Massingill, Chairman at 913-709-4640.

Sincerely,

A handwritten signature in cursive script that reads "Lila White".

Lila White, Secretary

Basehor Historical Museum Society

**DESCRIPTION, AMOUNT AND PRICE****TOTAL PRICE**

Front Overhang/Eyebrow Roof Replacement Proposal  
from Murphy Roofing Inc.

Includes: tearing off old roofing, cleaning sheathing,  
installing synthetic felt, installing Tamko 30-year shingles  
and Tamko Ridge Cap and new metal drip edge

\$1,050

IF NEEDED: New sheathing:

\$8.00 per linear foot

(To be paid by the Basehor Historical Museum Society)

6' x 6' VP6 Versare Rolling Room Partitions

3 @ \$145 each

\$435

ESTIMATED SHIPPING ON ABOVE ITEMS  
ORDERED THROUGH VERSARE PRODUCTS

\$75

**TOTAL FUNDING REQUEST**

**\$1,560**



201 W. Washington  
P.O. Box 785  
Tonganoxie, KS 66086  
913-845-2960  
[tchs2002@att.net](mailto:tchs2002@att.net)

[www.TonganoxieHistoricalSociety.org](http://www.TonganoxieHistoricalSociety.org)

April 15, 2020

The Leavenworth County Commissioners  
Doug Smith, Vicki Kaaz, Jeff Culbertson, Chad Schimke, Mike Stieben  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048

RE: Funds for County Museums, 2020 Budget  
Improvements to the historic Reno Church

Dear Commissioners:

We are grateful for this opportunity to request 2020 county budget funds for a project at the Tonganoxie Community Historical Society (TCHS). This year, our project will focus on refurbishing six of the twelve stained glass windows the Reno Church and reworking & refinishing the front doors of the Reno Church, located on our historical site. We will also include reworking a portion of the ceiling in the church.

Before we describe our project for 2020, we want to update you on the status of the grant that we received last year. The drive & parking area for the new Spring at the Fairchild Farm is installed. The main driveway was re-graded and crowned last summer – the final application of gravel will follow in the next two months. The grand opening for the Spring at the Fairchild Farm was scheduled for April 25, but we have had to postpone that event due to COVID-19. It will be rescheduled.

**Museum Background:** TCHS was founded in 1981 to preserve local history and share that history with area residents and visitors to our community. In 2003, the society opened a museum in the dairy barns donated by Mildred Young and in three other structures on our site - the Honey Valley School, the Reno Methodist Church, and a building housing a 1936 Fire Pumper Truck, previously used at Fort Leavenworth and in Tonganoxie.

Our museum is the community's museum. The artifacts that are housed in the museum and all of the buildings on the site are rich in the area's history. The dairy barns are unique and help us tell the story of the dairy industry in this area. The Spring Exhibit focuses on the importance of water to settlers and farmers. Our archives provide many historical treasures, including manuscripts, photographs and maps for those interested in research and for our use in creating future exhibits.

The museum is open three days (13 hours) per week, year-round. Admission is free and open to the public, as are the Fourth Tuesday programs each month, which offer professional-quality insights into historical topics. Third graders in Tonganoxie come to the museum for an annual field trip, at no charge to the school district. Our volunteers go into the schools to present programs to first graders. We are staffed entirely by volunteers, with the exception of one part-time contract employee in charge of data entry for our museum software. This year, we have been fortunate to work with a volunteer from the KU graduate program for Museum Studies.

Community outreach and involvement is important to us. We coordinate with the business community, the library and the school district on various events throughout the year. Our Memorial Day breakfast last year included participation of the local VFW, American Legion, Boy Scouts, and a group of Civil War re-enactors. We place exhibits in a local bank to reach the public.

In 2019, we counted 950 visitors to the museum and our Fourth Tuesday historical programs throughout the year. In addition, we presented programs to 130 first graders & teachers and hosted 240 people at our annual chili supper.

TCHS is a 501(c)(3) organization. Our funding comes from private donations, membership dues, fundraisers, memorials, fees for use of the church and barn, grants (the Pete & Margaret Leighty Trust, Kansas Museums Association, Humanities Kansas and Leavenworth County) and a limited amount of interest income. Most of our capital improvements projects are funded by grants. This summer, we plan to reach out to the City of Tonganoxie about potential funding.

**The Project:** Our project is two-fold: 1) Phase One Improvements to the 1918 Reno Methodist Church doors & windows and 2) Replacement of 25% of the ceiling grid and tiles in the church sanctuary. Our total budget is \$8,100; \$5,700 for the windows and doors; \$2,400 for the ceiling work.

*Phase One Improvements to the Reno Church Windows & Doors.* The church windows date back to 1918 and are still operated by ropes, pullies and weights. Several panes of the stained glass are broken and plexiglass has been installed on the exterior to protect the windows. Over the years, the plexiglass has faded and the simple beauty of our windows is lost.

We will refurbish six of the twelve stained glass windows in the church. (Phase Two will include the remaining six windows.) The work will include removing the windows, replacing broken glass, repainting the interior woodwork, reglazing the windows and repainting the exterior of the windows. Once the windows are complete, the plexiglass on the exterior will be removed and new custom wooden storm windows will be installed. We will be hiring a professional restoration contractor for this project. He will be leading a workshop for our volunteers to learn window restoration, hands-on.

The front doors of the church are badly weathered and in need of new panels and complete refinishing. Working under the restoration contractor, our volunteers will repair, refinish and repaint the pair of doors. In this way, we hope to build our skills and be able to use them on future projects.

*Replacement of 25% Ceiling in the Church Sanctuary.* The church sanctuary was remodeled prior to being moved to our site. That remodeling included wood paneling and acoustic ceilings. The sanctuary ceiling is divided into four parts. The ceiling in the south quarter of the room is in very poor condition.

We will replace the ceiling tiles, matching the existing as closely as possible, in the south quarter of the room. The grid will be painted as required.

Our request for the project is \$8,100.

We very much appreciate your commitment to assisting Leavenworth County museums. We are happy to present our project to you in person. Thank you for your time and consideration.

Sincerely,

*Kristi L Roberts*

Kristi L. Roberts, President

cc: Ray Stockman, Chairman of the Board, Tonganoxie Community Historical Society  
Board of Directors, Tonganoxie Community Historical Society  
Laurie Walters, Museum Director





LARGEST MAN'FR IN THE WORLD OF

ESTABLISHED 1892 AMUSEMENT DEVICES

MERRY GO-ROUND, PARKER'S MECHANICAL SHOOTING GALLERY, PARKER'S JUMPING HORSE CARRY-US-ALL, MILITARY BAND ORGANS, CYLINDER PIANOS, CARVED WAGON SHOW FRONTS, ALL KINDS MECHANICAL AND ELECTRICAL SHOWS, CIRCUS, FLAT AND PRIVATE CARS. MAIN OFFICE AND FACTORY: LEAVENWORTH, KANS.

PARKER'S MECHANICAL SHOOTING GALLERY.  
PAT. OCT. 15<sup>th</sup> 1895. PAT. AUG. 22<sup>nd</sup> 1899.

**LEAVENWORTH HISTORICAL MUSEUM ASSN., INC.**

**C.W. Parker Carousel Museum**

320 South Esplanade • Leavenworth, KS 66048

(913) 682-1331 • [www.firstcitymuseums.org](http://www.firstcitymuseums.org)

48-1061674

Board of County Commissioners  
Leavenworth County Courthouse  
300 Walnut  
Leavenworth, KS 66048

April 2, 2020

Commissioners:


The C. W. Parker Carousel Museum would like you to consider our request for the third and final funding request for an upgrade in our HVAC, in the amount of \$10,000.00. Our last grant request, dated March 13, 2019, outlined our plan to upgrade our existing heat pumps over the next several years, by adding supplemental gas furnaces. While heat pumps are efficient down to about 40 degrees, they become inefficient as the outside temperature continues to drop. The gas furnaces will be used to heat the museum during the coldest days of winter. Our heating costs for November 2019 to March 2020, amounted to \$7,500.00; for the same period last year your grants saved us almost \$5,000.00. This savings allows us to purchase addition artifacts and displays.

Since receiving your last two \$10,000.00 grants, we have purchase gas furnaces, for the center and north portions of our building, reducing our winter heating cost considerably. This grant, if approved, will heat the south portion of the museum.

We are the largest tourist attraction in the County. Our estimated visitors in 2019 was over 25,000, which included 13 bus tours coordinated with the City Convention & Visitors Bureau. We opened in 2005, with our estimated visitors since opening of 351,000.

We would greatly appreciate your consideration in granting our request for funding, to complete the final stage of our conversion from heat pumps to gas furnaces, during the winter months.

Sincerely yours,

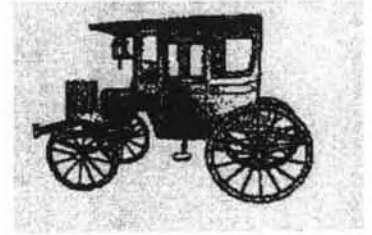


TONY BAKER

Chairman, C. W. Parker Carousel Museum Steering Committee

*Rec'd  
4/8*

**LEAVENWORTH HISTORICAL MUSEUM Assoc., Inc.**  
**743 Delaware Leavenworth, KS 66048**  
**Phone: 913-682-1866**



February 20, 2020

Leavenworth Board of County Commissioners  
300 Walnut Street  
Leavenworth, KS 66048

Gentlemen:

Thank you for the opportunity to be considered for support by Leavenworth County in the upcoming fiscal year.

We appreciate your recent support of our efforts to replace the HVAC units in the west side of the First City Museum building. New units have been purchased and are currently being installed. Hopefully this will be accomplished in early spring. Not only will the new units provide a more comfortable environment for volunteers and visitors, but will regulate the humidity level necessary for museum displays.

We do still have many areas of need at First City Museum. We could use help with the installation cost of the new units (\$8,000). We would like to install a new permanent fence on the east side of the property, thus replacing the current post and cable barrier (\$4,500). Then there is the idea to have a mural painted on the west side of the museum building depicting the American Plains Indians (estimated cost \$5,000). Such a mural would tie in with the mural of buffalo grazing on the prairie, currently on the side of the garage. Of course, the HVAC completion is the most sensible, but the mural to honor Native Americans is the most appealing to many of us who love history. We respectfully request a contribution to help with the completion of the HVAC project.

We believe that improving our facilities is consistent with the mission of providing historical knowledge of Leavenworth with the displays, panoramas and exhibits throughout the museum's 12,000 square feet. We strive to present the neighborhood and community progress of almost 165 years. As always we rely solely upon volunteers to operate our day-to-day enterprise.

If we can provide additional information to encourage consideration of our request, please feel free to contact us at First City Museum (913-682-1866). We will be happy to personally meet with the commission to present greater detail of the design for this plan.

Sincerely,

*John A. Sanders, President*



The Leavenworth County  
Historical Society, Inc. &  
Carroll Mansion Museum 1128 Fifth Avenue •  
Leavenworth, Kansas 66048 • (913) 682-7759  
[www.leavenworthhistory.org](http://www.leavenworthhistory.org) • Email: [museum@leavenworthhistory.org](mailto:museum@leavenworthhistory.org)

April 3, 2020

Doug Smith, Chairman  
Board of County Commissioners, Leavenworth County  
300 Walnut Street  
Suite 225  
Leavenworth, KS 66048

Thank you for the opportunity to submit our application for the 2020 supplemental county funding. Your continued support of the Leavenworth County Historical Society (LCHS) is critical to our ongoing mission. As you may remember, our goals are to provide Leavenworth County citizens, government agencies, and visitors a primary resource in the interpretation of the county's history, maintain a historical database for any and all researchers, and to serve as a repository for official records, oral traditions, and local histories.

Current LCHS funding is provided through annual membership dues, three major fund-raising events, donations, tours of the Carroll Mansion, research fees and sales from the gift shop. The Board of Directors, staff, and our volunteers make every effort to keep expenses down, while improving the level of service we provide to our community and visitors alike. The COVID-19 crisis has and will continue to severely impact the income from these sources not only for museum operations but many of our community's valued businesses and service organizations. This greatly affects our ability to meet payroll of four part-time staff and basic operating expenses that also includes services provided by local maintenance businesses.

To mitigate these losses and weather through this crisis, we have appealed to our membership and local corporate sponsors for financial support. We will also be applying for the Economic Injury Disaster Loan (EIDL) through the SBA to relieve the financial strain we are experiencing.

Our concern in submitting this request is for the maintenance of the Carroll Mansion. We continue to seek and apply for funding for the roof repair as outlined in the attached estimate from Swann Painting in the amount of \$3,250. We are now faced with the repair and/or replacement of our porches without State grant funding. After four application attempts, we have concluded to divide the

repair work into sections. The total project estimate is \$50,184.00. We are requesting funding for the northeast porch section which is now cordoned off due to its instability and unsafe condition in the amount of \$15,056.00. These two projects bring our request in the amount of \$18,306.00

We regret that we will be unable to present this request in person to the County Commissioners as in the past due to the health crisis, but ask for your thoughtful consideration of our request. During 2019, LCHS had a banner year, marking 65 years of serving the Leavenworth County community. We had increased our fundraising efforts and our community outreach. We added off-site educational programs in addition to our monthly in-house historical lectures, which allowed us to double our attendance levels. The abrupt interruption of our services and activities, in addition to our ability to conduct our usual fundraisers, weighs heavily on our minds for continued service to our community, the reason we exist at all. Our Board and membership would like to express our appreciation for the Commission's leadership during this difficult time.

We welcome the opportunity to provide any additional information needed to service this request.

Sincerely,

Lisa Weakley,

For the LCHS Board of Directors

**PROPOSAL**



**SWANN PAINTING CO. LLC**



"QUALITY NAME IN PAINTING"

ESTABLISHED 1970

COMMERCIAL - RESIDENTIAL \*\*\* INTERIOR - EXTERIOR

410 SO. SEVENTH STREET-----913-651-6400-----LEAVENWORTH, KANSAS 66048

<b>PROPOSAL TO:</b>	LEAVENWORTH HISTORICAL MUSEUM	<b>WORK PHONE</b>	<b>DATE</b> 12/6/2019
<b>ADDRESS:</b>	c/o MS LISA JONES	<b>CELL PHONE-----</b>	(913) 682-7759
<b>CITY-STATE-ZIP:</b>	1128 5TH AVENUE	<b>FAX NUMBER-----</b>	
	LEAVENWORTH, KS 66048	<b>E-MAIL -----</b>	museum@leavenworth.org

**WWW.SWANNPAINTING.COM**

LABOR AND MATERIAL FOR EXTERIOR PAINTING AT - 1128 5TH AVENUE

**INCLUDES:**

- \* 2 ROOF TRIM AREAS TO INCLUDE METAL ROOFS, IRON RAIL AND ALL WHITE TRIM AREAS -
- \* SCRAPE ANY LOOSE PAINT
- \* PRIME ALL BARE WOOD
- \* CAULK OUTSIDE EDGE OF WINDOWS AND DOORS, TRIM BOARD JOINTS, SIDING SEAMS, NAIL VOIDS AND ALL OTHER NEEDED AREAS TO HELP PREVENT FUTURE WOOD ROT
- \* COLORS -"AS IS"
- \* SHERWIN-WILLIAMS MATERIAL(S) TO BE USED -
- \* METAL ROOF: 2 COATS OF ROOF COATING "ACRYLIC" WHITE OR RED
- \* IRON RAIL: INDUSTRIAL URETHANE SEMI-GLOSS BLACK ENAMEL
- \* WOOD TRIM AREAS: DURATION SATIN WHITE

**WWW.SWANNPAINTING.COM**

WE PROPOSE TO COMPLETE THE WORK AS OUTLINED AND SPECIFIED ABOVE FOR THE SUM OF:

THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS \$3,250.00



TAX WHERE APPLICABLE - NOT INCLUDED

Quality of all material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard trade practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written agreement, and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Owner to carry fire, weather related and other necessary insurance. Swann Painting Co. is fully covered by workman's comp., and business liability insurance.

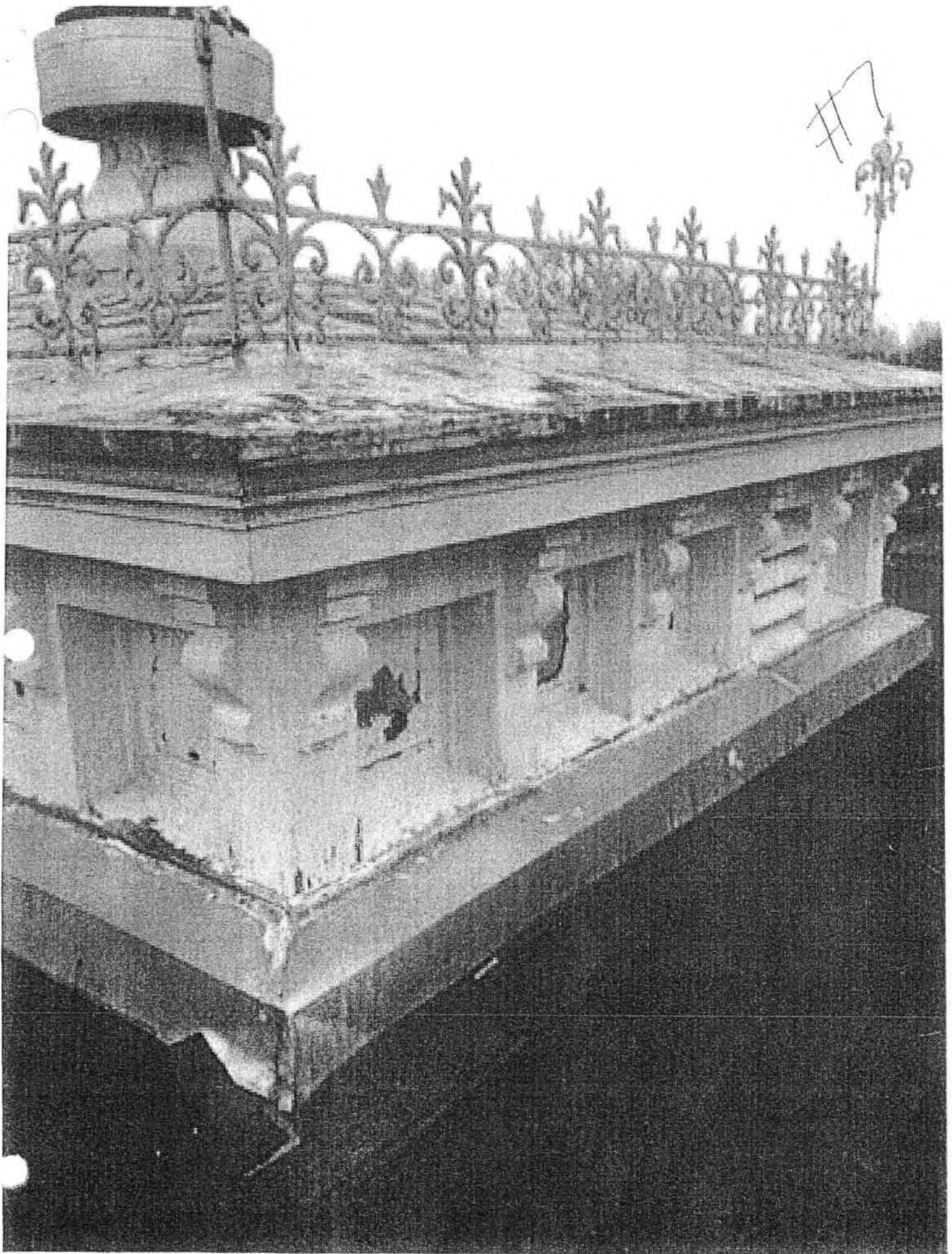
**authorized signature:**

**ROBERT E. SWANN JR**

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THE ABOVE WORK AS SPECIFIED. PAYMENT WILL BE MADE AT COMPLETION OF JOB.

SIGNATURE:

SIGNATURE:



## Scheer, Linda

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**From:** Klasinski, Janet  
**Sent:** Tuesday, April 7, 2020 12:59 PM  
**To:** Scheer, Linda  
**Subject:** FW: funding request  
**Attachments:** County2020001.pdf

**From:** Director, LCHS <director@leavenworthhistory.org>  
**Sent:** Tuesday, April 7, 2020 12:42 PM  
**To:** Klasinski, Janet <jklasinski@leavenworthcounty.gov>  
**Subject:** funding request

*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.

Dear Janet,

Please find attached our application letter for county funding for the Carroll Mansion. I have included the bid and a photograph of roof repairs needed to the cupola, attic roof area. If the commissioners would like photographs of the areas of the porch that are rotting we can send those also.

Stay safe,  
Lisa Weakley  
LCHS President  
Leavenworth County Historical Society  
1128 Fifth Avenue  
Leavenworth, KS, 66048  
(913) 682-7759  
Visit our web site  
[www.leavenworthhistory.org](http://www.leavenworthhistory.org)



April 8, 2020

**RICHARD ALLEN CULTURAL CENTER & MUSEUM  
412 KIOWA STREET  
LEAVENWORTH, KANSAS 66048**

**EMAIL:** [honoringa.a.vets@gmail.com](mailto:honoringa.a.vets@gmail.com)

[mrsednawagner@gmail.com](mailto:mrsednawagner@gmail.com)

**OFFICE:** 913/682/8772

**CELL:** 703/203/0153

**To:** The Board of County Commissioners of Leavenworth County

The Richard Allen Cultural Center & Museum respectfully request grant funds to make improvements to our facility. This year we are focusing on technology for our tutoring program; security for patrons and artifacts; improving the landscape of the Cathey Williams monument; and the replacement of floors in the main house museum and the reception hall for our tutoring program and public meetings.

The lowest bids are as follows:

4	Computers, Monitors, & Software	\$5,400.00
4	Security Cameras	\$1,200.00
2	Security Doors	\$28,185.00
1	Monument Landscaping	\$500.00
1	Reception Hall Floors	\$3,287.71
1	House Museum Floors	<u>\$4,709.84</u>
	<b>TOTAL</b>	<b>\$43,282.55</b>

Thank you all in advance for your support in helping us improve the preservation of our museum.

Respectfully,  
*Edna Wagner*  
Executive Director





**Richard Allen Cultural Center & Museum**  
**412 Kiowa Street**  
**Leavenworth, Kansas 66048**  
Email: [honoringa.a.vets@gmail.com](mailto:honoringa.a.vets@gmail.com)  
[mrseadnawagner@gmail.com](mailto:mrseadnawagner@gmail.com)

**Board of Directors**

Nancy Bauder  
Wilbur Ferguson  
Glenda Goard  
Chris Hennkens  
Rik Jackson  
Lolita Law  
Cheryl Mills  
Holly Pittman  
Joana Scholtz  
Sandi Smith  
Angie Thomas  
Louise Turner  
Joann Uitenham  
Ivory Wallace  
Walter Williams

**Executive Director**  
**Edna Wagner**

**VOLUNTEERS HOURS FOR SPECIAL EVENTS**  
**RICHARD ALLEN CULTURAL CENTER & MUSEUM**  
2019-2020

<u>EVENTS</u>	<u># VOLUNTEERS</u>	<u>HOURS</u>	<u>TOTAL HOURS</u>
		4 -6	
<u>TOURS</u>	<u>3-9 (depending on size of the tour)</u>		<u>36- 54 hrs.</u>
<u>TUTORS</u>	<u>9-12</u>	<u>6</u>	<u>72 hrs. monthly</u>
<u>GOLF TOURNAMENT</u>	<u>10</u>	<u>8</u>	<u>80 hrs.</u>
<u>EASTER EGG HUNT</u>	<u>12</u>	<u>5</u>	<u>60 hrs.</u>
<u>MOTOWN DINNER &amp; DANCE</u>	<u>17</u>	<u>8</u>	<u>136 hrs.</u>
<u>CHRISTMAS TEA</u>	<u>28</u>	<u>8</u>	<u>224 hrs.</u>
<u>JAZZ BY THE RIVER</u>	<u>25</u>	<u>12</u>	<u>300 hrs.</u>
<u>LEGENDS KC</u>	<u>10</u>	<u>9</u>	<u>90 hrs.</u>
+++++			

**2019-2020 AFTER SCHOOL TUTORING PROGRAM**  
**RICHARD ALLEN CULTURAL CENTER & MUSEUM**

**STUDENTS HOURS AVERAGE PER MONTH**

**MONDAY -THURSDAY**

<b>MONTHLY</b>	<b>2019</b>	<b>STUDENTS ATTENDING</b>	<b># OF DAYS</b>	<b>(6) HRS. PER STUDENT</b>
<b>AUGUST</b>		22	4	132 HRS.
<b>SEPTEMBER</b>		22	14	132 HRS.
<b>OCTOBER</b>		23	16	138 HRS.
<b>NOVEMBER</b>		23	13	138 HRS.
<b>DECEMBER</b>		17	12	102 HRS.

Total 59 Days Total Hours 642 Hrs.

\*\*\*(4) students moved away all in the same family. (3) students same family parent job hours changed.

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<b>JANUARY</b>	<b>2020</b>	17	14	102 HRS.
<b>FEBRUARY</b>		17	13	102 HRS.
<b>MARCH</b>		15	13	90 HRS.

Total 40 Days Total Hours 240 HRS.

**TUTORING PROGRAM IS NOW VIRTUAL FOR THE REMAINDER OF THE SCHOOL YEAR 2020**

**(CLOSED FOR CORONAVIRUS)**

<b>APRIL</b>	<b>2020</b>	15	16	102 HRS.
<b>MAY</b>		12	12	72 HRS.
<b>TOTAL</b>			<b>28 Day</b>	<b>Total 168 HRS.</b>

April 8, 2020

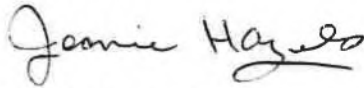
To: Leavenworth County

I am writing on behalf of the Fred Harvey Museum in Leavenworth, Kansas at 624 Olive Street. The Leavenworth Historical Museum Association acquired the Fred Harvey Home in 2001 from the County. Since that time, we have been working to restore this home to what it would have been in the late 1800's.

We are now requesting \$10,000.00 to refinish floors, purchase tile for the 6 fireplaces, and restore the plaster ceiling that was damaged in the dining room.

There is a love and passion for this home and we want it to be an added attraction to our town... the 1st City of Kansas.

Sincerely,



Jeanie Hazels, Chairman of the Fred Harvey Museum

X [dihazels@sbcglobal.net](mailto:dihazels@sbcglobal.net)

(913) 682-1884

**Leavenworth County  
Resolution 2020-39  
Building Codes Adoption**

**Date: November 18, 2020**  
**To: Board of County Commissioners**  
**From: Planning & Zoning Staff**

**Department Head Review:           Krystal Voth, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve Resolution 2020-39 a resolution to adopt the 2006 International Building Code and the 2006 International Residential Code for One- and Two-Family Dwellings with certain modifications as described in the attached resolution.

**Update:**

This matter was brought before the Board of County Commissioners on October 21, 2020. During that meeting, the public hearing was opened and closed. Additionally, the Board of County Commissioners requested Staff make minor changes to the resolution. Those changes included clearly stating the resolution pertained to residential development and commercial development. Additionally, the Board requested Staff research a definition for “barn home.” Staff has researched the topic and spoken with other municipalities. To date, Staff is unable to provide the Board of County Commissioners with a clear, objective definition of “barn home.” Staff recommends adoption of Resolution 2020-39 as presented.

**Analysis:** The Linwood tornado in the summer of 2018 highlighted the need for safe, quality building within Leavenworth County. As a result of the tornado, one of the most concerning issues is that homeowners did not have insurance policies that would cover the cost of rebuilding their home to code and safe standards. It was brought to the attention of the Board that many insurance companies would cover the difference in cost, if the community had adopted building codes. However, since Leavenworth County does not have adopted building codes, home owners themselves were required to make the difficult decision to either rebuild their home to the standard it was originally built in, which caused many other issues, or to cover the cost themselves. In response to these issues and requests, the Board of County Commissioners wanted to explore options and feasibility of adopting building codes.

As a response to the many issues and concerns that were brought before them, the Board of County Commissioners convened a committee comprised of building professionals, developers, architects and engineers. The committee was tasked with exploring the need for building codes within the County. Overwhelmingly, the committee recommended that building codes be adopted and made a recommendation to adopt the 2006 International Residential Code, which includes commercial development, and the 2006 International Building Code which includes residential development. Worth noting is that during the public engagement process of the Comprehensive Plan 50% of Leavenworth County residents believed the County should adopt building codes.

Staff is recommending the adoption of the 2006 codes with certain modifications. Primarily, each of the offered modifications are a result of direction from the Board to not establish a building official/inspection. Staff also offers modifications to the Administration portion of the codes that clearly define that the codes shall apply to new construction only, meaning, existing homes will not be required to be brought up to code, unless they are damaged or demolished by more than 51% at which point the construction will be considered new. Furthermore, the modifications clarify that remodeling and repairs (of less than 51%) will not be required to be built to code.

As an example: A Leavenworth County Resident owns a home that is 1,500 square feet and would like to upgrade their kitchen by enlarging the kitchen to add 200 square feet and updating all lighting and appliances. Since the property owner is enlarging the size of the home, a permit will be required. However, because the addition does not constitute 51% of the original structure, the new addition will not be required to be built to code, nor will the existing structure be required to be built to code.

In addition to the modifications previously stated, Staff also offers a modification to the code to clarify that agricultural buildings are exempt from the code, unless the agricultural building is being built for a commercial purpose such as a wedding barn. Finally, Staff offers to amend the code to remove the section regarding “right-of-entry.”

The above-mentioned modifications have been offered in an attempt to capture the spirit and intention of the Board of County Commissioners regarding the adoption of building codes for Leavenworth County.

**Recommendation:** Staff recommends approval of Resolution 2020-39 adoption of the 2006 International Residential Code for One- and Two-Family Dwellings and the 2006 International Building Code with the stated amendments and omissions.

**Alternatives:**

1. Approve Resolution 2020-39 adoption of the 2006 International Residential Code for One- and Two-Family Dwellings and the 2006 International Building Code with the stated amendments and omissions; or
2. Deny Resolution 2020-39 adoption of the 2006 International Residential Code for One- and Two-Family Dwellings and the 2006 International Building Code with the stated amendments and omissions; or
3. Revise Resolution 2020-39 adoption of the 2006 International Residential Code for One- and Two-Family Dwellings and the 2006 International Building Code with the stated amendments and omissions; or
4. Continue the Public hearing to another date, time, and place; or

**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:**

\$0.00



November 11, 2020

Mr. Mark Loughry, County Administrator  
Leavenworth Co  
300 Walnut St.  
Leavenworth, KS 66048

RE: Building Code Effectiveness Grading Schedule  
Leavenworth Co, Leavenworth County, KS

Dear Mr. Loughry:

Insurance Services Office, Inc. (ISO) is presently evaluating building code enforcement departments throughout the United States. This program, known as the Building Code Effectiveness Grading Schedule (BCEGS®), was developed through the cooperative efforts of the three national model building code organizations and the insurance industry. Its purpose is to assess adopted building codes and the degree of enforcement of those codes with a focus on natural hazard mitigation. This assessment is translated into a classification of 1 to 10 (1 equating to superior conditions). This classification can be used as a factor in insurance premium development for new properties in your jurisdiction.

Based on a discussion with you, it is our understanding that your jurisdiction does not have a Building Department or have codes adopted. We will indicate this in the Community Mitigation Database for the State of KS. This database is used by property/casualty insurers to assist in premium development.

The BCEGS program represents a unique effort of cooperation among different industries to accomplish the same goal - code compliant construction. It was developed in response to the recent natural disasters that have occurred in the United States. Property damage assessment subsequent to these catastrophes indicated an uncomfortable level of non-code compliant construction. Scholars, state and local government officials, the model building code organizations, building officials and the insurance industry agree that there are significant benefits to an incentive program encouraging community commitment to building code adoption and code enforcement. Building code enforcement efforts in a community can be acknowledged by insurers using the BCEGS program by offering insurance premium reductions for eligible properties. Property owners in a community that has no recognized building code enforcement department are not eligible for insurance premium discounts from insurers using this program.

If, in the future, you establish a building code enforcement program and would desire to participate in the BCEGS program, please contact us so that we may schedule a visit to the building code enforcement department servicing your community.

Please contact us for answers to your questions about the program.

Sincerely,

*Randolph Finkle, CBO*

660-424-3685

RFinkle@verisk.com



# *Tonganoxie Township Rural Fire Department*

*18993 McLouth RD  
Tonganoxie, KS 66086  
Phone (913) 845-3801  
Fax (913) 845-3801  
Tim Smith Chief  
Chief1860@ttrfd.com*

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November 9, 2020

Leavenworth County Commissioners  
300 Walnut ST,  
Suite 300  
Leavenworth, KS 66048

Leavenworth County Commissioners:

I would first like to thank you again for the opportunity to address you at the October, 16 2020 concerning Resolution 2020-39.

It is my understanding that no decision was made during that meeting and that this was tabled until the meeting on November 18<sup>th</sup>. While I fully support the adopting of building codes in the county and consider it an issue that has been ignored for far too many years I believe that the 2006 codes are too far out of date to be used as a starting point. At the same time I do realize that the 2018 code would not be a realistic move to consider as well.

The main purpose of building codes is to protect public health, safety and general welfare as they relate to the construction and occupancy of buildings and structures. As I stated in my comments previously there is only one community in the county that is still using codes older than 2012. It is my belief that adopting an amended resolution for the 2012 code would be a better starting point than the 2006 codes. I understand that there will be a plan put in place as a part of the adopting of any resolution for building codes that creates a mechanism by which they will be reviewed and updated periodically. But if you start out so far behind the communities within the county you will quite likely never come up to those same standards.

As you already know Leavenworth County is the sixth largest county in the State of Kansas. We as a county are only going to continue to grow so in the interest of Life Safety for the residents of Leavenworth County and all of those who visit the county I urge you to raise the bar not lower it.

Sincerely,

Tim Smith

Chief, Tonganoxie Township Fire Department

## RESOLUTION 2020-39

### **A RESOLUTION OF THE BOARD OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, PURSUANT TO THE AUTHORITY GRANTED THEM BY K.S.A. 12-3301 et seq., ADOPTING BY REFERENCE CERTAIN RESIDENTIAL AND COMMERCIAL BUILDING CODES TO BE APPLIED IN THE UNINCORPORATED AREA OF THE COUNTY OF LEAVENWORTH, KANSAS**

**WHEREAS**, the board of county commissioners of the county of Leavenworth, Kansas, (“county”) has considered the issue of adopting building codes to be applied to new residential and commercial construction within the unincorporated area of the county, and

**WHEREAS**, the county has solicited and received input from the citizens of the county on the question of whether or not to adopt such building codes; and

**WHEREAS**, the board of county commissioners, as a body, has determined that the adoption by reference of certain residential and commercial building codes by the county would serve to benefit the citizens of the county and promote the safety and welfare of the citizens of the county; and

**WHEREAS**, the board of county commissioners conducted a public hearing on the matter of the consideration of the adoption of said building codes on October 21, 2020, all proper notice having been given in conformity with K.S.A 12-3303,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS; that**

1. Pursuant to the provisions of K.S.A. 12-3301 et seq., the residential building codes listed herein be adopted by the county by reference: The 2006 International Residential Code for One- and Two-Family Dwelling with the following amendments and omissions specified. herein.
  - a. Amend R102.7 to: The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change except in cases where damage occurs to more than 51% of the residential structure in which case the repair of the shall be deemed new construction and the codes adopted herein shall apply;
  - b. Remove Section R103.1.3 – Creation of Enforcement Agency;
  - c. Amend R104.2 to strike “inspect;”
  - d. Remove Section 104.4 - Inspections;
  - e. Remove Section 104.5 - Identification;
  - f. Remove Section 104.6 – Right of Entry;
  - g. Amend section R104.7 to remove “certificated issued” and “reports of inspections”;
  - h. Amend Section 105.2 Work exempt from permit – Building to state “Agricultural buildings, when used for agricultural activities, but now when used as a home or commercial building, shall be exempt from this code.
  - i. Amend Section 105.2 to remove sidewalks and driveways on private property.
  - j. Amend Section 105.2 – Electrical to state, “permits shall not be required for repair work”;
  - k. Amend Section 105.2.2 Repairs to state, “Repairs for the following items which constitute less than 51% of the building structure shall not require a permit”;
  - l. Amend Section 105.3.2 to state, “The time limitation of application shall be subject to the rules and policies as set fourth in the adopted Leavenworth County Zoning and Subdivision

Regulations”;

- m. Remove the entirety of Section R109, except Section R109.1.3 – Lowest Floor Elevation;
- n. Remove Section R110- Certificate of Occupancy;
- o. Remove Section R111 – Service Utilities.

AND

The amendments listed herein be approved: The 2006 International Building Code with the following amendments and omissions specified herein shall be adopted for use in the Unincorporated areas of Leavenworth County:

- a. Remove Section 103.1 – Creation of enforcement agency;
- b. Amend Section 104.2 to strike “inspect”;
- c. Remove Section 104.4 – Inspections;
- d. Remove Section 104.5 – Identification;
- e. Remove Section 104.6 – Right of Entry;
- f. Amend Section 104.7 to strike “Occupancy Certificates”;
- g. Amend Section 105.3.2 to state, “The time limitation of application shall be subject to the rules and polices as set fourth in the adopted Leavenworth County Zoning and Subdivision Regulations”;
- h. Remove Section 109- Inspections except for Section 109.3.3 – Lowest Floor Elevation;
- i. Remove Section 110- Certificate of Occupancy;
- j. Remove Section 111 – Service Utilities

2. That said building codes be applied in the unincorporated area of the county and apply only to new construction of residential and commercial buildings.

3. That for the purpose of this resolution “new construction” shall mean construction of a building, serving as either a residence or commercial enterprise, undertaken after the adoption of this resolution, or construction on an existing structure where 51% or more of the building is being replaced, reconstructed, repaired or added to. In the case of new construction that constitutes the replacement, reconstruction, repair of addition to an existing structure, where such new construction constitutes 51% or more of the subject building, the codes adopted herein shall only apply to that portion of the building subject to that new construction.

4. That the office of Planning and Zoning shall provide to all persons applying for building permits within the unincorporated area of the county notice that the building codes adopted herein apply to the construction conducted pursuant to that building permit and shall further provide to such persons access to the building codes adopted herein.

5. That this resolution may be enforced pursuant to Kansas law.

Adopted this 18<sup>th</sup> day of November, 2020  
Board of County Commission  
Leavenworth, County, Kansas

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Doug Smith, Chairman

ATTEST

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Jeff Culbertson, Member

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Janet Klasinski

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Vicky Kaaz, Member

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Chad Schimke, Member

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Mike Stieben, Member

**Leavenworth County  
Request for Board Action  
Resolution 2020-46  
Professional Review Fees  
Amendment to the Planning & Zoning Fee Schedule**

**Date:** November 18, 2020

**To:** Board of County Commissioners

**From:** Planning & Zoning Staff

**Department Head Review:**           Krystal Voth, Reviewed          

**Additional Reviews as needed:**

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



**Action Requested:** Approve Resolution 2020-46, adoption of Professional Development Fees and amendments to the Planning and Zoning Fee Schedule.

**Analysis:** Leavenworth County has recently experienced significant increases in growth and development within the unincorporated areas of the County. As such, the County has obtained outside consulting services in order to effectively and efficiently review development applications. These services have proven to be effective and necessary to the orderly and safe development of Leavenworth County. Due to the increase in developments and the magnitude of many of these developments, the County has incurred significant review fees which have been paid out of the Planning and Zoning Budget and the Public Works Budget. While applicants are required to pay an application fee, these set fees often do not cover the cost of review, specifically as the review relates to roadway design and complex Special Use Permit Applications. Therefore, Staff offers a “Professional Review Fee Reimbursement Policy” for consideration. This policy would help ensure that professional service fees incurred are being paid for by the applicant/developer when appropriate. Attached is a spreadsheet and total costs incurred for several recent projects. The analysis of these projects concluded that subdivisions with interior roadways incur substantially more costs than the upfront application fee. Professional reviews of subdivisions without internal roadways are typically covered with the application fee. Further, Special Use Permits do not necessarily incur additional fees; however, there are certain types of SUP’s which are likely to incur additional fees. Furthermore, through the review of these fees, Staff has determined the application fee for Special Use Permits should be increased from \$300 to \$400. This fee has not been increased for more than 10 years. The increase will help to ensure publication and typical review costs are being covered by the application fee.

**Recommendation:** Approve Resolution 2020-46, adoption of Professional Development Fees and amendments to the Planning and Zoning Fee Schedule.

**Alternatives:**

1. Deny Resolution 2020-46, adoption of Professional Development Fees and amendments to the Planning and Zoning Fee Schedule. or
  
3. Revise or Modify Resolution 2020-46, adoption of Professional Development Fees and amendments to the Planning and Zoning Fee Schedule.; or

**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:**

\$0.00

**Additional Attachments:** Policy, Fees Spreadsheet, Resolution

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION
<b>Professional Review Fees Reimbursement</b>	Board of County Commissioners	11.18.2020	1.0

**A. PURPOSE:**

Leavenworth County has recently experienced significant increases in growth and development within the unincorporated areas of the County. As such, the County has obtained outside consulting services in order to effectively and efficiently review development applications. These services have proven to be effective and necessary to the orderly and safe development of Leavenworth County. Due to the increase in developments and the magnitude of many of these developments, the County has incurred significant review fees which have been paid out of the Planning and Zoning Budget and the Public Works Budget. The intention of this policy is to continue to provide quality reviews of development applications while holding the developer/applicant responsible for costs incurred which are greater than the application fee.

**B. POLICY:**

Development applications submitted to the Planning and Zoning Department shall be assessed an application fee per the adopted Fee Schedule. The application fee is intended to account for the public notification process, initial Staff review and writing of the Staff Report. The applicant shall be responsible for the cost of the Professional Review Fees for the following items:

1. Special Use Permits whenever there are unusual conditions that warrant extensive engineering review. Examples include, but are not limited to, industrial applications, truck hauling applications, any application in which there is a substantial impact to the County roadway system.
2. Subdivision developments with internal roadways.
3. Subdivision developments without internal roadways where the professional review service fees have exceeded the application fee.

**C. PROCEDURES:**

Upon submittal of an application the developer shall pay an application fee. The developer should expect to incur additional fees if the development has unusual conditions that warrant extensive engineering review or is a subdivision with an internal roadway. The applicant will be responsible for paying all incurred fees prior to the application for development being executed. Further, in the event an applicant does not pay the fees, the County shall accept no further development applications from said applicant until all delinquent fees have been paid.

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BOCC Chairman – Doug Smith

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11.18.2020

Date of Adoption



<b>Subdivision</b>	Application Fee	PZ Portion	PW Portion	Costs:	LV Times	Sign	Postage	Staff Time	Average Hourly Rate *4
Rock Ridge Pre 18-061	\$1,470.00	\$760.00	\$710.00		\$25.00				\$735.00
Rock Ridge Ph 1 Final 19-091	\$475.00	\$350.00	\$125.00						\$350.00
Rock Ridge Ph 2 19-137	\$565.00	\$450.00	\$115.00		\$25.00				\$425.00
Eagle Crossing Pre	\$1,590.00	\$845.00	\$745.00		\$12.60				\$832.40
Eagle Crossing Final	\$670.00	\$470.00	\$200.00						\$470.00
Pride Estates Pre	\$810.00	\$430.00	\$380.00		\$25.00				\$405.00
Pride Estates Final	\$490.00	\$360.00	\$130.00						\$360.00
Prairie Grace Farms	\$850.00	\$550.00	\$300.00		\$21.15				\$528.85
Metcalf Acres	\$525.00	\$300.00	\$225.00		\$20.70				\$279.30
Replat Fairmount Farms	\$225.00	\$125.00	\$100.00		\$19.80				\$105.20
<b>SUP</b>									
Lavery Woodwoks	\$300.00	\$250.00	\$50.00		\$53.55	\$10.00	\$10.00	\$20.00	\$96.45
Tri-Hull	\$300.00	\$250.00	\$50.00		\$67.95	\$10.00	\$30.00	\$20.00	\$62.05
Z&M Winery	\$300.00	\$250.00	\$50.00		\$102.15	\$10.00	\$30.00	\$20.00	\$27.85
Whiskey Ridge	\$300.00	\$250.00	\$50.00		\$58.95	\$10.00	\$15.00	\$20.00	\$86.05
McLouth Iron Works	\$300.00	\$250.00	\$50.00		\$27.90	\$10.00	\$10.00	\$20.00	\$122.10

## Voth, Krystal

---

**From:** Blacketer, Dalani  
**Sent:** Monday, November 9, 2020 2:50 PM  
**To:** Voth, Krystal  
**Cc:** Noll, Bill  
**Subject:** RE: Olsson Fees  
**Attachments:** 2020\_11\_09\_14\_45\_17.pdf

Krystal,

I pulled all the invoices from September 2019 to now and I have attached those to this email. Below is a breakdown of the amounts and the grand totals on the bottom of my email. There are a few that you listed, that I do not see listed on the Olsson invoices as of yet. Those being Replat Fairmount Farms, Lavery Woodworks, Whiskey Ridge and McLouth Iron Works. Let me know if there is anything else I can help with.

### Services rendered through 09.07.2019

Rock Ridge Application \$1,313.00

### Services rendered through 10.05.2019

Rock Ridge plat app, 2<sup>nd</sup> submittal \$243.00

### Services rendered through 11.30.2019

Rock Ridge Application \$596.50

### Services rendered through 12.28.2019

Rock Ridge Application \$1,346.00

Pride Estates Application \$140.00

### Services rendered through 02.01.2020

Tri-Hull SUP \$72.50

Pride Estates Application \$1,157.25

Rock Ridge Application \$1,190.50

### Services rendered through 03.07.2020

Z&M Winery SUP \$1,423.75

Eagle Crossing Plat \$313.25

Tri-Hull SUP \$290.00

Rock Ridge Application \$792.25

Pride Estates Application \$72.50

### Services rendered through 04.11.2020

Z&M Winery SUP \$59.66

Eagle Crossing Plat \$1,748.50

Tri-Hull SUP \$385.91

Rock Ridge Application \$1,350.75

Pride Estates Application \$1,848.50

### Services rendered through 05.09.2020

Prairie Grace Farms	\$253.75
Eagle Crossing Application	\$2,064.00
Metcalf Acres	\$326.25
Rock Ridge Application	\$471.25

Services rendered through 06.13.2020

Prairie Grace Farms	\$217.50
Tri-Hull SUP	\$650.25
Eagle Crossing Plat	\$72.50
Fairmount Replat	\$108.75
Rock Ridge Plat	\$36.25

Services rendered through 07.11.2020

Pride Estates	\$253.75
Eagle Crossing Plat	\$108.75

Services rendered through 08.08.2020

Eagle Crossing Plat	\$1,118.50
Rock Ridge Plat	\$145.00
Tri-Hull SUP	\$72.50

Services rendered through 09.12.2020

Tri-Hull	\$993.50
Eagle Crossing Plat	\$2,040.25

Services rendered through 10.10.2020

Pride Estate	\$290.00
Eagle Crossing	\$217.50

**GRAND TOTALS:**

ROCK RIDGE	\$7,484.50
PRIDE ESATES APPLICATION	\$3,762.00
TRI-HULL	\$2,464.66
Z&M WINERY	\$1,483.41
EAGLE CROSSING PLAT	\$7,683.25
PRAIRIE GRACE FARMS	\$471.25
METCALF ACRES	\$326.25
FAIRMOUNT REPLAT	\$108.75
<b>GRAND TOTAL</b>	<b>\$23,784.07</b>

Respectfully,

**Dalani A. Blacketer**

Office Manager/Executive Administrative Assistant

Leavenworth County Public Works  
300 Walnut, Ste. 007, Leavenworth, KS 66048

(913) 684-0470 P | (913) 684-0473 F | dblacketer@leavenworthcounty.gov

---

**From:** Noll, Bill <BNoll@leavenworthcounty.gov>  
**Sent:** Monday, November 9, 2020 1:24 PM  
**To:** Blacketer, Dalani <DBlacketer@leavenworthcounty.gov>  
**Subject:** FW: Olsson Fees

---

**From:** Voth, Krystal  
**Sent:** Monday, November 9, 2020 12:02 PM  
**To:** Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>  
**Cc:** Sloop, Stephanie <[SSloop@leavenworthcounty.gov](mailto:SSloop@leavenworthcounty.gov)>  
**Subject:** Olsson Fees

Bill,

Could you please provide the fees we've paid to Olsson for the following items:

1. Rock Ridge (Phase I & II)
2. Eagle Crossing
3. Pride Estates
4. Prairie Grace Farms
5. Metcalf Acres
6. Replat Fairmount Farms
7. Lavery Woodworks
8. Tri-Hull
9. Z&M Winery
10. Whiskey Ridge
11. McLouth Iron Works

I think this will give us a really good sampling.

Thanks!

Respectfully,

**Krystal A. Voth, CFM**  
Director  
Planning & Zoning  
Leavenworth County  
913.684.0461

**Invoice**

601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063



September 16, 2019  
 Invoice No: 337700

Mark Loughry  
 County Administrator  
 Leavenworth County  
 300 Walnut Street  
 Leavenworth, KS 66048

**Invoice Total \$23,570.16**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services  
 Professional services rendered through September 7, 2019 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$7,819 - Kick off meetings, general meetings, and correspondence with County staff, progress reports, status of current projects, and project setup
- \$4,750 - Kaw Valley Sand & Gravel Lenape Sand Quarry traffic impact study comments PW 3,909.50 PE 2 9,972.50
- \$1,313 - Rock Ridge subdivision application

Labor \$13,882.00

	Hours	Rate	Amount	
Technical Leader				
Fulton, Tom	13.00	170.00	2,210.00	
Moore, Paul	28.75	170.00	4,887.50	
Senior Engineer				
Blankenship, Lawrence	.50	173.00	86.50	
Luckenbill, Grant	1.00	173.00	173.00	
Parsons, Terence	6.00	173.00	1,038.00	
Schneider, Scott	.50	173.00	86.50	
Project Engineer				
Jeffries, Shannon	7.00	140.00	980.00	
Pleak, Mitchell	29.50	140.00	4,130.00	
Administrative Coordinator				
Kathol, Keely	3.50	83.00	290.50	
Totals	89.75		13,882.00	
<b>Total Labor</b>				<b>13,882.00</b>
				<b>Total this Phase \$13,882.00</b>

Phase 020 Bridge E-58 (Millwood Road over Stranger Creek)

PW Labor  
 \$9,688.16

**Invoice**



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

October 15, 2019  
 Invoice No: 340680

Mark Loughry  
 County Administrator  
 Leavenworth County  
 300 Walnut Street  
 Leavenworth, KS 66048

**Invoice Total \$31,759.73**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services  
 Professional services rendered through October 5, 2019 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$1,995 - Kaw Valley Sand & Gravel Lenape Sand Quarry revised comment letter per applicant's revised truck route
- \$762 - Western Hollow plat application
- \$502.50 - Blevins Tract Split application
- \$762 - Lozenski Tract Split application
- \$432.50 - Reisbig SUP application
- \$243 - Rock Ridg plat application second submittal
- \$245 - Heim Tract Split application
- \$1,160 - MARC application for the extension of Hwy 152 to K7
- \$1,929 - K-45 Bridge Loading review
- \$5,712 - Attend joint PZ and BOCC meeting, general meetings with staff, attended comprehensive charrette as a County representative, progress reports, and correspondence with staff.

PW \$5,945 PZ \$7,798  
 PW Labor \$18,016.73

\$18,743.00

**Labor**

	Hours	Rate	Amount
Technical Leader			
Fulton, Tom	3.00	170.00	510.00
Johnson, Chad	1.00	170.00	170.00
Moore, Paul	18.00	170.00	3,060.00
Senior Engineer			
Blankenship, Lawrence	.25	173.00	43.25
Parsons, Terence	15.00	173.00	2,595.00
Schneider, Scott	5.75	173.00	994.75
Project Engineer			
Dillon, Ian	2.00	140.00	280.00
Jeffries, Shannon	2.00	140.00	280.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**

601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

Mark Loughry  
 County Administrator  
 Leavenworth County  
 300 Walnut Street  
 Leavenworth, KS 66048



November 11, 2019  
 Invoice No: 342919

**Invoice Total \$23,458.05**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services  
 Professional services rendered through November 2, 2019 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

- Services Included this Period:
- \$1,734.25 Private Roadway Standards
  - \$173.00 DEV-19-103 SUP Pupachinos
  - \$502.50 DEV-19-104 Reisbig Landfill SUP
  - \$432.50 DEV-19-105 Rezone
  - \$519.00 Thom Acres Plat
  - \$346.00 DEV-19-111 High Prairie 3rd Replat
  - \$250.00 Lamborn Tract Split
  - \$346.00 Dentside Subdivision
  - \$350.00 Joy Meadows Application
  - \$70.00 Pierce Property Plat Review
  - \$966.00 Culvert Inspection and Maintenance Policy Development
  - \$2,457.25 2020 Bridge Inspection RFP Preparation
  - \$1,033.50 K-45 Arch Bridge Rating Review from HNTB
  - \$2,435.00 General meetings with Staff, progress reports, and correspondence with staff.

PW  
 7,408.50

P&Z  
 4,206.50

\$11,615.00  
 Labor

	Hours	Rate	Amount
Technical Leader			
Johnson, Chad	.50	170.00	85.00
Moore, Paul	7.00	170.00	1,190.00
Team Leader			
Johnson, Brent	4.00	189.00	756.00
Senior Engineer			
Blankenship, Lawrence	.25	173.00	43.25
Luckenbill, Grant	1.00	173.00	173.00
Parsons, Terence	13.00	173.00	2,249.00
Schneider, Scott	13.50	173.00	2,335.50
Project Engineer			
Pleak, Mitchell	33.00	140.00	4,620.00

PW  
 Labor Total  
 \$11,843.05

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice

601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063



December 18, 2019  
Invoice No: 346707

Mark Loughry  
County Administrator  
Leavenworth County  
300 Walnut Street  
Leavenworth, KS 66048

Invoice Total \$23,481.38

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services  
Professional services rendered through November 30, 2019 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$5,258.00 - Lenape Sand Plant Application
- \$1,578.25 - 4H & 155th Intersection Review
- \$173.00 - Pierce Property Plat Application
- \$173.00 - Johnson Ridge Application
- \$259.50 - Fewins Application
- \$173.00 - Thom Acres Application
- \$596.50 - Rock Ridge Application
- \$2,210.00 - 2020 Bridge Inspection RFP
- \$260.75 - Private Road Standards
- \$140.00 - Joy Meadow Application
- \$70.00 - Thomas Lot Split Application
- \$70.00 - Wiehe Tract Split Application
- \$70.00 - Cabo Tract Split Application
- \$70.00 - Howard Tract Split Application
- \$455.00 - Next ERA Energy Haul Road Application
- \$815.50 - Culvert Inspection & Policy Development
- \$2,510.00 General meetings with Staff, progress reports, and correspondence with staff.

PW  
\$ 6,119.50

Pe 2  
\$ 8,763.00

PW Labor  
\$ 8,598.88

Labor \$ 14,882.50

	Hours	Rate	Amount
Technical Leader			
Fulton, Tom	3.50	170.00	595.00
Moore, Paul	11.00	170.00	1,870.00
Team Leader			
Johnson, Brent	3.50	189.00	661.50
Senior Engineer			
Blankenship, Lawrence	.25	173.00	43.25
Parsons, Terence	5.00	173.00	865.00
Schneider, Scott	13.00	173.00	2,249.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



**Invoice**



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

January 06, 2020  
 Invoice No: 347554

Mark Loughry  
 County Administrator  
 Leavenworth County  
 300 Walnut Street  
 Leavenworth, KS 66048

**Invoice Total \$22,478.92**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services  
 Professional services rendered through December 28, 2019 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$2,607.00 - Lenape Sand Plant Application
- \$35.00 - 4H & 155th Intersection Review
- \$1,346.00 - Rock Ridge Application
- \$1,995.50 - 2020 Bridge Inspection RFP
- \$3,578.00 - Private Road Standards
- \$2,215.50 - Next ERA Energy Haul Road Application
- \$259.50 - Winchester Ridge Application
- \$140.00 - Pride Estates Application
- \$260.00 - 152 Extension RFP
- \$1,025.00 - General meetings and correspondence with Staff, progress reports, and assisted Lauren with PE application

PW  
 \$ 6,381  
 PE 2  
 \$ 7,080.50  
 PW Labor  
 \$ 9,017.42

13,461.50

**Labor**

	Hours	Rate	Amount
Technical Leader			
Fulton, Tom	1.00	170.00	170.00
Moore, Paul	6.50	170.00	1,105.00
Team Leader			
Sonner, Brad	2.00	189.00	378.00
Senior Engineer			
Blankenship, Lawrence	2.50	173.00	432.50
Parsons, Terence	3.50	173.00	605.50
Schneider, Scott	13.50	173.00	2,335.50
Project Engineer			
Jeffries, Shannon	1.25	140.00	175.00
Pleak, Mitchell	59.00	140.00	8,260.00
Totals	89.25		13,461.50
<b>Total Labor</b>			<b>13,461.50</b>

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

February 11, 2020  
Invoice No: 349826

Mark Loughry  
County Administrator  
Leavenworth County  
300 Walnut Street  
Leavenworth, KS 66048

**Invoice Total \$31,349.35**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through February 1, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$5,572.00 - Lenape Sand Plant Application
- \$7,295.75 - Next ERA Haul Road Application
- \$1,311.25 - 152 Extension RFP
- \$72.50 - Tri-Hull SUP
- \$507.50 - Private Roadway Standards
- \$1,157.25 - Pride Estates Application
- \$1,190.50 - Rock Ridge Application
- \$483.25 - Winchester Ridge Application
- \$268.50 - Country Corner Application
- \$89.50 - Hartman DayCare Application
- \$268.50 - Fewins Plat Application
- \$179.00 - Boundary Line Adjustment Application
- \$89.50 - HPP 3rd Plat Application
- \$134.25 - Slaymaker Application
- \$667.25 - 2020 Bridge Inspection RFP
- \$2,149.75 - General meetings and correspondence with Staff and progress reports.

PW 3,560.88      P&Z 17,875.38

PW Labor 9,913.10

\$ 21,436.25

Labor

	Hours	Rate	Amount
Industry Expert			
McKerrow, Jeff	3.00	230.00	690.00
Technical Leader			
Fulton, Tom	6.00	176.00	1,056.00
Johnson, Chad	2.50	176.00	440.00
Moore, Paul	9.75	176.00	1,716.00
Senior Engineer			
Dillon, Ian	9.00	179.00	1,611.00

**Invoice**



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

March 19, 2020  
Invoice No: 352637

Mark Loughry  
County Administrator  
Leavenworth County  
300 Walnut Street  
Leavenworth, KS 66048

**Invoice Total \$30,705.40**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through March 7, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$3,157.75 - Lenape Sand Plant Application
- \$2,609.50 - Next ERA Haul Road Application
- \$393.50 - Traffic Impact Plicy for Planning and Zoning
- \$1,423.75 - Z&M Winery SUP
- \$446.75 - Barn Whiskey Ridge
- \$302.50 - INFRA Grant Review
- \$217.50 - 155th Street & 4-H Signing
- \$268.50 - Winchester Ridge
- \$179.00 - Landsfree Plat
- \$313.25 - Eagle Crossing Plat
- \$179.00 - Pierce Plat
- \$290.00 - Private Roadway Standards
- \$253.75 - 158th and Metro Site Investigation
- \$517.75 - Lan-Del Water Main Extension Plan Review
- \$36.25 - Traffic Count on K-7 Scope
- \$253.75 - Irvine Winery SUP
- \$290.00 - Tri Hull SUP
- \$792.25 - Rock Ridge Application
- \$36.25 - 152 Extension RFP
- \$72.50 - Pride Estates Application
- \$4,900.75 - General meetings, program meetings with Bill Noll, general correspondence with staff, and progress reports.

PW  
3,801.88

PEZ  
13,132.38

PW Labor  
13,771.15

16,934.25

Labor

	Hours	Rate	Amount
Industry Expert McKerrow, Jeff	1.00	230.00	230.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

April 23, 2020  
 Invoice No: 355133

**Invoice Total \$30,148.40**

Mark Loughry  
 County Administrator  
 Leavenworth County  
 300 Walnut Street  
 Leavenworth, KS 66048

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through April 11, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

*PW internal info only*

Services Included this Period:

- \$1,185.75 - Lenape Sand Plant Application
- \$3,953.25 - Next ERA Haul Road Application
- \$181.25 - Basehor School District Bus Facility Pre Application
- \$59.66 - Z&M Winery SUP
- \$108.75 - 155th Street & 4-H Signing
- \$134.25 - Winchester Ridge
- \$471.25 - The Oaks Plat
- \$1,748.50 - Eagle Crossing Plat
- \$1,065.50 - Pierce Plat
- \$72.50 - Johnson Ridge Plat
- \$133.18 - Irvine Winery SUP
- \$385.91 - Tri Hull SUP
- \$1,350.75 - Rock Ridge Application
- \$1,778.75 - 152 Extension RFP
- \$1,848.50 - Pride Estates Application
- \$108.75 - Grey Rezoning
- \$4,264.50 - General meetings, program meetings with Bill Noll, general correspondence with staff, and weekly progress reports.

*PW \$10,105.25*

*PW labor \$11,897.40*

*PeZ \$8,745.75*

**Labor**

	Hours	Rate	Amount
Industry Expert			
McKerrow, Jeff	6.00	230.00	1,380.00
Technical Leader			
Fulton, Tom	2.00	176.00	352.00
Moore, Paul	19.50	176.00	3,432.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

May 27, 2020  
Invoice No: 358489

Mark Loughry  
County Administrator  
Leavenworth County  
300 Walnut Street  
Leavenworth, KS 66048

**Invoice Total \$15,459.00**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through May 9, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$72.50 - Lenape Sand Plant Application
- \$72.50 - Next ERA Haul Road Application
- \$497.00 - Basehor School District Bus Facility Pre Application
- \$1,379.50 - Traffic Impact Fee Policy
- \$605.00 - MARC Funding Application Assistance
- \$253.75 - Prairie Grace Farms
- \$108.75 - The Oaks Plat
- \$2,064.00 - Eagle Crossing Application
- \$326.25 - Metcalf Acres
- \$36.25 - SUP Cable RV
- \$108.75 - Lands Free Plat
- \$44.75 - SH-22 Bridge
- \$471.25 - Rock Ridge Application
- \$3,950.50 - General meetings, program meeting with Bill Noll, general correspondence with staff, and weekly progress reports.

PW \$5,468.25      P & Z \$5,890.5

PW Labor \$4,600.25

**Labor**

	Hours	Rate	Amount
Industry Expert			
McKerrow, Jeff	2.00	230.00	460.00
Technical Leader			
Fulton, Tom	4.00	176.00	704.00
Moore, Paul	15.25	176.00	2,684.00
Senior Engineer			
Dillon, Ian	2.50	179.00	447.50
Parsons, Terence	2.00	179.00	358.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

**Invoice**

601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063



June 30, 2020  
Invoice No: 360927

Mark Loughry  
County Administrator  
Leavenworth County Kansas  
300 Walnut Street  
Leavenworth, KS 66048

**Invoice Total \$19,834.55**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through June 13, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

*PW Internal info only.*

Services Included this Period:

- \$362.50 - Lenape Sand Plant Application
- \$471.25 - Next ERA Haul Road Application
- \$854.25 - Basehor School District Bus Facility Pre Application
- \$2,251.00 - Traffic Impact Fee Policy
- \$460.00 - MARC Funding Application Assistance
- \$217.50 - Prairie Grace Farms
- \$650.25 - Tri Hull SUP
- \$217.50 - Local Road Policy
- \$72.50 - Eagle Crossing Plat
- \$108.75 - Fairmount Replat
- \$108.75 - Rocking "C" Estates Replat
- \$36.25 - Kitty Kat Acres Plat
- \$36.25 - Local Road Safety Plan Consult
- \$821.25 - SH-22 Bridge
- \$36.25 - Joy Meadows
- \$253.75 - HRRR
- \$36.25 - Rock Ridge Plat
- \$4,087.75 - General meetings, program meeting with Bill Noll, general correspondence with staff, and weekly progress reports.

*PW*  
*\$ 10,577.55*

*P&Z*

*\$5,169.25*

*PW Labor*  
*\$4,087.75*

**Labor**

	Hours	Rate	Amount
Industry Expert McKerrow, Jeff	2.00	230.00	460.00
Technical Leader Fulton, Tom	3.00	176.00	528.00

**Invoice**



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

July 28, 2020  
 Invoice No: 363245

Mark Loughry  
 County Administrator  
 Leavenworth County Kansas  
 300 Walnut Street  
 Leavenworth, KS 66048

**Invoice Total \$15,075.30**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through July 11, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$2,024.75 - Lenape Sand Plant Application
- \$626.50 - Basehor School District Bus Facility Pre Application
- \$507.50 - Traffic Impact Fee Policy
- \$145.00 - Land Acquisition Policy
- \$253.75 - Pride Estates
- \$108.75 - Eagle Crossing Plat
- \$287.75 - Daily Driver LLC SUP
- \$145.00 - The Oakes Plat
- \$145.00 - Kitty Kat Acres Plat
- \$543.75 - Local Road Safety Plan Consult
- \$2,291.00 - General meetings and correspondence with Staff and weekly progress reports.

*PW Internal only*  
*PW \$ 9,192.80*  
*PW Labor \$ 2,291.00*  
*PEZ \$ 3,591.50*

**Labor**

	Hours	Rate	Amount	
Technical Leader				
Fulton, Tom	2.50	176.00	440.00	
Moore, Paul	7.25	176.00	1,276.00	
Senior Engineer				
Dillon, Ian	1.00	179.00	179.00	
Project Engineer				
Jeffries, Shannon	1.50	145.00	217.50	
Pleak, Mitchell	34.25	145.00	4,966.25	
Totals	46.50		7,078.75	
<b>Total Labor</b>				<b>7,078.75</b>
				<b>Total this Phase \$7,078.75</b>

**Invoice**

601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063



August 21, 2020  
Invoice No: 365320

**Invoice Total \$13,796.88**

Mark Loughry  
County Administrator  
Leavenworth County Kansas  
300 Walnut Street  
Leavenworth, KS 66048

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through August 8, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$6,583.00 - Lenape Sand Plant Application
- \$72.50 - Basehor School District Bus Facility Pre Application
- \$543.75 - Traffic Impact Fee Policy
- \$36.25 - Rocking "C" Replat
- \$362.50 - Basehor-Linwood Elementary School Application
- \$36.25 - Helton SUP
- \$362.50 - Nine Mile Creek Replat
- \$36.25 - B&G SUP
- \$1,118.50 - Eagle Crossing Plat
- \$145.00 - Rockridge Plat
- \$217.50 - Bell Estates Plat
- \$72.50 - The Oakes Plat
- \$253.75 - Hi Point Estates
- \$631.00 - NextEra Energy
- \$36.25 - Chiles Rezoning
- \$36.25 - Herring 12 Rezoning
- \$36.25 - Scott Racing SUP
- \$72.50 - Tri Hull SUP
- \$2,324.75 - General meetings and correspondence with Staff and weekly progress reports.

*PW Internal only*

*PW \$1,363.38*

*PW Labor \$2,324.75*

*PEZ \$10,108.75*

**Labor**

	Hours	Rate	Amount
Team Leader			
Sonner, Brad	2.00	195.00	390.00
Technical Leader			
Fulton, Tom	10.50	176.00	1,848.00
Moore, Paul	12.50	176.00	2,200.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



**Invoice**



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

September 30, 2020  
Invoice No: 368770

Mark Loughry  
County Administrator  
Leavenworth County Kansas  
300 Walnut Street  
Leavenworth, KS 66048

**Invoice Total \$12,761.00**

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through September 12, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

*PW Internal only*

Services Included this Period:

- \$72.50 - F&J Subdivision *PW* \$5,013.00
- \$993.50 - Trihull
- \$1,232.25 - Basehor-Linwood Elementary School Application *PW Labor* \$3,337.00
- \$2,040.25 - Eagle Crossing Plat *P&Z* \$4,411.00
- \$72.50 - Hi Point Estates
- \$3,337.00 - General meetings and correspondence with Staff and weekly progress reports.

**Labor**

	Hours	Rate	Amount	
Technical Leader				
Fulton, Tom	3.00	176.00	528.00	
Moore, Paul	10.25	176.00	1,804.00	
Senior Engineer				
Schneider, Scott	1.50	179.00	268.50	
Project Engineer				
Jeffries, Shannon	1.25	145.00	181.25	
Pleak, Mitchell	34.25	145.00	4,966.25	
Totals	50.25		7,748.00	
<b>Total Labor</b>				<b>7,748.00</b>
				<b>Total this Phase \$7,748.00</b>

Phase 031 Bridge F-46 (166th St over Hog Creek)

**Invoice**



601 P St Suite 200  
 PO Box 84608  
 Lincoln, NE 68501-4608  
 Tel 402.474.6311, Fax 402.474.5063

October 23, 2020  
 Invoice No: 370615

**Invoice Total \$13,719.75**

Mark Loughry  
 County Administrator  
 Leavenworth County Kansas  
 300 Walnut Street  
 Leavenworth, KS 66048

Olsson Project # 019-2831 Leavenworth County On-Call Engineering Services

Professional services rendered through October 10, 2020 for work completed in accordance with Agreement dated August 6, 2019.

Phase 010 General Services

Services Included this Period:

- \$72.50 - McLouth SUP
- \$5,179.75 - Basehor-Linwood Elementary School
- \$217.50 - Rutledge SUP
- \$181.25 - Shockley Acres
- \$688.75 - Utility Policy
- \$290.00 - Pride Estates
- \$290.00 - Sunshine Acres
- \$217.50 - Eagle Crossing
- \$108.75 - Bell Estates
- \$362.50 - Hi Point Estates
- \$3,060.00 - General meetings and correspondence with Staff and weekly progress reports.

*PW Internal Only*  
*PW \$3,051.25*  
*PW Labor \$8,748.75*  
*P&Z \$6,919.75*

**Labor**

	Hours	Rate	Amount	
Industry Expert				
Milius, Michael	.75	230.00	172.50	
Technical Leader				
Fulton, Tom	4.00	176.00	704.00	
Moore, Paul	9.50	176.00	1,672.00	
Project Engineer				
Jeffries, Shannon	1.50	145.00	217.50	
Pleak, Mitchell	54.50	145.00	7,902.50	
Totals	70.25		10,668.50	
<b>Total Labor</b>				<b>10,668.50</b>
		<b>Total this Phase</b>		<b>\$10,668.50</b>

**RESOLUTION 2020-46**  
**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE**  
**COUNTY OF LEAVENWORTH, KANSAS, ESTABLISHING A SCHEDULE OF**  
**FEES TO BE CHARGED FOR CERTAIN SERVICES PROVIDED BY THE**  
**OFFICE OF PLANNING AND ZONING.**

WHEREAS, the office of planning and zoning of Leavenworth County accepts and processes certain applications for matters pertaining to planning and zoning, and provides other services to the public which subsequently provide for private benefit; and

WHEREAS, it is necessary and reasonable that fees be collected by the office of planning and zoning to partially recover the cost of providing those services and the processing those applications and;

WHEREAS, the board of county commissioners has considered a schedule of fees as proposed and recommended by the staff of the office of planning and zoning; and

WHEREAS, the board finds the schedule of fees as proposed and recommended is reasonable;

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

1. The schedule of fees set forth in Exhibit "A", attached hereto and fully incorporated herein, is hereby adopted.
2. Permits for Commercial Buildings shall be a minimum of \$4,600 which includes payment of a Traffic Impact Fee in the event the building is in conjunction with a Special Use Permit or requires a Traffic Study resulting in improvements to County Roads or a required fee.
3. That the office of planning and zoning shall account for the fees collected and that said fees be maintained in an identifiable account of the county.
4. Resolution No. 2019-19 is hereby repealed.
5. Any provision of any previously adopted resolution in conflict with this resolution is declared null and void.

RESOLVED THIS 18 DAY OF NOVEMBER, 2020.

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Doug Smith, Chairman

ATTEST:

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Janet Klasinski  
County Clerk

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Jeff Culbertson, Member

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Vicky Kaaz, Member

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Chad Schimke, Member

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Mike Stieben, Member

# Fee Schedule

## Leavenworth County Planning & Zoning Department

Adjusted per Resolution 2020-46 dated November 18, 2020

<b>Residential Building Permits</b>	
New Single-Family Home	\$4,600
Home Replacement	\$800
Accessory Dwelling Units	\$800
<b>Residential Additions</b>	
Less than 500 sq. ft	\$80
500 + sq. ft.	\$135
Deck Permits	\$30
<b>Accessory Buildings &amp; Additions</b>	
Agricultural*	\$0
Less than 500 sq. ft	\$30
500 + sq. ft.	\$80
Building Permit Renewal	\$25

<b>Subdivision</b>	
Boundary Line Adjustment	\$200
Lot/Tract Split	\$250
<b>Plat Subdivision 2 Lots or Less</b>	
Preliminary Plat	\$300
Final Plat or Re-Plat	\$225
<b>Plat Subdivision 3 Lots or More</b>	
Preliminary Plat	\$450
Cost for every Lot over 3	\$60
Final Plat or Re-Plat	\$400
Cost for every Lot over 3	\$15
Cost Each Additional Review	\$75

<b>Public Works Fees</b>	
Entrance Permit	\$150
Professional Development Fee	Per Policy

<b>Copies and Research Rates</b>	
Copies per page	\$0.25
Per hour of research	\$25
Zoning and Subdivision Regs	\$25

<b>Sanitary Permits</b>	
New Septic Permit	\$150
Percolation Test Inspection	\$100
Septic Repair Permit	\$50
Engineered System Compliance	\$500
Real Estate Resale Inspection**	\$150
<b>Sanitary Licenses</b>	
Septic Installer License	\$200
Home Owner One-Time License	\$75
Septage Hauler License	\$50
Wastewater Designer License	\$150

<b>Development Permits</b>	
Special Use Permit & Rezoning	\$400
Home Occupation Permit	\$100
Temporary Special Use Permit	\$100
Variance	\$300
Sign Permit	\$75
Site Plan Review	\$50
Fireworks Stand Permit	\$500
Floodplain Permit	\$100

<b>Commercial Building Permits</b>	
Minimum Commercial Building Permits***	\$4,600
<b>Commercial Additions</b>	
Less than 500 sq. ft	\$250
500 + sq. ft.	\$275
<b>Commercial Accessory Buildings</b>	
Less than 500 sq. ft	\$200
500 + sq. ft.	\$300

\*Requires compliance with Zoning & Subdivision Regulations and agricultural exemption approval.

\*\*If there is a dispute by the property owner/ potential buyers regarding inspection results, the applicant may request Leavenworth County Planning and Zoning Staff make an inspection of the On-Site Sewage Management System.

\*\*\*Minimum fee of \$4,600 including any traffic impact fees which are required.

**Leavenworth County  
Request for Board Action  
DEV-20-129 TSUP for King's Construction**

**Date:** November 18, 2020  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

**Department Head Review:**           Krystal Voth, Reviewed          

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve a Temporary Special Use Permit for King's Construction for a borrow/crushing/storage area for the Eisenhower Road Improvement Project.

**Analysis:** King's Construction is proposing to use a portion of a 122-acre tract of land which is located directly on the Eisenhower Road Project in order to borrow approximately 30,000 cubic yards of dirt. Primarily, the southeast 10 acres of the property will be used as the borrow site. The rock crushing will take place along the southern portion of the property as identified on the submitted exhibit, away from the proposed borrow site. King's construction will recycle the asphalt millings from the road project. All millings to be sold will be hauled away by King's Construction in order to limit the amount of truck traffic coming to the site. The applicants are required to submit a SWPPP and NOI to the State for approval. They shall be required to adhere to the submitted documents. These measures will help to reduce erosion pollution. The location of the site is ideal due to the proximity to the road project, which will help decrease any impact on the rest of the County. The area is proposed to be used from approximately November 23, 2020 until December 31, 2021. This timeline may shift some depending on weather and the project schedule. Typically, the hours of operation will be from 7:00AM until 5:30PM. This project is necessary in order for the successful construction of the Eisenhower Road Project.

**Recommendation:** Staff recommend approval of Case No. DEV-20-129, TSUP for King's Construction for a borrow/crushing/storage area for the Eisenhower Road Improvement Project subject to the following conditions:

1. The applicants shall submit a completed and approved SWPPP and NOI to the County prior to any construction activities;
2. The applicant shall provide an intersection sight distance verification memorandum at the proposed access points to ensure safe turning movements. Said work shall be conducted, signed and sealed by a licensed Kansas engineer;
3. The applicant shall abide by the memorandum from Mr. Chuck Magaha dated November 4, 2020;
4. The hours of operation shall be Monday-Friday from 7:00AM until 5:30PM;
5. The TSUP shall be valid during the duration of the Eisenhower Road Project;
6. The site shall be reclaimed and permanently seeded;
7. Commercial sales of the asphalt millings shall not be permitted on site;
8. Water shall be used during all rock crushing in order to reduce dust accumulation;
9. The applicant shall abide by any and all Local, State and Federal requirements

**Alternatives:**

1. Deny of Case No. DEV-20-129, TSUP for King's Construction for a borrow/crushing/storage area for the Eisenhower Road Improvement Project;

2. Modify the conditions for of Case No. DEV-20-129, TSUP for King's Construction for a borrow/crushing/storage area for the Eisenhower Road Improvement Project.

**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:**

\$0.00

**Additional Attachments:** Narrative, Application, Memorandums.

# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Kings Construction Laydown Yard  
**Date:** November 4, 2020

Krystal, thank you for the opportunity to review the special use permit submitted by Kings Construction for the storage of construction material and rock crusher located on Eisenhower Rd just west of the City Limits of Leavenworth. I would ask if a Explosive permit is requesting, that Emergency Management be the inspection point of contact, the State Fire Marshal's Office will pass the inspection to the Jurisdiction having Authority to complete the inspection. We inspect the Hamm's Quarry sites on a regular basis and we know the regulation that is required for the explosive permits. I would ask that the applicant allow regular inspection for local responders during business opening hours to do visual checks of the property. That if there is a spill of any type of hazardous material we are notified so proper documentation can be filled out for the landowner. The only comment regarding to this permit would be to have an emergency contact person 24 hours a day posted in view of responders in the event of an emergency placed on the fence or building.

If you have any question please feel free to contact me at 684-0455.



## Voth, Krystal

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**From:** Mitch Pleak <mpleak@olsson.com>  
**Sent:** Thursday, November 5, 2020 3:59 PM  
**To:** Voth, Krystal; Noll, Bill; Anderson, Lauren  
**Cc:** 019-2831; Paul Moore  
**Subject:** King's Construction - Eisenhower Road Project  
**Attachments:** 2020.10.29 Application.pdf

**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.

All,

Comments on the application:

- SWPPP and NOI need to be complete prior to any construction activities.
- Applicant shall provide an intersection sight distance verification memorandum at the proposed access points to ensure safe turning movements. Said work shall be conducted by a licensed Kansas engineer. Memorandum shall be signed and sealed.

Thanks,

Mitch Pleak

**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*

# Planning & Zoning Department

Leavenworth County Courthouse  
300 Walnut St, Suite 212  
Leavenworth, KS 66048

[www.leavenworthcounty.gov](http://www.leavenworthcounty.gov)

Phone (913) 684-0465  
[pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

## APPLICATION FOR SPECIAL EVENT PERMIT Including Fireworks Stands

FOR THE UNINCORPORATED AREA OF  
LEAVENWORTH COUNTY, KANSAS

A PRE-APPLICATION CONFERENCE IS REQUIRED PRIOR TO  
SUBMITTAL OF ANY APPLICATION

**This is an application for a Special Event Permit. This form must be completed and filed in accordance with the Leavenworth County Zoning & Subdivision Regulations. An incomplete application will not be accepted. The non-refundable application fee, as set by the Board of County Commissioners, shall accompany this request.**

**DEADLINE:** All application materials shall be submitted thirty (30) days prior to the event.

### APPLICANT INFORMATION

Name of Applicant: Kent A. King  
Company or Group: Kings Construction Co, Inc  
Mailing Address: 205 Walnut Oskaloosa, KS 66066  
Phone Number: 785-863-2534 Email Address: Kent@Kings-Const.com  
Does applicant own property in states or counties other than Kansas and Leavenworth County?  
Yes  
Name of Authorized Agent: Kent A. King

**EVENT INFORMATION – ALL property owners must be listed on this form. Property owner's written permission must be provided by mail, or email to the Planning Office at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov) before a permit can be approved.**

Record Owner of Property: Steve Sloan  
Location of Special Event: 17001 Springdale Rd, LV KS  
Special Event or Temporary Use is: Laydown Yard  
Date(s) of Special Event: Nov. 23, 2020 - Dec. 31, 2021  
Hours of Operation: 7am to 5:30

## Special Use Permit Narrative

Kings Construction proposes to use the property of Steven James Sloan and Fevurly Family Living Trust, vacant agricultural land, legal description N1/2, S16, T9S, R22E, as a borrow/crushing/storage area for Leavenworth County project "Eisenhower Road Improvements."

Kings Construction plans to borrow approx. 30,000cy of dirt from the site (please see site plan attached for specific area). We would also like to use a small portion of the area to setup our rock crusher and recycle the waste asphalt from the project into asphalt millings for resale.

The area will be used from approximately November 23, 2020 to December 31, 2021. Although no winter shutdown is scheduled, weather will impact daily construction activity. Hours of operation will be from 7:00am to 5:30pm. During the winter months, the hours may vary slightly to adjust for daylight (dawn to dusk).

There is an existing entrance in the NE corner of the property right off Eisenhower road. This will be the construction entrance and exit for the duration of the project for the borrow/crushing area. Kings will follow the job phasing plan in the plans and will follow any traffic control stated for the current phase for construction traffic. Any millings sold will be hauled to the customer by Kings Construction only, to eliminate any further traffic in the construction zone.

Kings would like to use this property because it conveniently sits right on the project, it is vacant, and the landowner has provided authorization for use.

There will be an NOI with a SWPPP plan in place for the area that will require pollution control measures be taken, therefore any possible erosion pollution will be controlled. Kings will be required to maintain this area for the duration of the project. Water will be used during the crushing operation that will minimize dust. Our rock crusher is state certified and must undergo yearly testing that monitors its air pollution. The air emissions test is current, the rock crusher is within emissions guidelines and it is approved to run. All equipment on the borrow area, including the rock crusher, will only be run during the stated hours, therefore minimal construction noise should be expected but not disruptive.

The special use of this land will be temporary only. In the borrow area, we will strip and stockpile the black dirt first, take the dirt we need, and then replace the black dirt and permanently seed. The goal is for the property to be restored back to its original condition upon completion (as close as possible, with taking 30,000 cy of dirt). In the crushing area, we will crush the asphalt waste from the job and sell the millings throughout the duration of the project. Once the crushing is complete, the crusher will be moved back to our facility in Jefferson County and the area will be restored back to its original condition.

The site overview attached has three areas identified. The two areas on the SE side are the areas we plan to utilize the most. The area that is identified in the middle of the property is backup only. If we run out of dirt on the SE side we will begin taking from that area. It will also be included in the NOI and SWPPP so all pollution control measures will be taken if the area is disturbed.

Exemption (7)  
Transfer from a trust to beneficiary without consideration

\* 2 0 1 3 R 0 9 2 6 1 2 \*  
Doc #: 2013R09261  
STACY R. DRISCOLL/REGISTER OF DEEDS  
LEAVENWORTH COUNTY  
RECORDED ON  
09/25/2013 02:38PM  
RECORDING FEE: 12.00  
INDEBTEDNESS: 0.00  
PAGES: 2

Entered in the transfer record in my office this  
25 day of Sept, 2013  
Janet Klasinski By Betty Cal

**SPECIAL WARRANTY DEED**

THIS DEED, Made this 28 day of September, 2012 between Grantor, Steven James Sloan, Successor Trustee of the Mary Ellen Sloan Revocable Trust dated January 4, 2001, as first party, and Grantees, **Steven James Sloan, a married person, and Joelyn Kay Fevurly, a married person,** as second parties,

WITNESSETH, That first party, by these presents CONVEYS AND WARRANTS, unto second parties, heirs and assigns, with **Steven James Sloan, and Joelyn Kay Fevurly** each to own an undivided one half (1/2) interest, in all the estate, right, title, interest, and claim which first party has in and to the following described real estate situated in Leavenworth County, in the State of Kansas, to wit:

**SEE ATTACHED LEGAL DESCRIPTION**

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

In Witness Whereof, first party has executed this deed on the day and year first above written.

Steven James Sloan TRUSTEE  
Steven James Sloan, Trustee

STATE OF KANSAS )  
COUNTY OF Brown )

BE IT REMEMBERED, That on this 28 day of September, 2012 before me, the undersigned, a notary public in and for the County and State aforesaid, came Steven James Sloan, Successor Trustee of the Mary Ellen Sloan Revocable Trust dated January 4, 2001, as amended, personally known to me to be the same person who executed the above deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

**PEGGY SIEBENMORGEN**  
Notary Public - State of Kansas  
My Appt. Expires 4-29-16

Peggy Siebenmorgen  
Notary Public  
My Commission expires: 4-29-2016

G. Ronald Bates #12 ✓

A tract of land beginning at a point on the Quarter Section line between the Northeast and Northwest Quarters of Section 16, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, where said line touches the center of the Lawrence Road; thence running South along said Quarter Section line between said Northeast and Northwest Quarters of said Section 16, 14 chains and 77 links to the center of said Section; thence West along the line between the Northwest and Southwest Quarters of said Section 16, 15 chains and 91.5 links to the center of Tonganoxie Drive (formerly Lawrence Road; thence Northeasterly 21 chains and 88 links to the point of beginning,

AND ALSO:

All that part of the Northeast Quarter of Section 16, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, lying South and East of Tonganoxie Drive (formerly Lawrence Road),

LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 16, Township 9 South Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point where the East line of Tonganoxie Drive (formerly Lawrence Road) crosses the North line of said Section 16, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas; thence Southwest along the East line of Tonganoxie Drive (formerly Lawrence Road) 1500 feet; thence Southeast at a 90 Degree angle 430 feet; thence Northeast parallel with the East line of Tonganoxie Drive (formerly Lawrence Road) 1500 feet; thence Northwest at a 90 Degree angle 430 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the North Half of Section 16, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point 50 feet North of the East Quarter corner of said Section 16, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas; thence West 3016.19 feet to a point; thence on a 3 Degree curve to the right with a radius of 1859.86 feet for a distance of 445.22 feet to the East right-of-way line of Tonganoxie Drive (formerly known as Lawrence Road and Leavenworth-Tonganoxie Road); thence Southwest along said right-of-way line 127.00 feet to a point; thence East 3548.19 feet; thence North 30 feet to the point of beginning.

OWNER AUTHORIZATION

\*I/WE STEVEN J. SLOAN, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 26 day of OCTOBER, 2020, make the following statements, to wit:

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

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Kings Construction (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, 00000 Toopack Dr, Leavenworth, Mo, 64085, R22E (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

\* Steven J. Sloan  
Owner

\* [Signature]  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 26 day of Oct, 2020  
by Steven Sloan

My Commission Expires:

[Signature]  
Notary Public



ATTACHMENT B

OWNER AUTHORIZATION

\*I/WE Joelyn Fevurly, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 26 day of October, 2020, make the following statements, to wit:

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

See Attachment "A" attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize Kings Construction (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, \_\_\_\_\_

0000 Tanganoxie Dr, Leavenworth, Mo, 64082, R22E (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

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

\* Joelyn Fevurly  
Owner

\* [Signature]  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledge before me on this 26<sup>th</sup> day of Oct, 2020

by [Signature] Joelyn Fevurly

My Commission Expires:

[Signature]  
Notary Public



ATTACHMENT B



Laura Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

Kings Construction

## ISSUE DATE

10/14/2020

## TRANSACTION ID

T62H-KB8R-5658

## CONFIRMATION NUMBER

C7RN-PNKY-BRTM

**TAX CLEARANCE VALID THROUGH 01/12/2021**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*



# Untitled Map

Write a description for your map.

Legend



# Leavenworth County Request for Board Action

Date: 11/18/2020

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:** Approve the contract agreement for the construction of the Eisenhower Road Sales Tax Project, with the previously accepted low bid, to Kings Construction Co., Inc.

**Recommendation:** Approval

### **Analysis:**

Eisenhower Road Improvement Construction bids were presented to the BoCC on October 28, 2020. At that time, the Board of County Commissioners accepted the low base bid of \$5,883,421.55 submitted by King's Construction.

The City of Lansing has not yet entered into an agreement with the County to include, in the contract, Bid Alternate 1, construction of an 8' sidewalk on the southern side of the project.

The City of Leavenworth has not yet entered into an agreement with the County to include, in the contract, Bid Alternate 2, the installation of a traffic signal at the intersection of Eisenhower and 20<sup>th</sup> Street.

At this time, we are requesting to enter into a construction agreement with Kings Construction for only the base bid. The contractor can receive notice to proceed as early as November 23, 2020 with an required completion date of December 31, 2021. Delaying the approval of the contract agreement could delay the completion of Eisenhower Road.

*Contract Base Bid = \$5,883,421.55*

*~5% Contingency = \$295,000.00*

*Total Requested = \$6,178,421.55*

**Alternatives:** Deny, Table

### **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds (Sales Tax Fund)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** Not to Exceed \$6,178,421.55

**Additional Attachments:** Eisenhower Project Manual Contract Agreement

LEAVENWORTH COUNTY, KANSAS

AGREEMENT BETWEEN  
LEAVENWORTH COUNTY, KANSAS  
AND CONTRACTOR

For

EISENHOWER ROAD IMPROVEMENTS

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_,

20\_\_\_, by and between Leavenworth County, Kansas, hereinafter the "County", and

\_\_\_\_\_, hereinafter the "Contractor";

WITNESSETH:

WHEREAS, the County has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents, as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the County, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly awarded to the Contractor a contract therefor upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the County for itself and its successors, and the Contractor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work as designated, described and required by the Contract Documents, to wit: **Eisenhower Road Improvements**, all in accordance with the Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General, Supplementary and Special Conditions, Plans, Specifications and other Contract Documents as defined in Article 1 of the General Conditions of the Contract for Construction, on file with Leavenworth County, Kansas, all of which Contract Documents

form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the County, and in accordance with the laws of the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The County shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. The Contractor shall commence work upon the date stated in the Notice to Proceed, and will be complete with all work covered by this Contract as stated herein:

- A. The notice to proceed will be issued no sooner than November 23, 2020.
- B. The undersigned hereby agrees to complete all work covered in this contract including punch list items by December 31, 2021.
- C. All permanent seeding shall be completed within the dates shown in the technical specification.

Liquidated damages based on the full bid price of the Contract shall be assessed against Contractor, as stipulated liquidated damages and not as a penalty, in an amount as set forth in paragraph GC-46 of the General Conditions for each and every calendar day the work remains incomplete over the specified completion times stated above.

ARTICLE IV. The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent of the County. In case such consent is given, the Contractor shall be permitted to subcontract a portion thereof, but shall self-perform not less than forty percent (40%) of the total Contract Price based upon the unit prices within the Bid submitted to the County by the Contractor. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and Bonds applicable thereto.

ARTICLE V. Contractor specifically acknowledges and confirms that: 1.) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; 2.) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and 3.) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE IX. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, Leavenworth County, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed six (6) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

LEAVENWORTH COUNTY, KANSAS

By \_\_\_\_\_  
Doug Smith, Chairman – Board of  
Leavenworth County Commissioners

ATTEST:

\_\_\_\_\_  
Janet Klasinski  
County Clerk

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

(Seal)

Title \_\_\_\_\_ President \_\_\_\_\_

**(If the Contract is not executed by the president of the corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, Contractor shall furnish County a current certificate of good standing, dated within ten (10) days of the date of this Contract.)**

END OF SECTION

# Leavenworth County Request for Board Action

Date: November 18, 2020

To: Board of County Commissioners

From: Public Works

Department Head Approval: Bill Noll

## Additional Reviews as needed:

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Consideration of the release of 10% retainage for 'Dust Abatement Group 2' Contract

**Recommendation:** Deny

### **Analysis:**

Leavenworth County Dust Abatement Program Road Surfacing Plans Group 2 Contract Documents, General Conditions, Monthly Estimates (page 54):

*"From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner."*

Completed Contract Amount: \$5,425,729.49

Withheld 10% Retainage: \$542,572.94

**Alternatives:** Accept, Table

### **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: \$542,572.94 (Previously Approved Contract & Funding - Sales Tax)**

**Additional Attachments:**



# LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM



## ROADWAY SURFACING PLANS

### GROUP 2

174<sup>th</sup> Street (Evans Rd. to State Ave.)  
178<sup>th</sup> Street (Highview St. To Hatchell Rd.)  
171<sup>st</sup> Street (Parallel Rd. to Leavenworth Rd.)  
163<sup>rd</sup> Street (Leavenworth Rd. to Hollingsworth Rd.)  
Leavenworth Road (187<sup>th</sup> St. to 179<sup>th</sup> St.)  
Donahoo Road (163<sup>rd</sup> St. to 155<sup>th</sup> St.)

COUNTY OF LEAVENWORTH

SCOPE OF WORK,  
CONTRACT DOCUMENTS AND  
SPECIFICATIONS

PREPARED BY:



**SCHLAGEL & ASSOCIATES, P.A.**  
ENGINEERS • PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS  
14920 W. 107TH STREET, LENEXA KANSAS 66215 - 4018  
MAIN (913) 492 - 5158 FAX (913) 492 - 8400

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## **NOTICE TO CONTRACTORS**

Sealed proposals will be received from Bidders by the County of Leavenworth, hereinafter referred to as the Owner, at the Leavenworth County Clerk, Courthouse, 300 Walnut, Leavenworth, KS 66048 until **10:30 A.M., Thursday May 16th, 2019** for the furnishing of all material and labor necessary to construct improvements for the LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – ROADWAY SURFACING PLANS – GROUP 2. Said program to include, but not limited to roadway paving and other appurtenant items to complete the project, ready for its intended purpose. Bids will be opened and publicly read at shortly thereafter in the office of the County Clerk. Contractors will be notified of the results within 10 days after the date set above for the bids to be opened. The Contract shall be awarded to the lowest responsible bidder, however the County of Leavenworth reserves the right to reject any or all bids and to waive informalities or irregularities in bids.

Copies of plans and specifications can be seen or purchased for a Non-Refundable fee on-line at [www.drexeltech.com](http://www.drexeltech.com) in their eDistribution plan room, additional assistance is available at [distribution@drexeltech.com](mailto:distribution@drexeltech.com). Information regarding this project can be found in the "Public Jobs" link on the website. Contractors desiring the Contract Documents for use in preparing bids may also obtain a set of such documents from Drexel Technologies; 10840 West 86<sup>th</sup> Street, Lenexa, KS 66214, telephone number is 913-371-4430. Bidding documents will be shipped only if the requesting party assumes responsibility for all related charges. Corporate, certified, or cashier's checks shall be made payable to Drexel Technologies, Inc.

Each bid shall be made on a printed proposal form included with these documents. Bids shall be submitted in sealed envelopes and shall be marked LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2. All proposal forms shall be properly executed by an officer of the firm making such proposal.

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Each bidder shall file with his bid a bid bond, cashier's check or a certified check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of his bid.

Non-resident corporations that are not already registered with the Kansas Secretary of State and all non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars (\$10.00) for each and every contract as a precedent to commencing work on the contract. For contracts in excess of Ten Thousand Dollars (\$10,000.00) the foreign contractor shall file with the Director of Revenue an acceptable bond in an amount of ten percent (10%) of the contract.

Questions over the Plans, Specifications, and Contract Documents shall be submitted to Mark A. Breuer P.E., Schlagel & Associates, P.A., 14920 W.107<sup>th</sup>, Lenexa, Kansas, 66215, via email to [mab@schlagelassociates.com](mailto:mab@schlagelassociates.com) .Deadline for questions requiring a formal response shall be 5 business days prior to bid opening.

Leavenworth County Public Works Dept.

Leavenworth County

Mike Spickelmier, P.E  
Director of Public Works

Doug Smith  
Chairman, County Commission

ATTEST:

Janet Klasinski  
County Clerk



COUNTY OF LEAVENWORTH  
DEPARTMENT OF PUBLIC WORKS  
300 Walnut Street, Suite 007  
Leavenworth, Kansas 66109  
(913) 684-0470



## LEAVENWORTH COUNTY DUST ABATEMENT PROJECT GROUP 2 ROADWAY SURFACING

**Location:** Group 2 is approximately 7 miles of existing gravel roadway located in Leavenworth County, 174<sup>th</sup> Street (Evans Rd. to State Ave.), 178<sup>th</sup> Street (Highview St. to Hatchell Rd.), 171<sup>st</sup> Street (Parallel Rd. to Leavenworth Rd.), 163<sup>rd</sup> Street (Leavenworth Rd. to Hollingsworth Rd.), Leavenworth Road (187<sup>th</sup> St. to 179<sup>th</sup> St.), Donahoo Road (163<sup>rd</sup> St. to 155<sup>th</sup> St.).

**Scope:** The contractor is to install a double chip-seal surface including an 8" granular base as a solution to permanent dust control. An alternate bid is requested for an asphalt pavement section in lieu of the double-chip seal. The width of the pavement shall be typically 22', and shall match the existing roadway width. Driveways encountered along the route will receive additional gravel to match the installed chip-seal surface elevation with a slope that shall not exceed 7% and will match the existing driveway width.

Grading activities will be limited to subgrade preparation and modification as required by the contract documents. Construction staking and layout shall be limited to the establishment of a best fit centerline of the typical section of new pavement within the limits of the existing roadbed.

**Deliverables:** Contractor is to provide all tickets for material quantities used on the project. These quantities will be utilized by the Department of Public Works roadway data and records for future use and reference on similar projects, as well as payment certifications. The contractor is to deliver a final roadway that meets the installation typical section provided for the location indicated, as directed by the County Engineer. After completion, the Contractor shall provide a set of Record Drawings which include documentation of all installed pavement, subgrade, and signage material quantities and locations.

**Bid:** The contractor is to bid the provided line items. An alternate bid is requested for an asphalt pavement section in lieu of the double-chip seal. Payment will be made for installed quantities of the selected surfacing materials, as verified by the County Engineer.

**Bonding and Warranty:** The contractor shall provide a bid bond, performance bond, statutory bond, and maintenance bond on installation and materials as outlined in the instructions to bidders



## INSTRUCTION TO BIDDERS

### 1. PROPOSAL

All proposals shall be made on the forms provided in this bound volume of Contract documents. Each proposal must be enclosed in a sealed envelope plainly marked LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2. All proposals shall be addressed to “County Clerk”, County of Leavenworth, 300 Walnut, Leavenworth, Kansas, Attention: “County Engineer”. All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications and Contract Documents.

### 2. PROPOSAL GUARANTEE

Each bid shall be accompanied by a certified check, cashier’s check, or Bid Bond drawn on an acceptable Bank, made payable, without condition, to the County of Leavenworth, Kansas, in an amount of not less than five percent (5%) of the total bid. The amount of said check may be retained by and forfeited to the County of Leavenworth as liquidated damages if such proposal is accepted and the contract awarded, and the bidder fails to enter into a contract in the form prescribed, with the required maintenance, performance and statutory bond, within ten (10) days after such award is made by the County of Leavenworth. Bid checks will be returned to unsuccessful bidders at such time as their bids have been rejected and to the successful bidder upon receipt of statutory maintenance, performance and statutory bond, in an amount equal to 100 percent of the contract.

### 3. TAXES

It is the intent of the County to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing this proposal, omit from his computed costs all appropriate Sales and Compensating Taxes.

The Contractor, subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. He may reproduce as many copies of the certificate as needed.

Upon completion of this project, the Contractor shall furnish to the County Clerk a sworn statement, on a form to be provided by the Director of Taxation of the State of Kansas, that all purchases made using the sales tax exemption certificate were entitled to exemption under K.S.A. 79-3606 as amended. The sworn statement shall be supplied before approval for final payment on the Contract is given. Copies of all invoices associated with this project, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the County. All such invoices will be held by the County for a period of not less than five (5) years and shall be subject to audit by the Director of

Taxation of the State of Kansas.

4. TIME OF COMPLETION

The attention of the bidder is called to provisions hereinafter stipulated relative to delays, extensions of time, and liquidated damages.

5. WITHDRAWAL OF BID

No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of said proposals.

A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

6. ACCEPTANCE AND REJECTION OF BIDS

The County of Leavenworth reserves the right to accept the bid which, in its judgment, is the best bid for the work covered by the proposal, and to award the bid, or to reject any or all bids for any reason and to waive irregularities and informalities in any bid submitted.

7. BONDS

The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount of the contract to be awarded in each case. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

8. INSURANCE

The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth against all hazards or risks of loss as hereinafter specified. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the

County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.

1. "Owners and Contractors"

General Liability –

- |                               |  |
|-------------------------------|--|
|                               | \$1,000,000.00 Combined<br>Single Limit (CSL)  |
| 2. "Workers Compensation"     | Each Accident \$500,000;<br>Disease Policy Limit \$500,000;<br>Disease – Each Employee<br>\$500,000                            |
| 3. "Comprehensive Automobile" | \$1,000,000.00 (CSL) – to cover<br>Liability all owned, non-owned and<br>hired vehicles, including the<br>loading & unloading. |
| 4. "Comprehensive General"    | \$1,000,000.00 (CSL) – this Liability<br>covers only the contractor, not the same<br>policy as #1.                             |
| 5. "Performance Bond"         | 100 percent of the contract, intact<br>throughout the life of the contract.  |
| 6. "Materials and Labor"      | 100 percent of the contract, intact<br>throughout the life of the life of<br>contract.   |

All subcontractors shall have the same minimum coverage.

All policies shall be on a "per occurrence" basis.

Satisfactory certificates of insurance shall be submitted to the County prior to execution of the contract documents, and the form, limits and duration of said policies shall be subject to the approval of the County.

All policies and bonds shall be written by companies authorized to do business in the State of Kansas.

#### 9. BID PREFERENCE

Existing State Law (K.S.A. 75-3740a) requires that to the extent permitted by federal law and regulations the County, when letting contracts for bids, must require a successful bidder-contractor domiciled outside the State of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas Contractor as would be required of such Kansas domiciled Contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition and if it is determined by the County that the apparent lowest and best bidder is a foreign domiciled Contractor who has failed to comply with this state requirement, such bid shall be rejected.

## 10. NON-DISCRIMINATION

During the performance of this contract or any subcontract resulting there from, the Contractor, all subcontractors and vendors shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work done under this contract because of race, religion, color, sex, national origin, ancestry, age or disabilities. In all solicitations or advertisements for employees, the Contractor, all subcontractors and vendors shall include the phrase "Equal Opportunity Employer" or a similar phrase as may be approved by the Kansas Commission of Civil Rights.

If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights which has become final, the Contractor, subcontractor or vendor shall be deemed to have breached this contract and it may be cancelled, terminated or suspended, in whole or in part, by the County.

## 11. COMPETENCE OF BIDDER

Before award of the Contract the successful bidder will be required to satisfy the Board of County Commissioners as to his experience and competence to construct the work, and as to his integrity and reliability to carry the provision of his Performance Bond, and as to his resources for its vigorous prosecution.

## 12. EXAMINATION OF PROPOSED WORK

Each bidder must examine for himself the location of the proposed work and conditions affecting the work. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of the any part of the Specifications or Contract Documents, he may submit to the Engineer a written request, not less than 72 hours prior to the time of bid opening, for an interpretation thereof. Any interpretation of the documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The owner or Director will not be responsible for any interpretations of the documents

## 13. BID MATERIALS AND PROPOSAL DISCREPANCY

The Bidder shall base his bid on materials and equipment complying fully with the Specifications and Contract Documents, and in the event the bid specifies materials or equipment which do not so conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

In case of discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the products of the quantities of work and the Unit Prices, Bidder agrees that the Unit Prices shall govern, and any errors found in said products and Gross Sum may be corrected by the Owner.



# LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2

## LEAVENWORTH COUNTY, KANSAS

### PROPOSAL FORM

Ladies and Gentlemen:

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

<b>174TH STREET - BASE BID</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	1,178.7	SY		
2	AB-SPECIAL (8")	6,041.4	TON		
3	MC-250	4,125.4	GAL.		
4	MC-800	3,536.1	GAL.		
5	CM-K	353.6	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	136.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL BASE BID#1</b>	
<b>174TH STREET ALTERNATE#1 BID</b>					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)	1,178.7	SY		
2	2" HMA SURFACE (SR 12.5A)	1,281.8	TON		
3	4" HMA BASE (SR 19A)	2,563.6	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	136.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #1 BID #1</b>	

174TH STREET ALTERNATE #2 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	11,786.9	SY		
2	4" HMA BASE (BM-2B)	2,563.6	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	136.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL</b>	
				<b>ALT. #2 BID #1</b>	

PROPOSAL FORM (CONT.)

178TH STREET – BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	1,626.7	SY		
2	AB-SPECIAL (8")	8,337.7	TON		
3	MC-250	5,693.5	GAL.		
4	MC-800	4,880.1	GAL.		
5	CM-K	488.0	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	224.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	4.0	EA		
				<b>SUBTOTAL BASE BID #2</b>	
178TH STREET ALTERNATE #1 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	1,626.7	SY		
2	2" HMA SURFACE (SR 12.5A)	1,769.0	TON		
3	4" HMA BASE (SR 19A)	3,538.1	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	224.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	4.0	EA		
				<b>SUBTOTAL ALT.#1 BID #2</b>	
178TH STREET ALTERNATE #2 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	16,267.1	SY		
2	4" HMA BASE (BM-2B)	3,538.1	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	224.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	4.0	EA		
				<b>SUBTOTAL ALT. #2 BID #2</b>	

PROPOSAL FORM (CONT.)

171ST STREET – BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	953.3	SY		
2	AB-SPECIAL (8")	4,886.4	TON		
3	MC-250	3,336.7	GAL.		
4	MC-800	2,860.0	GAL.		
5	CM-K	286.0	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	72.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL BASE BID #3</b>	
171ST STREET ALTERNATE #1 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	953.3	SY		
2	2" HMA SURFACE (SR 12.5A)	1,036.8	TON		
3	4" HMA BASE (SR 19A)	2,073.5	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	72.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #1 BID #3</b>	
171ST STREET ALTERNATE #2 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	9,533.4	SY		
2	4" HMA BASE (BM-2B)	2,073.5	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	72.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #2 BID #3</b>	

163RD STREET – BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	2,164.6	SY		
2	AB-SPECIAL(8")	11,094.8	TON		
3	MC-250	7,576.2	GAL.		
4	MC-800	6,493.9	GAL.		
5	CM-K	649.4	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	112.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL BASE BID #4</b>	
163RD STREET ALTERNATE #1 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	2,164.6	SY		
2	2" HMA SURFACE (SR 12.5A)	2,354.0	TON		
3	4" HMA BASE (SR 19A)	4,708.1	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	112.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #1 BID #4</b>	
163RD STREET ALTERNATE #2 BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	21,646.2	SY		
2	4" HMA BASE (BM-2B)	4,708.1	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	112.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #2 BID #4</b>	

<b>LEAVENWORTH ROAD – BASE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	1,343.6	SY		
2	AB-SPECIAL(8")	6,886.6	TON		
3	MC-250	4,702.6	GAL.		
4	MC-800	4,030.8	GAL.		
5	CM-K	403.1	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	40.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL BASE BID #5</b>	
<b>LEAVENWORTH ROAD ALTERNATE #1 BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	1,343.6	SY		
2	2" HMA SURFACE (SR 12.5A)	1,461.2	TON		
3	4" HMA BASE (SR 19A)	2,922.3	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	40.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #1 BID #5</b>	
<b>LEAVENWORTH ROAD ALTERNATE #2 BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	13,436.0	SY		
2	4" HMA BASE (BM-2B)	2,922.3	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	40.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #2 BID #5</b>	

<b>DONAHOO ROAD – BASE BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	2,039.0	SY		
2	AB-SPECIAL(8")	10,450.7	TON		
3	MC-250	7,136.4	GAL.		
4	MC-800	6,116.9	GAL.		
5	CM-K	611.7	TON		
6	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	168.0	TON		
7	MOBILIZATION	1.0	L.S.		
8	TRAFFIC CONTROL	1.0	L.S.		
9	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL BASE BID #6</b>	
<b>DONAHOO ROAD ALTERNATE #1 BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE MODIFICATION (6") (AB-SPECIAL)(ESTIMATED)	2,039.0	SY		
2	2" HMA SURFACE (SR 12.5A)	2,217.4	TON		
3	4" HMA BASE (SR 19A)	4,434.7	TON		
4	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	168.0	TON		
5	MOBILIZATION	1.0	L.S.		
6	TRAFFIC CONTROL	1.0	L.S.		
7	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #1 BID #6</b>	
<b>DONAHOO ROAD ALTERNATE#2 BID</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
1	SUBGRADE STABILIZATION (9") (PORTLAND CEMENT OR TYPE C FLYASH)	20,389.6	SY		
2	4" HMA BASE (BM-2B)	4,434.7	TON		
3	RECONSTRUCT GRAVEL APPROACH (AB-SPECIAL)	168.0	TON		
4	MOBILIZATION	1.0	L.S.		
5	TRAFFIC CONTROL	1.0	L.S.		
6	PERMANENT ROADWAY SIGN W/ POST	2.0	EA		
				<b>SUBTOTAL ALT. #2 BID #6</b>	

**GRAND TOTAL BASE BID = BASE BID #1 + BASE BID #2 + BASE BID #3 + BASE BID #4 + BASE BID #5 + BASE BID #6**

**GRAND TOTAL BASE BID = \_\_\_\_\_**

**GRAND TOTAL ALTERNATE #1 BID = ALT. BID #1 + ALT. BID #2 + ALT. BID #3 + ALT. BID #4 + ALT. BID #5 + ALT. BID #6**

**GRAND TOTAL ALTERNATE #1 BID = \_\_\_\_\_**

**GRAND TOTAL ALTERNATE #2 BID = ALT. BID 2 #1 + ALT. BID 2 #2 + ALT. BID 2 #3 + ALT. BID 2 #4 + ALT. BID 2 #5 + ALT. BID 2 #6**

**GRAND TOTAL ALTERNATE #2 BID = \_\_\_\_\_**

The bidder is hereby notified that the County may select any Base Bid combination with any Alternate Bid combination, at the sole discretion of the County. The successful bidder will be determined based upon the lowest combination of Base and Alternate Bids, as determined by the County to best suit the needs and desires of the County for this project.

**Construction for the LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2 shall be completed in its entirety by OCTOBER 30th, 2019.**

1. In submitting this bid, the undersigned declares that he is the only person interested in said bid, that it is made without any connection with any person or persons making another bid for the same contract, and that the bid is in all respects fair and without collision, fraud, or misrepresentation.
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The Contractor states that it is domiciled in the State of Kansas or if domiciled outside of the State of Kansas, its bid submitted for this improvement is in compliance with the requirements of Chapter 336, 1972 Kansas Session Laws. The Contractor agrees and understands that failure on its part to comply with said law voids the provisions of this agreement and the contract is null and void.
4.
  - a. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin or ancestry.
  - b. In all solicitations or advertisements for employees, the Contractor shall include the phrase, “Equal Opportunity Employer”.
  - c. If the Contractor fails to report to the Kansas Commission on Civil Rights in accordance with Section 15 of Chapter 194, 1972 Kansas Session Laws, the Contractor shall be deemed to have



breached the present Contract and it may be cancelled, terminated, or suspended, in whole or in part, by the County.

The Contractor, shall include the provisions of subsections (a) through (c) inclusive in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vender.

5. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.
6. The undersigned hereby acknowledges the receipt of Addenda \_\_\_\_ through \_\_\_\_.

Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signature of Bidder: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Contractor

\_\_\_\_\_  
Telephone Number

**NOTICE OF AWARD**

Project: LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2

To: \_\_\_\_\_ Contractor

The Owner, represented by the undersigned, considered your Bid submitted on \_\_\_\_\_ for the above Project.

You are hereby notified that your Bid has been accepted in the amount of \_\_\_\_\_ for items \_\_\_\_\_.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non- Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

## CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1031, as amended, including Subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in party, by the contracting agency; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base contract before signing thereof and acceptance of the terms of this certificate.

\_\_\_\_\_   
Project

\_\_\_\_\_   
(Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_   
Date   
CORPORATE SEAL

\_\_\_\_\_   
(Official Title of Signer)

**CERTIFICATE OF INSURANCE**

STATE OF KANSAS                    )  
  )  
COUNTY OF LEAVENWORTH    )

SS

The undersigned hereby certifies to Leavenworth County, Kansas, the insurance policies have been issued to:

Name of insured \_\_\_\_\_  
Address \_\_\_\_\_

Which will be in force to cover the work to be performed under the Contract for LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2 and that such policies are in every manner in compliance with the insurance requirements as set for in Instructions to Bidders and the General Conditions as stated in these Contract Documents of Leavenworth County, Kansas with the following exception:

\_\_\_\_\_  
\_\_\_\_\_

In the event of any material change in or cancellation of any such policy, the company will give written notice to the Public Works Department, Leavenworth County Courthouse, Leavenworth, Kansas 66048, 10 days prior to any such change or cancellation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

\_\_\_\_\_  
Address

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the County of Leavenworth, Kansas, in the full and just sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas \_\_\_\_\_ upon this completion of a contract for the LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2 (and has been accepted by the County of Leavenworth, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of one year beginning on the date the County so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, said \_\_\_\_\_ shall guarantee the above work for a period of one year from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Countersigned: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_  
Kansas Resident Agent Attorney-in-Fact  
Power of Attorney attached

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

\_\_\_\_\_ of \_\_\_\_\_,  
hereinafter referred to as "Contractor", and  
\_\_\_\_\_, a Corporation

organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the County of Leavenworth, Kansas, hereinafter referred to as "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum well and truly to be bind ourselves and our heirs, executive, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, gasoline, lubricating oils, fuel oils, greases, coal or any other supplies or materials used or consumed by such Contractor or his, their or subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROJECT: LEAVENWORTH COUNTY DUST ABATEMENT  
PROGRAM – GROUP 2  
Leavenworth County, Kansas

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at \_\_\_\_\_ on this, the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
SURETY COMPANY

By \_\_\_\_\_ (SEAL)  
(Attorney-in-fact)

By \_\_\_\_\_  
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_, as

Contractor, and \_\_\_\_\_ with

General Offices in County of \_\_\_\_\_, a Corporation organized

under the laws of the State of \_\_\_\_\_, and authorized to transact

business in the State of Kansas, as Surety, are held and firmly bound unto the

STATE OF KANSAS, and the County of Leavenworth, KANSAS, in the penal sum of

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into contract with the aforesaid Owner for furnishing all tools, equipment, materials and supplies, performing all labor and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of the County Engineer.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction or making of, the above described improvement, including gasoline, lubricating oils, fuel oil, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect

Project: LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2  
County of Leavenworth, Kansas



Its obligation on this bond, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be here unto affixed by its attorney-in-fact duly authorized thereunto so to do, at

on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
SURETY COMPANY

By \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
Attorney-in-Fact

By \_\_\_\_\_  
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

**LEAVENWORTH COUNTY KANSAS**

**LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2  
PAVING**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the “Owner” and \_\_\_\_\_

\_\_\_\_\_ party of the second part, hereinafter termed in this agreement, “The Contractor”, shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2. Said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of Street Improvements in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for constructing said Street Improvements, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) \_\_\_\_\_ for all the work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60- 1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner, and **will satisfactorily complete all work covered by this contract by October 30th, 2019.**

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Party of the First Part  
County of Leavenworth, KANSAS

By: \_\_\_\_\_  
Chairman County Commission

ATTEST:

\_\_\_\_\_  
County Clerk

Party of the Second (Contractor)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

Leavenworth, Kansas \_\_\_\_\_, 20\_\_\_\_.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved.

\_\_\_\_\_  
Attorney for Owner

**NOTICE TO PROCEED**

Project : LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2

To: \_\_\_\_\_ Contractor

The Owner, represented by the undersigned, having executed the Agreement dated \_\_\_\_\_, 20\_\_\_\_, hereby gives you written authorization to proceed with the work on \_\_\_\_\_, 20\_\_\_\_.

In accordance with the contract, the work shall be completed in its entirety by OCTOBER 30th, 2019.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**COMPLETION OF WORK CERTIFICATE**

Project: LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2

To: \_\_\_\_\_ Owner

In compliance with the Contract Documents of this Project, and on the basis of my observations and review of the Work, final inspection, and review of the Final Payment, I am satisfied that the Work has been completed according to the contract, plans, and specifications; and that the Contractor has fulfilled all of his obligations under the contract documents.

I hereby recommend that the Final Completion date of this Project be set as \_\_\_\_\_, 20\_\_\_\_, and that the Final Payment be approved.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Engineer

By \_\_\_\_\_

Title \_\_\_\_\_

The Final Completion date as set in this Certificate is hereby approved.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

Approved by the Owner:  
  
\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

Project : LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2

To: \_\_\_\_\_ Owner

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as principal contractor, or by a subcontractor or otherwise, for supplies, materials or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

State of Kansas            )  
County of Leavenworth    )     SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20\_\_.

## GENERAL CONDITIONS

**SCOPE:** The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

**CONTRACT DOCUMENTS:** It is expressly understood and agreed that the bound volume of Contract Documents, the Plans herein referred to, and other drawings, and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Engineer as are necessary to make clear, and to define in greater detail, the intent of the Specifications and Plans, are each all included in this Contract and the work shall be done fully in accordance therewith.

**DEFINITIONS:** Whenever any word or expression, defined in this Paragraph, or pronoun used in its stead, occurs in these Contract documents, it shall have and is mutually understood to have the meaning herein given.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein.
2. "Owner" or words "Party of the First Part" shall mean The County of Leavenworth, KS.
3. "Contractor" or words "Party of the Second Part" shall mean the party entering into Contract for the performance of the work covered by this Contract and his duly authorized agents or legal representatives.
4. "Engineer" or "Engineers" shall mean the County Engineer or Engineers who have been employed by the Owner for this work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
5. "Observer" shall mean the engineering or technical observer or observers duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to him or them.
6. "Resident representative" shall mean the qualified technical representative designated by the Engineer to observe the work on a continuous basis and to be present at the site of the work when required. This term may be synonymous with "observer".
7. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.



8. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
9. "Plans" or "the plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.
10. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.
11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.
12. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract, agreement of which these general conditions are a part.

**VERBAL STATEMENTS NOT BINDING:** It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

**TITLES AND SUBHEADS:** The titles or subheadings used in this Contract and on the Contract Plans and drawings and in the Specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

**COPIES OF CONTRACT:** Sufficient copies of the proposal, bonds, and Contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the Contracts signed by both parties thereto. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owners copy of the executed documents.

**SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS:** The said Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set

forth in both, in order that the work shall be completed according to the complete design or designs of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Specifications, and Plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

**SILENCE OF SPECIFICATIONS:** The apparent silence of Specifications, Plans, Special Conditions and Supplemental Specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Specifications shall be made on the basis above stated.

**FIGURED DIMENSIONS TO GOVERN:** Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

**CONTRACTOR TO CHECK PLANS AND SCHEDULES:** The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the Plans, or in the layout as given by stakes, points, or instructions, which he may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

**DRAWINGS TO BE FURNISHED BY CONTRACTOR:** The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the Specifications, including but not limited to, drawings of equipment and devices, offered by the Contractor for approval of the Engineer, in sufficient detail to adequately show the construction and operation thereof, drawings showing essential details of any change in design of construction proposed, for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the Contract, or any item of extra work thereunder, and all required wiring and piping layouts.

Not less than two (2) preliminary copies of each such drawing shall be submitted to the Engineer for his checking and approval, together, with the same number of copies of each drawing required by the Engineer to be revised. On final approval, the Engineer shall be furnished with a total of not less than five (5) copies, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer, all such drawings shall become a part of the Contract documents and the work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown on any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or his subcontractor, be purchased until the drawing or drawings therefore have been approved as stipulated, except at the Contractor's own risk and responsibility.

The Engineer's check and approval of drawings submitted by the Contractor will be for, and will cover only general conformity to the Plans and Specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown, nor shall such approval relieve the Contractor of his responsibility for errors contained, in such drawings.

**CONTRACTOR TO FURNISH STAKES:** The Contractor shall furnish, without charge, stakes, and other materials as the Engineer may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work. The stakes furnished for the staking of the work shall be of such type, size and quality as to be acceptable to the Engineer.

**LINES AND GRADES:** All work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the Engineer informed, a reasonable time in advance of the times and places at which he wishes to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Engineer, and delay to the Contractor.

**PRESERVATION OF MONUMENTS AND STAKES:** The Contractor shall carefully preserve all monuments, property corners, bench marks, reference points and stakes, and in case of willful or careless destruction of the same, will be charged with the resulting expense of replacement, and he shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the loss of stakes causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments, property corners, or bench marks which must of necessity be removed or disturbed in the construction of the work,

the Contractor shall carefully protect and preserve the same until they can be properly referenced for relocation. The Contractor shall furnish at his own expense such materials, surveyors, and assistance as are necessary for the proper replacement of monuments, property corners, or bench marks that have been moved or destroyed.

**LEGAL ADDRESS OF CONTRACTOR:** Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's Office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery of mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

**CONTRACTOR'S OFFICE AT SITE OF WORK:** During the performance of this Contract, the Contractor may be required to maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the Owner or the Owner's agents, and any such communication given to said representative, or delivered at the Contractor's Office at the site of the work in his absence, shall be deemed to have been given to the Contractor.

**RESPONSIBILITY OF CONTRACTOR:** The Contractor shall furnish all transportation, tools equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by him. He shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct or himself or his subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. He shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

**PATENTS:** It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at his own cost and expense, defend any and all suits or proceedings that

may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suite or claim remains unsettled. The Contractor, however, shall not be liable for the payment of any damages or other cost in connection therewith, for the infringement or alleged infringement of any patented process required by the Owner in the Design of the work to be done under this Contract or by the Contract Specifications therefore.

**INDEPENDENT CONTRACTOR:** The right of general administration of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent contractor in respect to the work.

**RELATIONS WITH OTHER CONTRACTORS:** The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on his part, and shall, at his own expense, repair or pay for such injury or damage. Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the Engineer to the Contractor so desiring, to the extent which may be reasonably necessary.

**DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the Owner, the Engineer, or any of their officers or agents for, or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their employees or agents, the Contractor shall indemnify, defend, and save harmless the Owner, the Engineer, and their officers and agents, of and from all

losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

**METHOD OF OPERATION:** The Contractor shall give to the Engineer full information in advance, as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer to be inadequate to insure the required quality, or rate of progress, of the work, he may inform the Owner who may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer or Owner to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, Engineer, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

**SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK:** Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

**AUTHORITY AND DUTY OF THE ENGINEER:** It is mutually agreed by and between the partners to this Contract that the Engineer shall act as the representative of the Owner and shall observe, as required the work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall, in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he shall determine, where applicable, questions in relation to said work and the construction thereof; that he shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and finding shall be the conditions precedent to the right of the parties hereto, to arbitration or to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Engineer, within thirty (30) days his written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to arbitration as herein provided. The Engineer will not be responsible for Contractor's

means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of Contractor or any Subcontractor or any of his or their agents or employees, or any other person at the site or otherwise performing any of the work.

**PROJECT REPRESENTATIVE AND OBSERVATION:** It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ, either directly or through the Engineer, such resident project representatives or observers as the Owner may deem proper, to observe the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the resident representatives for the proper observation and examination of the work and all parts thereof.

The Contractor shall comply with the directions and instructions of the Engineer, or any resident representative or observer so appointed, when the same are consistent with the obligations of this Contract and the Plans and Specifications therefor. However, should the Contractor object to any order given by any subordinate engineer, resident representative or observer, the Contractor may make written appeal to the Engineer for his decision.

Resident representatives, observers, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of his employees, shall be sufficient reason, if the Owner so decides, to annul the Contract.

Such observation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Owner, whenever so ordered by the Engineer.

**NO WAIVER OF RIGHTS:** Neither the observation by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

**SUPERINTENDENT OF WORK:** The Contractor shall provide and maintain, continually on the site of work during its progress, adequate and competent superintendence of all operations for an in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of sub-contractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the work at all times.

**ORDERS TO CONTRACTOR'S AGENT:** Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, or his representative to, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

**PROTECTION OF PROPERTY AND PUBLIC LIABILITY:** The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of himself or his employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Engineer against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not - specifically but not limited to damages due to delay in utility relocation.

**EASEMENTS AND RIGHT-OF-WAY:** Permanent and Temporary (Construction) easements will be provided by the Owner as shown on the Drawings. The Contractor shall confine his operations to the easements provide and shall carefully note where buildings, structures, or other obstructions will limit his working space. In the event that easements are not available or if they have not been secured, or if entry to property is



denied by court order, injunction, litigation or for any other reason the Contractor shall cease operations in such area and confine his work to other areas approved by the Owner. In the event of any delay arising from delays in securing easements, the Contractor shall have no claims against the Owner for damages arising from such delay except for extension of time as provided in the EXTENSION OF TIME paragraph.

**INSURANCE:** General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that should any described policies be changed/or cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder, except if cancellation is for Non-Payment of premium then ten (10) days written notice will be given.

(a) Workmen's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(b) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(c) Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the foregoing paragraph entitled "Defense of Suits".

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(d) Owners and Contractors Liability. This insurance shall be written in comprehensive form and shall protect the Owner against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(e) Additional Insurance. Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

**MODIFICATIONS AND ALTERATIONS:** In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line grade, form, arrangement, dimensions, extent, or plan, of the work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price or prices therefore where such unit prices are included in the Contract, otherwise such addition work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would be replaced or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the work as originally planned, as determined by the Engineer.

All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under authority of the Owner or by the Owner direct.

**EXTRA WORK:** The term "Extra Work", as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the work shown by the Contract Plans, or required or reasonably implied by the specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner, and it is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C". If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus ten percent (10%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work; (b) all materials and supplies; (c) trucks, and rentals on machinery and equipment, for the time actually employed or used in the performance of the said extra work; (d) any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said work and similar operating expenses; (f) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, workmen's compensation, and other insurance required by the Contract. The Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method "C". In the event that machinery and heavy construction equipment be required for such extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The ten percent (10%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, and field office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any order or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and he shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of his payment to arbitration as hereinafter provided.

**EXTRA WORK A PART OF CONTRACT:** If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

**ARBITRATION:** All questions of dispute arising from, or in connection with, the interpretation or application of any provision of the Contract agreement, or the general and special conditions thereof, may be submitted to arbitration at the request of either party to the dispute. The parties thereto may agree upon one arbitrator, otherwise there shall be three, one named in writing by each party and the third chosen by the two arbitrators so selected.

Should the party demanding arbitration fail to name an arbitrator within ten (10) days from the date of his demand, his right to arbitrate shall lapse, and the decision of the Engineer shall be final and binding upon him. Should the other party fail to choose an arbitrator within ten (10) days after services of such demand, the Engineer shall appoint such arbitrator.

The arbitrator or arbitrators shall act with promptness. In the case of three arbitrators, the decision of any two shall be binding on both parties to the Contract, as shall that of a single arbitrator if the dispute is submitted thereto as heretofore provided. The decision of the arbitrator or arbitrators may be filed in court to carry it into effect.

If they consider that the case so demands, the arbitrator or arbitrators are authorized to award the party whose contention is sustained such sum or sums as they deem proper for the time, expense, and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbitrators may fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbitrators must be made in writing, and shall not be open to objection on account of the form of proceedings or award.

The decision of the arbitrators upon any question submitted to arbitration shall be a condition precedent to any right of legal action.

The Contractor shall not cause a delay of the work during any arbitration proceedings except by agreement with the Owner. It is understood and agreed by the parties to the Contract that no requirement or statement herein shall be interpreted as curtailing the power of the Engineer to determine the amount, quality, and acceptability of work and materials.

**PROVISION FOR EMERGENCIES:** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Paragraphs entitled MODIFICATIONS AND ALTERATIONS; EXTRA WORK and EXTENSIONS OF TIME.

**ASSIGNMENT AND SUBLETTING OF CONTRACT:** The Contractor shall not assign or sublet the work, or any part thereof, without consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract

unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

**RIGHT OF OWNER TO TERMINATE CONTRACT:** If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contact shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contact is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

**SUSPENSION OF WORK ON NOTICE:** The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by written order of the Owner or Engineer, and for such periods of time as it or he shall require; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period

equivalent to the time lost by reason of such suspension or suspensions; but such order of the Owner or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

**LOSSES FROM NATURAL CAUSES:** All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

**LAWS AND ORDINANCES:** The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, City and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

**SANITARY REGULATIONS:** In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of his employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

**CHARACTER OF WORKMEN:** The Contractor shall employ only workmen who are competent to perform the work assigned to them, and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

**SUNDAY, HOLIDAY, AND NIGHT WORK:** No work shall be done between the hours of 6 P.M. and 6 A.M. nor on Sundays or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.

Night work may be established by the Contractor, as a regular procedure, with the written permission of the Engineer; such permission, however, may be revoked at any time

by the Engineer if the Contractor fails to maintain at night adequate equipment for the proper prosecution and control of the work and all operations performed thereunder.

**UNFAVORABLE CONSTRUCTION CONDITIONS:** During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

**BEGINNING, PROGRESS, AND THE TIME OF COMPLETION OF WORK:** The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the sequences he proposes to follow, and giving the dates on which he expects to start and complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

**HINDRANCES AND DELAYS:** In executing the Contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions.

**EXTENSIONS OF TIME:** The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final completion of the work by any act or delay of the Owner or Engineer, or of any employee of either, or by strikes, lockouts, fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, or by any cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide would justify the delay, then an extension of time sufficient to compensate for such delay in the final completion of the work shall be granted by the Owner; the amount of such extension of time to be determined by the Engineer; provided, however, that the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of the delay in each case.

**LIQUIDATED DAMAGES:** It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, or the Owner, at its election, shall have the right to deduct from the total compensation otherwise due the Contractor, as stipulated liquidated damages and not as a penalty, an appropriate sum, fixed and agreed to in advance, in accordance to the following schedule:

<b><i>Contract Amount</i></b>	<b><i>Liquidated Damages</i></b>
\$0 to \$25,000	\$75.00/24-hour period
\$25,001 to \$50,000	\$105.00/24-hour period
\$50,001 to \$100,000	\$150.00/24-hour period
\$100,001 to \$500,000	\$300.00/24-hour period
\$500,001 to \$1,000,000	\$450.00/24-hour period
\$1,000,001 to \$2,000,000	\$600.00/24-hour period
\$2,000,001 to \$5,000,000	\$1,000.00/24-hour period
\$5,000,001 and up	\$1,500.00/24-hour period

Said sum shall be paid for each 24-hour calendar day.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

**TEST OF MATERIALS OFFERED BY CONTRACTOR:** All specified and required tests for approval of source of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such material as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said Owner. Any tests specified in the Contract Documents of



finished work or materials shall be performed by the Contractor. Failure of such tests shall be deemed evidence of defective work and such work shall be replaced or repaired until satisfactory tests have been secured. Any special tests required by law ordinance, statute or regulations of any public body having jurisdiction shall be performed by and at the expense of the Contractor.

**WORK IN OR ACROSS STREET OR HIGHWAY RIGHT-OF-WAY:** All work performed and all operations of the Contractor or his employees, and subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the Owner, of the street or highway authority owning, or having jurisdiction and control over such rights-of-way in each case.

**MAINTENANCE OF TRAFFIC:** Local traffic on all streets shall be carried through construction whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the Engineer. Streets may be closed for short periods of time under authority of proper permit issued by the County or Authority having jurisdiction. However, the Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and Sheriff Dept. and to Fire Districts shall be given by the Contractor before closing any public thoroughfare.

Where construction operations require the closing of private driveways, the Contractor shall give adequate notice to the owner or owners thereof and, where necessary, shall provide temporary access to private property.

**BARRICADES AND LIGHTS:** All streets, roads, highways, and other public thoroughfares which are closed to traffic, under the authority of a proper permit, shall be protected by means of effective barricades on which shall be placed acceptable warning signs, such barricades, being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.

All open trenches and other excavations shall be provided with suitable barriers, signs, and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.

All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public.

All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the authority having jurisdiction thereof.

**BORROW AND WASTE AREAS:** All borrow materials shall be obtained by the Contractor at his own cost and expense. The borrow area and materials shall be approved by the Engineer, and shall be friable material suitable for compaction. All waste

areas shall be located off the site and arrangements and payment for use of such areas shall be the sole responsibility of the Contractor.

**PARKING AREAS, DRIVES AND WALKS:** All existing parking areas, drives, and walks, within the project limits, shall be adjusted to conform to the lines and grades shown on the Drawings. Any of the above structures that are removed or damaged during construction shall be reconstructed of materials that will create a quality equal to or better than the condition of the existing facility prior to construction operation.

**STREET SIGNS AND TRAFFIC AIDS:** All existing street signs and traffic aids, within the project limits, shall be carefully removed, stored and as soon as practicable, reset in concrete as directed by the Engineer, at the Contractor's own cost and expense, except that when any traffic, local or through, is to be carried during construction, all stop signs shall be temporarily located at the Contractor's own cost and expense.

**CLEAN-UP:** The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

**WATER USED:** All water used in the course of the work shall be hauled in or purchased from the local water company's distribution system at the Contractor's own cost and expense.

**PERMITS:** The Contractor shall secure all permits that may be required to construct the facilities included in this Contract. All cost in connection therewith shall be borne by the Contractor.

**RIGHT-OF-WAY LIMITS:** The Contractor shall confine his construction operations to the right-of-way limits and easements provided for the project. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.

**TESTING OF COMPLETED WORK:** Before final acceptance, all mechanical and electrical equipment and devices shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of such completed work required under this Contract shall be made in the presence of the Engineer or this authorized representatives. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof, or such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected or corrected.

**REMOVAL OF REJECTED MATERIALS AND STRUCTURES:** The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours, after the service of a written notice from the Engineer ordering such removal, the rejected material or structures may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due to the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

**PLACING WORK IN SERVICE:** If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a period of one year or longer thereafter, as stipulated in the following Paragraph, or as stipulated in the Special Conditions.

**DISPOSAL OF TRASH AND DEBRIS:** The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first-class condition.

**DEFECTIVE WORKMANSHIP AND MATERIALS:** During a period of one year, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

**EQUIPMENT GUARANTY:** All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and his surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damages or failure, under normal operation of the equipment and devices under specified conditions, for a period of one year from and after the date of acceptance thereof by the Owner, and each item of equipment or part thereof, thus proving to be defective

within the specified period shall be promptly replaced by and at the expense of the Contractor, when notified by the Owner.

**MONTHLY ESTIMATES:** The Engineer will, at regular monthly intervals, make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner. The Engineer will submit said Estimate each month to the Contractor for his approval, and to the Owner for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump Sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

**LEAVENWORTH COUNTY, KANSAS**

**LEAVENWORTH COUNTY DUST  
ABATEMENT PROGRAM – GROUP 2**

**PAVING**

SPECIAL CONDITIONS

GENERAL DESCRIPTION AND SCOPE OF WORK: The Work to be performed under the provisions of these documents and the Plans and Specifications consists of the furnishing of all materials, equipment, tools and plant, the performance of all necessary labor and the construction, installation and completion of all work required in connection with the construction of the LEAVENWORTH COUNTY DUST ABATEMENT PROGRAM – GROUP 2 in Leavenworth County, Kansas.

CONTRACT SPECIFICATIONS: The Specifications that shall govern the materials furnished and work performed in the construction of the work covered by the Contract or Contracts based thereon, are divided, classified, designated, and arranged as shown in the TABLE OF CONTENTS attached hereto. No attempt has been made in the foregoing designated Specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one specification. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, shall be solely a matter of agreement between the Contractor and his employees and his subcontractors. The Specifications will govern the construction of the entire work, and the provisions thereof will govern each item and unit of work to which such provisions apply.

STANDARD SPECIFICATIONS: The following specifications shall be Standard Specifications for this project as though fully set forth herein:

1. Leavenworth County Department of Public Works Specifications
2. Kansas Department of Transportation "Standard Specifications for Road and Bridge Construction, current edition.
3. American Standard Testing of Materials (ASTM).

CONTRACT DRAWINGS: The Contract Drawings or "Plans" on which the proposals and contracts are to be based, and which are to be supplemented by additional shop and dimension drawings of material and other drawings where specified, are shown in the "Index to Drawings on the Cover sheet of the Plans.

## SHOP DRAWINGS & MATERIAL SUBMITTALS

a) Submit Shop Drawings and Material Submittals in triplicate for review. Following review, one copy will be returned to Contractor who shall be responsible to accurately duplicate or make facsimiles of such reviewed Shop Drawings (including all marks, comments, approvals, disapproval's, or other instructions of the Engineer included in the Shop Drawings and/or communications accompanying Shop Drawings) in quantity necessary for his further use and distribution.

b) On Project completion, Contractor submit one copy of approved Shop Drawings (or facsimile thereof) to Owner.

c) Submit all Shop Drawings and Material Submittals to County Engineer, County Courthouse, 300 Walnut, Leavenworth, KS 66048. The County Engineer will review such Shop Drawings and Material Submittals (Aggregate Base, Asphalt Materials, Rock Chips) for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. Shop Drawings, so reviewed and approved or bearing any comments or corrections, will then be returned to the Contractor.

## CONSTRUCTION COORDINATION

a) Contractor shall provide for the security of his own material and equipment and shall provide security to protect the Owner's property from construction operations, damage, vandalism, theft, etc.

b) Before starting construction, a Pre-Construction meeting shall be held with Contractor, Architect, Engineer and Owner to discuss and review the Project. Items to be discussed include construction schedule and sequence of construction; security of Owner's property; definition of contractor's normal work day and week; names of sub-contractors and their job site representatives; time schedule and method of counting time on the project; the nature of material tests and inspections; monthly pay estimates; review intent of Contract Documents; and Owner's requirements for non-discrimination, Affirmative Action Requirements and Manpower Utilization Reports.

c) Contractor shall assume general coordination and direction of the project.

PROCESS AGENT CERTIFICATE: Pursuant to K.S.A. 16-113, if the Contractor to whom the Contract is awarded is not a resident firm of the State of Kansas, he shall execute and file "Certificates of Appointment of Process of Agent" with the Clerk of the District Court at the Leavenworth County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee of

Five Dollars (\$5.00) is required. These certificates are pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

PROPOSAL: The Contractor acknowledges and agrees that the unit prices shown in the proposal contemplate the construction of all facilities complete, and in conformance with Plans and Specifications. Any item or items required in construction for which a specific unit price is not provided shall be included in the price for the closest applicable items.

DELAYED WORK ORDERS: The Owner reserves the right and may delay work orders on certain portions of work until such time as seasonable weather limitations and/or utility relocations will allow proper progress on major items of work. A partial work order may be issued by the Owner for utility relocations, if, in the opinion of the Engineer, such would expedite utility relocation. Also, the Owner may wish to issue partial utility relocations have been made. No charge shall be made by the Owner or the Contractor for delays arising from the issuance of such delayed work orders other than provided for in the General Conditions.

SUB-CONTRACTORS: Prior to commencing any construction under this Contract, the Contractor shall submit to the Owner and the Engineer a list of all subcontractor's to perform portions of the work on the project. No work shall be commenced until the Owner and Engineer shall have approved the sub-contractor's proposal. Use of sub-contractors on portions of the work shall not relieve the contractor of his obligation to have a competent superintendent on the job site at all times.

CONSTRUCTION SCHEDULE: After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the Engineer, a construction schedule which will insure completion of the project within the contract time. The schedule shall be submitted before the Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved.

NOISE CONTROL: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

DUST CONTROL: Adequate precaution shall be taken to ensure that excessive dust does not become airborne during construction. The contractor shall comply with any local, state, or federal regulations, which apply to this matter in the geographical area of the work. No separate payment will be made for performing dust control or other applying means for this purpose.

COMPLAINTS: All complaints to the Contractor or any of the subcontractors or to the County's engineering consultant are to be reported in writing immediately to the County's project coordinator. This written report will include the name, address and telephone number of the complainant, a detailed description of the complaint, a detailed description of the actions taken, and by whom to resolve the complaint.

NOTIFICATION OF WORK: The prime contractor will be required to contact the County Engineer daily to advise whether the contractor and/or subcontractor's crews will be working that day, in order that the engineer's inspector can be enabled to inspect and properly monitor the work.

WORKING HOURS: All work is to be accomplished between 6:00 a.m. and 6:00 p.m. on Monday through Friday. The owner may grant permission to work on a given Saturday or after 6:00 p.m., in extenuating circumstances, if permission is requested 48 hrs. in advance. No work will be permitted on Sundays and Holidays.

PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY: The Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveways, curb, walks, buildings, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the Contract, together with all sod and shrubs in yards, parks and parking, shall be maintained, and if removed or otherwise damaged shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such underground construction and surface structures or parts thereof shall be made with new materials conforming to the requirements of these Specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the Contract.

The Contractor shall be responsible for any damage caused by settlement of backfill placed beneath pavements, street, road and driveway surfacings, and drainage and other structures, and beneath sod in yards, parkings and parks, which may occur at any time prior to and during a period of two years from and after the date of final acceptance of work covered by the Contract; during such period the Contractor shall, at his own cost and expense, refill all excavations where backfill settlement has occurred, and shall repair or cause to be repaired all damage to structures, pavements, surfacing and sod caused by such settlement, to the satisfaction of the Owner. Should the Contractor fail to repair settlement, which may occur as described above within thirty (30) days after being given notice thereof, the Owner shall have the right to repair such settlement and charge the cost of such repairs to the Contractor.



The Contractor will be held responsible for all damage to roads, highways, shoulders, ditches, embankments, bridges, culverts and other property, caused by him or any of his subcontractors in hauling or otherwise transporting materials to or from the several sites of the work, regardless of the location of such damage. The Contractor shall make arrangements relative to the payment for, or repair or replacement of, such damage or damaged surfaces of structures, said arrangement shall be satisfactory and acceptable to the Owner or Owners of such damaged surfaces or structures, or to their legally responsible officers, agents, or other representatives, and said payment shall be at the Contractor's own cost and expense, unless otherwise provided by the Contract.

CONSTRUCTION LIMITS: The Contractor shall confine his construction operations to the construction limits and easements provided for the project and shall carefully note where buildings, structures, or other obstructions will limit his working space. Equipment or materials shall not be stored beyond these limits without the express approval of the Owner of such property. The Engineer shall be informed as to any arrangements the Contractor makes on his behalf in these matters. In the event that easements are not available or if they have not been secured, or if entry to the property is denied by court order, injunction, litigation or for any other reasons, the Contractor shall cease operations in such area and confine his work to other areas approved by the Owner. In the event of any delay arising from delays in securing easements, the Contractor shall have no claims against the Owner for damages arising from such delay except for extension of time as provided in the General Conditions.

UTILITY ADJUSTMENT: It shall be the duty of the Contractor to notify the Serving Utility Companies of pending construction operations and the schedule of same, prior to any work being done on the project. The Engineer will furnish plans to the Utility Companies for their records. Certain facilities shall be relocated and/or adjusted by the utility companies while others shall be the responsibility of the Contractor. The specifications and the plans describe the utilities that are the Contractor's responsibility.

MAINTENANCE OF TRAFFIC: The Contractor will supply, install, and maintain the necessary traffic control devices required to maintain traffic as outlined herein. These devices include, but are not limited to, advance construction warning signs, barricades, flagmen, and other traffic control devices. All such devices shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highway," latest edition and its most current revisions. Any request for changes in the required devices or methods of maintaining traffic should be submitted in writing to the Engineer a minimum of 72 hours prior to the time the Contractor wishes to make the change.

The Engineer and/or observer on this project will make daily inspections of the traffic control devices installed as part of this contract and maintain an accurate record of any maintenance required and the date on which it was completed. These

records shall be incorporated into the final project records.

The Contractor will be required, at the time of the pre-construction conference, to detail a method by which the maintenance of the required traffic control devices will be accomplished during the working and non-working hours. The Contractor shall assign a specific person to be responsible for the installation and maintenance of traffic control devices. This information shall be provided to the Engineer. The Contractor may, at his opinion, establish a maintenance agreement, approved by the Engineer, with one of the area sign companies to supply, install, and maintain required traffic control devices throughout the duration of this project. When the traffic control devices are no longer needed, immediate removal of said devices shall be included in this agreement.

The Engineer will inspect the work area at various times to determine if any additional traffic control devices are necessary or if any maintenance is required to the traffic control devices in place. Any traffic control needs found during these inspections will be reported to the Contractor. It will be the responsibility of the Contractor to perform the necessary maintenance or provide additional traffic control devices as requested by the Engineer.

SALVAGE: All trees, shrubs, bushes, flowers or any other plantings to be removed by the construction shall become the property of the property owner. In the event the property owner does not want, or does not remove, the plantings will become the property of the Contractor and he shall be responsible for the disposal thereof.

SANITARY FACILITIES: Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on this project.

Sanitary facilities shall be reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of chemically treated type are used, at least one toilet will be furnished for each twenty men. The Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

POLLUTION CONTROL: Contractor shall prevent the pollution of drains and watercourses by sediment, debris and other substances resulting from construction activities. No sediment, debris or their substances will be permitted to enter storm sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

CALENDAR DAY: Any day shown on the calendar, and 24-hour period thereof from 12:01 A. M. to midnight.

WORKING DAY: A working day shall be any day upon which the contractor

can physically and legally prosecute the work and shall be determined and counted as provided in the Standard Specifications - Section 108.07.

**EQUIPMENT INSTALLATION AND OPERATION:** Equipment shall not be installed or operated except by, or with the guidance of, qualified personnel having the knowledge and experience necessary to obtain proper results. When so specified, or when employees of Contractor or his Subcontractors are not qualified, such personnel shall be field representatives of the manufacturer of the equipment or materials being installed.

Qualified field representatives shall be provided by the equipment manufacturers as required to perform all manufacturers' field services called for in the Specifications. Manufacturer's field representatives shall observe, instruct, guide, and direct Contractor's erection or installation procedures, or perform an installation check, as required. The field representative shall revisit the site as often as necessary to attain installation satisfactory to the Engineer.

**AGGREGATE BASE:** The AB-Special shall meet the requirements of AB-3 in Section 1104 of KDOT Standard Specifications, except the size gradation, P.I., and L.L. shall comply with the following table:

	KDOT AB-3	AB-Special
Sieve Size	% RET.	% RET.
1-1/2	0-5	0-10
3/4	5-30	10-35
#4	35-60	45-70
#8	45-70	55-80
#40	60-84	
#200	80-92	87-95
P.I.	1-8	0-6
L.L.	30	25

Install aggregate base per KDOT Specification Section 305.3., as indicated by the Contract Documents. Subgrade preparation shall be included in the Contract Price for AB-3. Provide required testing for AB-3 cure moisture content to County Engineer prior to placement Asphalt.

**SUBGRADE PREPARATION:** Unless other subgrade modification is included in the contract documents, water, scarify, blade, and compact the existing roadway and shoulder to obtain the line and grades shown in the Contract documents. Remove all vegetation before rolling and shaping. Remove and

dispose of any excess material. Compact subgrade to a depth of 6", according to KDOT Type B, MR-90 Compaction. Subgrade preparation shall be considered a subsidiary contract item.

SUBGRADE MODIFICATION (AS REQUIRED BY COUNTY ENGINEER):

During the subgrade preparation process, should the existing roadway exhibit excessive pumping, heaving, rutting or other signs of failure from construction loads, remove existing subgrade to a depth of 6" and place 6" compacted AB-Special (Type AA, MR-5) to original roadway grade. Remove and dispose of any excess material. County engineer shall make final determination of areas to receive Subgrade Modification prior to installation. Measurement of payment area for subgrade modification shall be per square yard of installed material.

SUBGRADE STABILIZATION (PORTLAND CEMENT OR TYPE C FLYASH): . After subgrade preparation of the existing roadbed, mix existing roadbed soil, 5% Portland Cement or 15% Type C Fly Ash and water to construct a uniform treated subgrade per KDOT Specification Section 303, as intended by the contract documents. Measurement of payment area for subgrade stabilization shall be per square yard of installed material.

DOUBLE CHIP SEAL: Install a double chip seal surface per KDOT Specification Section 608.3, and as directed below.

- a) Apply Asphalt per KDOT Specification Section 608.3. The Asphalt Cement (MC-250) is to be placed with an approved distributor and a uniform thickness of 0.35 gallon per square yard, at the minimum widths specified in the Contract Documents. Prior to placing the asphalt, the road surface shall be rolled with a steel roller. Dampen the road surface approximately 1-hour prior to placement of asphalt.
- b) Aggregate (Chips) – The aggregate chips are to be limestone (CM-K) and in compliance with KDOT Specifications. Chips are to be applied with a self-propelled spreader with a minimum hopper width of 13.5-feet at an application rate of 30 pounds per square yard. Immediately following the Chip application, the material must be rolled with a steel roller.
- c) The construction of the second course of Chip Seal shall occur 45-60 days after the construction of the first course. The second seal shall be applied over a surface that is free of loose stone, debris, or other foreign material. Liquid Cutback Asphalt (MC-800) or Emulsified Asphalt (CRS-1H) may be used for the second seal at 0.30 gallons per square yard and 0.35 gallons per square yard, respectively. Aggregate chips shall be applied as described in paragraph b) above at a sufficient rate to prevent bleeding, but not less than 30 pounds per square yard.
- d) The County shall be notified and present before each seal coat is applied.

End of section

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Leavenworth  
Leavenworth Co. Dust #2

**PROJECT:** Leavenworth Co Dust Abate #2

**APPLICATION NO:** 6  
**PERIOD TO:** 10/31/2020

**DISTRIBUTION TO:**  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM (CONTRACTOR):** McAnany Construction  
P.O. Box 860009  
Shawnee, KS 66286

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** County Dust Abatement #2 #9060

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM .....	\$	<u>1,722,292.24</u>
2. Net Change by Change Orders .....	\$	<u>3,764,358.52</u>
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	<u>5,486,650.76</u>
4. TOTAL COMPLETED AND STORED TO DATE .....	\$	<u>5,425,729.49</u>
<b>5. RETAINAGE:</b>		
a. <u>0.00</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b) .....	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE .....	\$	<u>5,425,729.49</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$	<u>4,883,156.55</u>
8. CURRENT PAYMENT DUE .....	\$	<u>542,572.94</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>60,921.27</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	3,764,358.52	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	3,764,358.52	0.00
NET CHANGES by Change Order	3,764,358.52	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

**CONTRACTOR:** McAnany Construction  
P.O. Box 860009 Shawnee, KS 66286

By: [Signature]  
Eric Vossman / President

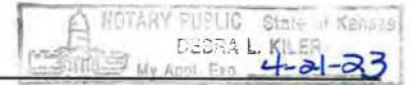
Date: 11-5-20

State of: KS

County of: Johnson

Subscribed and Sworn to before me this 5th Day of Nov 2020

Notary Public: [Signature]  
My Commission Expires:



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Leavenworth  
Leavenworth Co. Dust #2

**PROJECT:** Leavenworth Co Dust Abate #2

**APPLICATION NO:** 6  
**PERIOD TO:** 10/31/2020

**DISTRIBUTION TO:**  
\_ OWNER  
\_ ARCHITECT  
\_ CONTRACTOR

**FROM (CONTRACTOR):** McAnany Construction  
P.O. Box 860009  
Shawnee, KS 66286

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** County Dust Abatement #2 #9060

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Contract Amount	1,722,292.24	1,722,292.24	0.00	0.00	1,722,292.24	100.00	0.00	0.00
1	CO #1	3,339,871.61	3,339,871.61	0.00	0.00	3,339,871.61	100.00	0.00	0.00
2	CO #2	424,486.91	363,565.64	0.00	0.00	363,565.64	85.65	60,921.27	0.00
<b>REPORT TOTALS</b>		<b>\$5,486,650.76</b>	<b>\$5,425,729.49</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,425,729.49</b>	<b>98.89</b>	<b>\$60,921.27</b>	<b>\$0.00</b>

# Leavenworth County Request for Board Action

**Date:** November 18, 2020

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *Bill Noll*

**Additional Reviews as needed:**

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

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**Action Requested:** Approval of Agreement for Maintenance of Roads in Cities for Leavenworth County and the City of Linwood

**Recommendation:** Approval

**Analysis:** Public Works has prepared updated agreements for all cities within and counties adjacent to Leavenworth County to update our current interlocal agreements for roadway maintenance. These updated agreements delegate responsibility for maintenance of roadway surface, right-of-way, bridges and drainage structures as well as any entrances along the roadway, landscaping and sidewalk/trails.

The proposed agreement formalizes the existing maintenance responsibilities. The City of Linwood was provided the drafted agreement on November 10, 2020 for review. Karen Kane provided approval of the draft with no comments or concerns on November 12, 2020.

**Alternatives:** Return for additional work, Deny, Table

**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:**

Agreement for Maintenance of Roads in Cities

**AGREEMENT FOR MAINTENANCE OF ROADS IN CITIES**

**Leavenworth County  
City of Linwood**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the city of Linwood, Kansas, hereinafter referred to as the City, and Leavenworth County hereinafter referred to as the County.

**RECITALS:**

**WHEREAS**, statute K.S.A. 68-572 allows the Board of County Commissioners and the governing body of the city within such county to enter into an agreement for the construction, reconstruction, or maintenance of any roads, and;

**WHEREAS**, the Board of County Commissioners desire to define the maintenance responsibilities of roads in cities and roads adjacent to the city limits, for the public safety and economic good of the county.

**NOW THEREFORE, BE IT AGREED:**

1. That the City will maintain all roads that are located within the city limits of said city, from the date of this agreement forward, unless stated otherwise by Exhibit "A" to this agreement.
2. All signs on roads in the City Limits to be maintained by the City.
3. That roads in and adjacent to the City and/or the City has annexed to the center-line of road, will be maintained from right-of-way to right-of-way as agreed to by Exhibit "A" to this agreement. "Maintenance" shall include but not limited to:
  - a) Maintenance of the road surface, shoulders, draining structures and back slopes as required
  - b) Maintenance, repair and replacement of road culverts
  - c) Routine maintenance and inspection of existing bridge structures
  - d) Snow Removal
4. All entrances along roadways shall be permitted by the jurisdiction maintaining the roadway.
5. Any finish mowing, trimming, or landscaping along any trail/sidewalk constructed by the City will be maintained by the City, regardless of roadway maintenance responsibility.
6. The Board of County Commissioners may if they so desire to enter into agreement with the City to reconstruct roads in City Limits or adjacent to City.
7. It is mutually agreed that if, at any time, improvements are made solely by the City, to any County maintained roadway, the City immediately accepts all future maintenance responsibility.



8. It is mutually agreed that the City can ask for assistance from the County for maintenance of city roads, whereby the machinery, equipment and employees of the county may maintain city roads with just compensation for the county. Compensation shall be determined and agreed upon before work begins. Compensation may include trading equipment, machinery and employees of the City and County for defined work.
9. Acquisition of any easements or right-of-ways necessary for the maintenance of any road shall be obtained by the party having legal jurisdiction of the road and shall be obtained in a timely manner upon determination such easements or right-of-ways are required.
10. This agreement shall not have a set term, rather it is the right of either the City or the County to terminate the agreement by providing to the other, in writing, notice of termination not less than one (1) year prior to the time of termination which shall take effect on the anniversary date of this agreement.
11. It is mutually agreed that the City will take over maintenance of roads in the City Limits when the City reaches the status of second class or higher class city.
12. The County agrees to waive any permit fees that may be assessed to the City when working within the right-of-way adjacent to a County Road, and vice versa.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LEAVENWORTH COUNTY

Attest:

Board of County Commissioners:

\_\_\_\_\_  
Janet Klasinski, County Clerk

\_\_\_\_\_  
Doug Smith, Chairman

(SEAL)

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

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

\_\_\_\_\_  
Chad Schimke, 4<sup>th</sup> District

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

IN WITNESS WHEREOF the parties here to have caused this Agreement to be signed by their duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF LINWOOD

Attest:

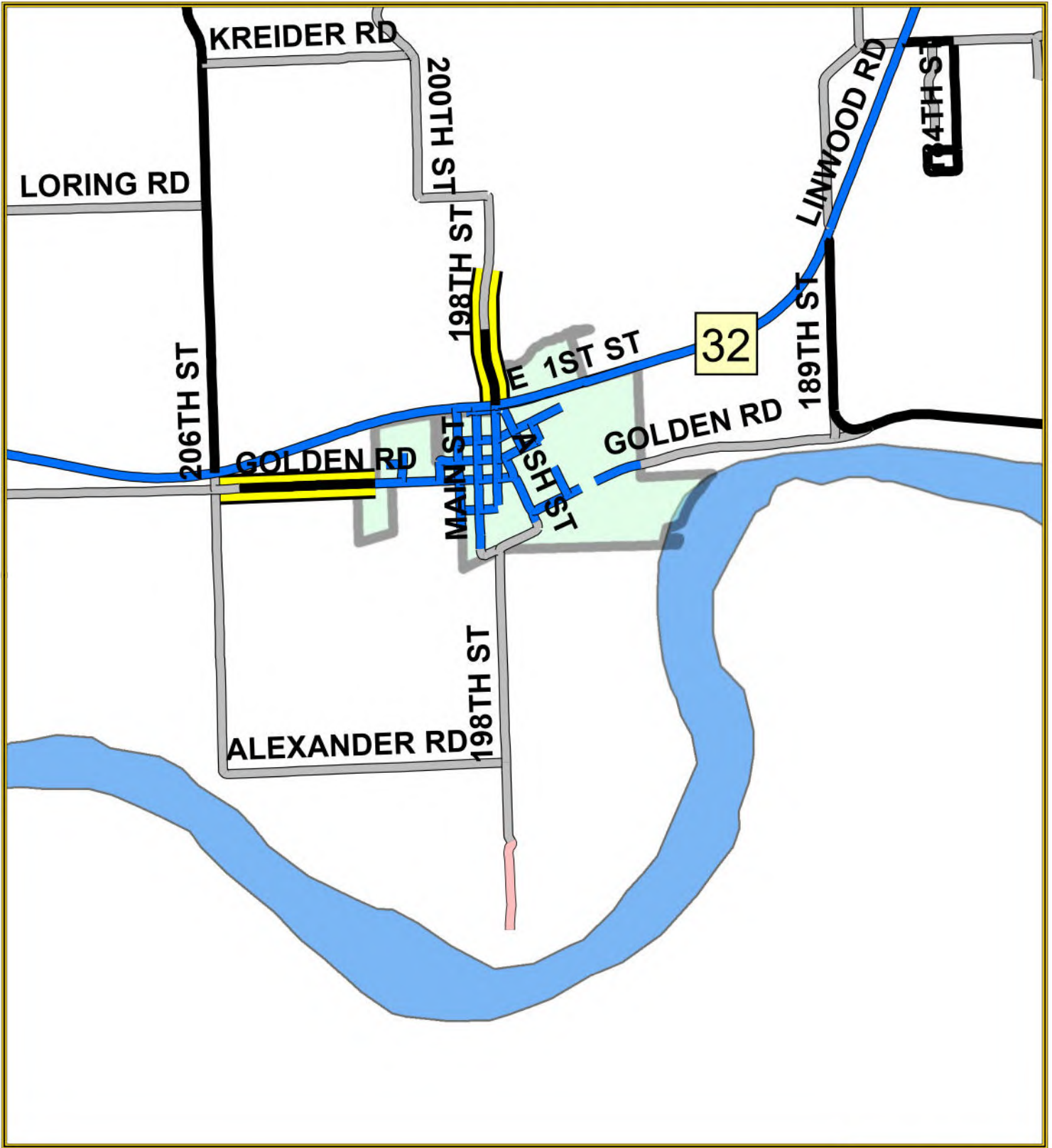
\_\_\_\_\_  
Karen Kane, City Clerk  
(SEAL)

\_\_\_\_\_  
Brian Christenson, Mayor

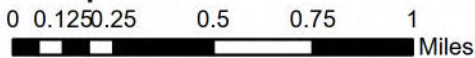
**AGREEMENT FOR MAINTENANCE OF ROADS IN CITIES  
CITY OF LINWOOD  
EXHIBIT "A"**

1. Roads in and adjacent to the City Limits of Linwood to be maintained by Leavenworth County.  
**<Shown in Yellow in Map Attachment>**
  - a. Golden Rd West of City of Linwood
  - b. 198<sup>th</sup> North of K-32
2. All other roads not specifically listed, which lie within the City Limits of the City of Linwood, will be maintained by the City.
3. Any annexation by the City of Linnwood that incorporates the adjacent ground on both sides of a road will be considered a city street. The maintenance of those roads will then transfer to the City of Linwood, except for the roads specifically listed in Item #1.

INTERLOCAL AGREEMENT EXHIBIT  
CITY OF LINWOOD & LEAVENWORTH COUNTY



Prepared By:  
Leavenworth County Public Works  
300 Walnut St. Ste. 007  
Leavenworth, KS 66048  
DATE



Legend	
	ASPHALT
	CHIP SEAL
	CLOSED RD
	GRAVEL
	MINIMUM
<b>Maint</b>	
	Linwood Roads Maint. By LVCO

**Leavenworth County  
Request for Board Action**

**Date:** November 18, 2020

**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:** Approval of the bid pricing for one Front mounted motor grader roadside shouldering conveyer for the Public Works Road and Bridge Department.

**Recommendation:** Approval

**Analysis:** This will be a new piece of equipment that the department does not currently have. The bid advertised date was 10/21/2020 with the bid opening date of 10:30am on 11/12/2020. One bid was submitted from Halco Construction Equipment for an HTC model 2000 conveyer system.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds from Road and Bridge Dept.
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** \$ 31914.00

**Additional Attachments:** None

# Leavenworth County Shouldering machine Bid Specification

## General Description:

Road Shoulder Machine for Leavenworth County Road & Bridge

## Construction Requirements:

Unit shall be right hand discharge

Unit shall have two hydraulic driven motors with quick attach hoses

Unit shall have a quick attach to accept a Balderson lift group attachment on a 140M3 Motorgrader

Conveyer belt shall be min. of 18" wide 2ply heat resistant material

The roller bearings that carry the belt load shall be sealed

The end roller shall be adjustable for alignment and tension

The carrier rollers shall have a 12" maximum spacing and be supported with sealed roller bearings

Unit shall have a self aligning and adjustable push beam

Meets Specs

Yes No

YES

Comments

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## Capacity Requirements:

Machine shall be equipped with a minimum 1.5 cu. yard hopper

This unit shall be capable of spreading material up to 4' wide onto roadway shoulders

Meets Specs

Yes No

YES

Comments

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## General information:

Price to include delivery, training and warranty to Leavenworth County Shop

## BID FORM

Leavenworth county Public Works Is accepting sealed bids for the following equipment.  
The bid form must be completed and included with the bids for the following equipment.

One new shouldering machine.

(Price to include all optional equipment, installation and training)

\$ 31,914.00 USD

### NOTICE TO BIDDERS:

- \*Leavenworth County reserves the right to reject any and all bids and waive any nonconformity in any submitted bid.
- \*Time of delivery must be specified.
- \*Unit will be a Turn-Key delivered to the Leavenworth County Shop.
- \*All warranties on equipment, will be handled by the equipment dealer.

Sealed bids must be received by:

Date: Thursday, November 12, 2020 at 10:30 a.m.

Please submit all sealed bids to:
Leavenworth County Clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

Company Name

HALCO, INC.

Name (Printed):

PATRICK HUBBARD

Full Address:

3005 N 7<sup>TH</sup> STREET TRAFFICWAY

Phone Number

913-281-5700

Email address:

EVAN@halcoinc.com

Date:

10 NOVEMBER 2020

\*Delivery of equipment:

SIX WEEKS AFTER RECEIPT OF ORDER

## SPECIFICATIONS FOR MODEL 2000 SHOULDERING MACHINE

**FRAME:** Shall be welded tubular, formed combination construction, not less than 2800#, with 1.5 cubic yard hopper capacity. Overall width 123", height 42", length 65". Truck clearance on front of hopper 26" high. Hand adjustable flow gate or for large materials the endplate may be removed for unrestricted flow. Standard color is CAT yellow.

**CONVEYOR:** Two hydraulic motors, driving two 6" diameter, greasable, lagged pulleys, ten 4" idler pulleys. All idler pulleys are equipped with greaseless bearings and have C-Section, V-Groove in the center.

**BELT:** Heat and oil resistant. 18" wide, 2-ply, 220# per inch tensile strength, 3/16" top cover, 1/16" bottom cover, with C-Section, V-Belt molded in the center. Resists heat to 350 degrees, Fahrenheit.

**MOTORS:** Two 14 cubic inch displacement hydraulic motors.

**TRUCK PUSH:** Four - 2 7/8" diameter, 24 inch long rollers with sealed bearings attached to Dual pivoting beams to allow for truck misalignment. Push Beams adjust 8" (in/out).

**WHEELS:** Four heavy-duty swivel casters with dual 8" Diameter, 3" wide cast iron wheels with polyurethane molded to them.

**HOOK-UP:** Versatile mounting design allows it to be mounted to various graders, loaders or tractors with minimal mounting time.

### OPTIONAL POWER UNIT

**PUMP:** Direct engine driven load sense pump, rated to 20 GPM.

**ENGINE:** 24.8 HP Kubota Diesel water cooled 4 cylinder includes: 12 volt electric starter-alternator battery system, with voltage and current regulator, 92.8 DBS muffler, variable speed governor, air cleaner, oil filter, fuel filter, and 18 gallon fuel tank.

**HYDRAULICS:** 30 gallon reservoir with filter and suction strainer.

### OPTIONAL STRIKE-OFF WING

Width of spread from two feet up to six feet, from five inches below grade to five inches above. Adjustable grade control. Rubber pavement scraper. Available in manual or hydraulically operated.

2000 Specs.doc



www.halcoinc.com  
3005 N 7th Street  
KC, KS 66115  
(913) 281-5700



# Leavenworth County Request for Board Action

Date: 11/18/2020

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 Fall 2020 Cost Share Program Award for 158<sup>th</sup> Street Roadway Safety Improvement Project for FY2022.

**Recommendation:** Approval

### **Analysis:**

Leavenworth County submitted a proposal for the 158<sup>th</sup> Street (County Route 2) Project to KDOT for the Fall 2020 Cost Share Program. The proposal was for geometric improvements along 158<sup>th</sup> Street between K-32 and Kansas Ave. Improvements include lane widening and shoulder addition, recoverable ditches, turn lanes and intersection improvements.

On November 12<sup>th</sup>, Governor Laura Kelly and KS Department of Transportation Secretary Julie Lorenz announced the awarded projects via Zoom. Leavenworth County was selected and awarded the maximum available funding of \$900,000 for the road improvement project.

In February, the original (2004) design engineering firm, MHS, submitted a proposal to update the plans that included a preliminary engineer's construction estimate of approximately \$2,500,000. With the award from KDOT, construction of the project would cost the county approximately \$1,600,000. If the Board wishes to accept this award, they are acknowledging the prioritization of the 158<sup>th</sup> Street Roadway Improvement Project. With approval, Public Works will begin the process of updating the construction plans, coordinating utility relocation and completing property acquisition in preparation of construction during Federal Fiscal Year 2022 (Oct. 2021 – Sept. 2022).

**Alternatives:** Deny, Table

### **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds (Sales Tax Fund)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** N/A

### **Additional Attachments:**

Award Letter Leavenworth County  
County Route 2 Plan Updates Proposal

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745  
Julie L. Lorenz, Secretary



Phone: 785-296-3461  
Fax: 785-368-7415  
kdot#publicinfo@ks.gov  
http://www.ksdot.org  
Laura Kelly, Governor

William Noll  
Infrastructure and Construction Services Director  
Leavenworth County  
300 Walnut Street, Ste. 007  
Leavenworth, KS 66048

November 12, 2020

Dear Mr. Noll:

I am pleased to inform you that your project is selected to receive state funds and will be included in our state's Fall 2020 Cost Share Program.

Project Title	Construction Award	Fiscal Year
158 <sup>th</sup> Street- Roadway Safety Improvement Project	\$900,000.00	2022

The project referenced above is selected to receive a maximum state award of **\$900,000.00** and is expected to aid in the completion of "**construction-phase**" as proposed in your project application with the following considerations:

- Right turn lane for traffic entering west bound traffic on K-32 HWY
- Widened lane section for trucks turning off K-32 HWY onto north bound 158<sup>th</sup> Street
- Lane widening to 12 feet with an additional 6-foot paved shoulder on each side
- Widening and replacement of drainage structures
- Vertical alignment improvements to address line of sight deficiencies of 158<sup>th</sup> Street and Metro Ave.

**In the next few months, you will receive a city/state agreement to be signed. Once completed, the Notice to Proceed and Reimbursement Request form will be sent to you.**

Please remember that you are 100% financially responsible for the following items:

- **\$1,600,000.00** local cash match
- Preliminary Engineering (PE) and Design
- Right-of-Way
- Utilities
- Non-participating items
- All costs that exceed the maximum state award
- 

If you have any questions, please feel free to contact me by email at [Michelle.D.Needham@ks.gov](mailto:Michelle.D.Needham@ks.gov) or by phone at 785-296-1939. A paper copy of this letter will be sent via mail for your records.

We look forward to working with you on this project.

Sincerely,  
Michelle Needham  
Economic Development Programs Manager  
Kansas Department of Transportation  
700 SW Harrison Street  
Topeka, KS 66603

Phone: 785-296-1939

Email: [Michelle.D.Needham@ks.gov](mailto:Michelle.D.Needham@ks.gov)



February 13, 2020

Leavenworth County Commission  
300 Walnut Street, Suite 225  
Leavenworth, Kansas 66048

**RE: Bid for Engineering & Surveying Services  
Update of Previously Completed MHS Project 2004.020 to Current Standards  
Public Street Improvements for County Route 2, K-32 to Kansas Avenue  
Leavenworth County, Kansas**

Dear Commission Members:

McAfee Henderson Solutions, Inc. (MHS) recently received a request for a bid estimate concerning the updating of plan documents for a project that MHS previously completed for the Leavenworth County Public Works in 2004. The project plan improvements known as "MHS Project No. 2004.020 – Public Street Improvements for County Route 2, K-32 Highway to Kansas Avenue" were produced by MHS and delivered to the County. However the project was never constructed by the County. The reason that the project was not constructed is unknown to MHS and immaterial to our bid submittal. A review of our project files identified the need for 53 permanent roadway and drainage easements, and 54 temporary construction easements. So it is quite possible that the easement procurement process stalled the project, or possibly a lack of available funding.

### **Project Understanding**

The original plan documents include geometric improvements to the County Route 2 roadway corridor as well as connecting portions of Metro Avenue and Honey Creek Road. A set of the original documents is on file at our offices for viewing. As requested MHS staff members completed a site visit of the roadway corridor on February 6, 2020 to perform a cursory review of revisions/improvements to the corridor in comparison to the original plan documents. Our review found minimal physical changes to the corridor. However, even with the minimal changes any attempt of delivery of a current set of plan documents would require a certain amount of field survey work to confirm that the existing conditions remain similar to the 2004 project existing condition basemap. The field survey work is critical to confirm that the proposed project improvement bid item quantities remain the same. Additionally, although no revisions in required easements are anticipated current title work would be required to deliver current easement documents for the project. Coupled with the field survey and title work requirements it is also important to note that as with most construction industries, production software utilized to complete the original 2004 plan documents has changed significantly over the past sixteen years and production of a current set of plan documents would require some manipulation and re-formatting of the original plan document data. With the above items noted, MHS presents the following scope of work to provide Leavenworth County with the required services to deliver an updated set of plan documents for consideration in completion of the improvements. Please note that the original MHS service contract to Leavenworth County did not include production of Contract Documents for Contractor bid letting. In the event that Leavenworth County requests MHS to produce the contract documents for the project the service can be completed under a negotiated amendment to the current proposal.

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## **Scope of Work**

The major components of professional service to be provided by MHS for the project are identified below. A detailed task breakout including associated hours and expenses to complete the scope of work is included in Attachments A and B, appended to this bid.

- Perform new property research and title company O and M reports for all land parcels adjacent to the roadway corridor.
- Perform updated field survey services to include roadway record research; recovery of USPLS corners; recon of property corners; recon of benchmark level loop vertical project control; topographic verification of historical roadway existing cross-sections at 200' intervals; and topographic survey for areas showing changes from the 2004 plan documents.
- Perform office survey services to include required survey notes; update of base drawing with all revised section corner, property, right-of-way, and topographics; triangulation modeling, surfacing, basemapping, and field check of areas of topography discovered to be revised from the 2004 plan documents; and preparation of section corner reference reports.
- Perform engineering review of design conformance with current Leavenworth County, KDOT, and AASHTO design standards and construction material nomenclature.
- Perform analysis of profile and cross sections for all revised existing conditions.
- Perform a cursory review of hydrology and hydraulic calculations for enclosed storm systems and cross road culverts.
- Review all intersection and driveway layouts, profiles, and construction quantities.
- Perform CAD updating of plan documents concerning profile, cross-section, storm, and drives located in areas of change from the 2004 plan documents.
- Update cross-section and earthwork grading analysis.
- Review the historical utility relocation requirements of the 2004 plan documents and determine all necessary additional utility relocations due to new facilities in the roadway corridor. MHS staff shall coordinate the same to confirm that all utilities have been relocated prior to the construction phase of the project.
- Update the plan documents concerning current MUTCD signing and pavement marking standards.
- Complete the KDHE SWPPP erosion control plan design for the project and the accompanying KDHE Notice of Intent permit.
- Perform CAD production of the final plan documents.



- Update bid item quantities for the project based on the 2020 plan documents.
- Coordinate permit documentation submittal to KDOT, KDWP, and KSHS state agencies.

**MHS agrees to complete the required plan document revisions for the project based on Professional staff hours and expenses noted in Attachments A & B for the not to exceed fee of \$58,349.45 (Fifty-eight thousand, Five hundred - nine & 45/100 Dollars).**

Professional fees shall be invoiced on a monthly basis for work completed to date. Additional services, if requested by the County shall be determined under separate agreement. MHS shall receive all payments no later than thirty (30) calendar days after invoice date.

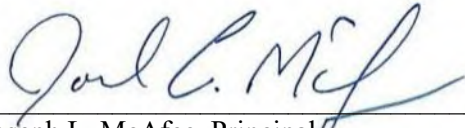
MHS is available to begin work on the project at the County's Notice to Proceed. We estimate the work to require 90 Calendar Days from the date of Notice to Proceed to deliver the final 2020 updated plan documents. A preliminary engineer's estimate of the updated 2020 project construction cost is included for your records.

### **GENERAL PROVISIONS**

Services performed by MHS under this Bid will be conducted in a manner consistent with a level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this bid. To the fullest extent permitted by law, MHS shall not in any event, be liable to the Client for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation. MHS' total liability to the Client for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by MHS under this Bid or the limits of any professional liability insurance maintained by MHS, whichever is less. This Bid shall be governed by and interpreted in accordance with the laws of Kansas.

The bid price identified in this Letter is valid for forty-five (45) days.

This bid represents the entire agreement between the Client and McAfee Henderson Solutions and supersedes all prior negotiations, representations or agreements, whether written or oral. This bid may be amended only by written instrument signed by the Client and McAfee Henderson Solutions. If this bid is acceptable, please sign and return one copy to serve as notice to proceed. We look forward to working with you on the successful completion of this project.

  
\_\_\_\_\_  
Joseph L. McAfee, Principal  
MCAFEE HENDERSON SOLUTIONS, INC.

February 13, 2020  
Date



ATTACHMENT A: PROFESSIONAL FEE WORKSHEET

Proj.: Route 2, K-32 Highway to Kansas Avenue Plan Updates  
 By: J. McAfee  
 Date: February 12, 2020  
 Client: County of Leavenworth  
 Notes: Field Survey and Engineering  
 Rev: 001

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	TITLE	ESTIMATED MAN HOURS BY POSITION							TOTAL HOURS	PROFESSIONAL FEE (\$)	
				Engineering ENG-4 Project Manager \$125.00	Engineering ENG-2 Project Engineer PE \$95.00	Engineering ET-5 CAD \$105.00	Engineering ET-3 CAD Tech 3 \$75.00	Survey LS-7 Project Surveyor, PLS \$120.00	Survey LS-3 Tech 3 \$75.00	Survey LS-2 Tech 2 \$60.00			
<b>INVESTIGATION &amp; DATA COLLECTION</b>													
-1--		<b>Field Survey Operations</b>											
-1--	1.1	Project Set-up and Administration		3		3		6				12	\$ 1,410.00
-1--	1.2	Updated document research for roadway records, and property information						8				8	\$ 960.00
-1--	1.3	Recover USPLS corners/recon property corners and right of way						6	10	10		26	\$ 2,070.00
-1--	1.4	Recon previous project Benchmark level loop and refresh as necessary						2	8	8		18	\$ 1,320.00
-1--	1.5	Perform existing cross-section topographic verification (Occupancy at 200' intervals)						6	24	24		54	\$ 3,960.00
-1--	1.6	Title Reports with Easements, review, research County records (39 Tracts)				3		6	4	4		17	\$ 1,575.00
-1--	1.7	Obtain topographic and planametric data for areas of change ( Estimated 10% of corridor)						4	24	24		52	\$ 3,720.00
-1--													
-1--		<b>Office Survey Operations &amp; Descriptions</b>											
-1--	1.8	Prepare survey notes						4				4	\$ 480.00
-1--	1.9	Update base drawing with all revised section corner, property, right of way, & topographics				4			18	18		40	\$ 2,850.00
-1--	1.10	TIN, Surface, Basemap, Fieldcheck, Redlines - QC/QA				4				18		22	\$ 1,500.00
-1--	1.11	Prepare Section Corner Reference Reports						4	6			10	\$ 930.00
-1--													\$ -
		Subtotal		3	0	14	0	46	94	106		263	\$ 19,845.00
<b>ENGINEERING DESIGN</b>													
-2--	2.1	Project Administration, Meetings, and QC/QA		6	4							10	\$ 1,130.00
-2--	2.2	Review of design conformance with current LVCO, KDOT, & AASHTO standards/nomenclature		4	16							20	\$ 2,020.00
-2--	2.3	Analysis of Profile and Cross-sections for revised existing conditions				6						6	\$ 630.00
-2--	2.4	Cursory review of hydrology & hydraulics calculations for storm systems				2	4					6	\$ 510.00
-2--	2.5	Cursory review of crossroad culvert and storm system lengths and materials			4		6					10	\$ 830.00
-2--	2.6	Review of intersection and driveway layout and profiles			4		4					8	\$ 680.00
-2--	2.7	Cad updating of plan documents concerning Profile, Cross-Section, Storm, Drives (10% changes)			4	6	14					24	\$ 2,060.00
-2--	2.8	Updating of Cross-Section/Earthwork analysis				4	8					12	\$ 1,020.00
-2--	2.9	Review of historical Utilities and Identification of required relocations		2	8		8					18	\$ 1,610.00
-2--	2.10	Updating of MUTCD signing requirements due to advisory speed limits			3		6					9	\$ 735.00
-2--	2.11	KDHE SWPPP erosion control design and NOI Permitting (excluded from original plans)		2	20	4	8					34	\$ 3,170.00
-2--	2.12	CAD production of Final Plan documents				4	16					20	\$ 1,620.00
-2--	2.13	Update Quantities and Engineer's Estimate of Probable Construction Cost		2	8							10	\$ 1,010.00
-2--	2.14	Utility coordination for required relocations		4	8		4					16	\$ 1,560.00
-2--	2.15	Permit documentation for KDOT, KDWP, KSHS State agencies			8							8	\$ 760.00
-2--													
		Subtotal		20	87	26	78	0	0	0		211	\$ 19,345.00



**ATTACHMENT A: PROFESSIONAL FEE WORKSHEET**

Proj.: Route 2, K-32 Highway to Kansas Avenue Plan Updates  
 By: J. McAfee  
 Date: February 12, 2020  
 Client: County of Leavenworth  
 Notes: Field Survey and Engineering  
 Rev: 001

			ESTIMATED MAN HOURS BY POSITION							TOTAL HOURS	PROFESSIONAL FEE (\$)
MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	Engineering ENG-4 Project Manager \$125.00	Engineering ENG-2 Project Engineer PE \$95.00	Engineering ET-5 CAD \$105.00	Engineering ET-3 CAD Tech 3 \$75.00	Survey LS-7 Project Surveyor, PLS \$120.00	Survey LS-3 Tech 3 \$75.00	Survey LS-2 Tech 2 \$60.00		
<b>EASEMENT / RIGHT-OF-WAY DOCUMENTS UPDATING</b>											
-3--	3.1	Prepare Updated Easement Descriptions (estimated 4 of 39 tracts affected - 8 descriptions)					8		4	12	\$ 1,200.00
-3--	3.2	Submittal of all workable original Easement Exhibits and Updated Exhibits (40 tracts - 107 exhibits)	2						20	22	\$ 1,450.00
-3--	3.3	Prepare final survey notes and computations					3			3	\$ 360.00
-3--	3.4	Stake right of way and drainage easement procurements, and temporary construction easements					2	24	24	50	\$ 3,480.00
-3--	3.5	KSHS submittal of Endangered Corner documents (3 corner monuments)					3	4	4	11	\$ 900.00
-3--											
		Subtotal	2	0	0	0	16	28	52	98	\$ 7,390.00
<b>TOTALS ( Hours )</b>			<b>25</b>	<b>87</b>	<b>40</b>	<b>78</b>	<b>62</b>	<b>122</b>	<b>158</b>	<b>572</b>	<b>\$ 47,510.00</b>
<b>Reimbursable Expenses from Attachment B</b>											<b>\$ 10,839.45</b>
<b>TOTAL PROJECT COST INCLUDED REIMBURSABLES( \$ )</b>											<b>\$ 58,349.45</b>

Department  
Employee Classification  
TITLE  
RATE

**TOTALS ( Hours )**      **25**      **87**      **40**      **78**      **62**      **122**      **158**      **572**      **\$ 47,510.00**

**Reimbursable Expenses from Attachment B**      **\$ 10,839.45**

**TOTAL PROJECT COST INCLUDED REIMBURSABLES( \$ )**      **\$ 58,349.45**





**CIVIL ENGINEERING & LAND SURVEYING**

Proj.: Route 2, K-32 Highway to Kansas Avenue Plan Updates  
 By: J. McAfee  
 Date: 2/12/2020  
 Client: County of Leavenworth  
 Notes: Field Survey and Engineering  
 Rev: 001

**ATTACHMENT B: EXPENSE WORKSHEET**

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	DEPARTMENT	UNIT COST RATE	BILL RATE	Survey	Survey	Survey	Survey	Survey	Engineering	Engineering	Permits	EXPENSE EFFORT (\$)
						Copies 8-1/2 x 11 Each	Mileage Vehicle Miles	KSHS Corner Doc./Eacj	Title Report Original Each	USPLS Corner Doc./Each	Mileage Vehicle Miles	Copies 24" x 36" Each	KDHE DWR	
<b>INVESTIGATION &amp; DATA COLLECTION</b>														
-1--		<b>Field Survey Operations</b>												\$ -
-1--	1.1	Project Set-up and Administration												\$ 34.80
-1--	1.2	Updated document research for roadway records, and property information					60.00							\$ 49.80
-1--	1.3	Recover USPLS corners/recon property corners and right of way					60.00	3.00						\$ 69.60
-1--	1.4	Recon previous project Benchmark level loop and refresh as necessary					120.00							\$ 104.40
-1--	1.5	Perform existing cross-section topographic verification (Occupancy at 200' intervals)					180.00							\$ 9,750.00
-1--	1.6	Title Reports with Easements, review, research County records (39 Tracts)							39.00					\$ 104.40
-1--	1.7	Obtain topographic and planametric data for areas of change ( Estimated 10% of corridor)					180.00							\$ -
-1--		<b>Office Survey Operations &amp; Descriptions</b>												\$ 1.50
-1--	1.8	Prepare survey notes				10.00								\$ -
-1--	1.9	Update base drawing with all revised section corner, property, right of way, & topographics										12.00		\$ 36.00
-1--	1.10	TIN, Surface, Basemap, Fieldcheck, Redlines - QC/QA												\$ -
-1--	1.11	Prepare Section Corner Reference Reports												\$ -
		Subtotal				10.00	600.00	3.00	39.00	0.00	0.00	12.00	0.00	\$ 10,150.50
<b>ENGINEERING DESIGN</b>														
-2--	2.1	Project Administration, Meetings, and QC/QA									180.00			\$ 104.40
-2--	2.2	Review of design conformance with current LVCO, KDOT, & AASHTO standards/nomenclature												\$ -
-2--	2.3	Analysis of Profile and Cross-sections for revised existing conditions										4.00		\$ 12.00
-2--	2.4	Cursory review of hydrology & hydraulics calculations for storm systems										2.00		\$ 6.00
-2--	2.5	Cursory review of crossroad culvert and storm system lengths and materials										2.00		\$ 6.00
-2--	2.6	Review of intersection and driveway layout and profiles										4.00		\$ 12.00
-2--	2.7	Cad updating of plan documents concerning Profile, Cross-Section, Storm, Drives (10% changes)										8.00		\$ 24.00
-2--	2.8	Updating of Cross-Section/Earthwork analysis										8.00		\$ 24.00
-2--	2.9	Review of historical Utilities and Identification of required relocations									120.00			\$ 69.60
-2--	2.10	Updating of MUTCD signing requirements due to advisory speed limits												\$ -
-2--	2.11	KDHE SWPPP erosion control design and NOI Permitting (excluded from original plans)										3.00		\$ 9.00
-2--	2.12	CAD production of Final Plan documents										50.00		\$ 150.00
-2--	2.13	Update Quantities and Engineer's Estimate of Probable Construction Cost												\$ -
-2--	2.14	Utility coordination for required relocations									120.00	4.00		\$ 81.60
-2--	2.15	Permit documentation for KDOT, KDWP, KSHS State agencies										6.00		\$ 18.00
-2--													1.00	\$ 60.00
		Subtotal				0.00	0.00	0.00	0.00	0.00	420.00	91.00	1.00	\$ 516.60



**ATTACHMENT B: EXPENSE WORKSHEET**

**CIVIL ENGINEERING & LAND SURVEYING**

Proj.: Route 2, K-32 Highway to Kansas Avenue Plan Updates  
 By: J. McAfee  
 Date: 2/12/2020  
 Client: County of Leavenworth  
 Notes: Field Survey and Engineering  
 Rev: 001

MHS TASK CODE	TASK I.D.	WORK TASK DESCRIPTION	DEPARTMENT	Survey Copies 8-1/2 x 11 Each	Survey Mileage Vehicle Miles	Survey KSHS Corner Doc./Eacj	Survey Title Report Original Each	Survey USPLS Corner Doc./Each	Engineering Mileage Vehicle Miles	Engineering Copies 24" x 36" Each	Permits KDHE DWR	EXPENSE EFFORT (\$)
			UNIT COST RATE	\$0.15	\$0.580	\$5.00	\$250.00	\$5.00	\$0.580	\$3.00	\$60.00	
			BILL RATE	\$0.15	\$0.580	\$5.00	\$250.00	\$5.00	\$0.580	\$3.00	\$60.00	
<b>EASEMENT / RIGHT-OF-WAY DOCUMENTS UPDATING</b>												
-3--	3.1	Prepare Updated Easement Descriptions (estimated 4 of 39 tracts affected - 8 descriptions)		24.00								\$ 3.60
-3--	3.2	Submittal of all workable original Easement Exhibits and Updated Exhibits (40 tracts - 107 exhibits)		214.00								\$ 32.10
-3--	3.3	Prepare final survey notes and computations		15.00				3.00				\$ 17.25
-3--	3.4	Stake right of way and drainage easement procurements, and temporary construction easements			180.00							\$ 104.40
-3--	3.5	KSHS submittal of Endangered Corner documents (3 corner monuments)				3.00						\$ 15.00
-3--												\$ -
Subtotal				253.00	180.00	3.00	0.00	3.00	0.00	0.00	0.00	\$ 172.35
<b>TOTALS ( # of units )</b>				<b>263.00</b>	<b>780.00</b>	<b>6.00</b>	<b>39.00</b>	<b>3.00</b>	<b>420.00</b>	<b>103.00</b>	<b>1.00</b>	
<b>TOTALS ( \$ )</b>				<b>\$39.45</b>	<b>\$452.40</b>	<b>\$30.00</b>	<b>\$9,750.00</b>	<b>\$15.00</b>	<b>\$243.60</b>	<b>\$309.00</b>	<b>\$60.00</b>	<b>\$10,839.45</b>

# County Route 2 - K32 to Kansas Avenue

MHS proj#2004.020

Updated to 2020 Current Pricing

2/13/2020

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
<b>GENERAL</b>					
1	Mobilization	LS	1	\$119,250.00	119,250.00
2	Construction Staking	LS	1	\$22,000.00	22,000.00
<b>TOTAL - GENERAL</b>					<b>141,250.00</b>
<b>STREET IMPROVEMENTS</b>					
3	Demolition	LS	1	\$65,000.00	65,000.00
4	Street Asphalt	SY			FYI
5	Driveway - Asphalt	SY			FYI
6	Driveway - Concrete	SY			FYI
7	Driveway - Gravel	SY			FYI
8	miscellaneous	LS			FYI
13	2" KDOT BM-2 Asphalt Surface (Route 2)	SY	40,005	\$7.35	294,036.75
14	6" KDOT BM-2B Asphalt Base (Route 2)	SY	40,005	\$22.00	880,110.00
	2" KDOT BM-2 Asphalt Surface (Driveways)	SY	2,829	\$8.90	25,178.10
	4" KDOT BM-2B Asphalt Base (Driveways)	SY	2,829	\$17.80	50,356.20
15	4" AB-3 Granular Fill (Route 2)	SY	46,297	\$8.00	370,376.00
17	6" AB-3 Granular Fill (Driveways)	SY	309	\$14.00	4,326.00
16	8" AB-3 Granular Fill (Metro & Honey Creek)	SY	1,404	\$17.00	23,868.00
20	Curb & Gutter (All Types)	LF	865	\$18.00	15,570.00
9	Clearing, Grubbing, & Grading	LS	1	\$134,552.00	134,552.00
10	Unclassified Excavation	CY	25,920	\$3.20	FYI
11	Type AA (MR-3) Compaction	CY	946	\$5.00	FYI
12	Type B (MR-90) Compaction	CY	16,939	\$2.00	FYI
21	Fence Relocation				
22	3 Tier PVC Fence	LF	81	\$11.00	891.00
23	Barbed Wire Fence	LF	3,363	\$3.00	10,089.00
24	Barbed Wire / Woven Wire Fence	LF	2,759	\$5.00	13,795.00
25	Wrought Iron Fence	LF	299	\$15.00	4,485.00
26	3 Tier Wood Fence	LF	656	\$25.00	16,400.00
27	Spur Fence	LF	291	\$20.00	5,820.00
	Horse Fence	LF	291	\$20.00	5,820.00
28	Temporary Fence	LF	1,761	\$3.00	5,283.00
29	Gate Relocation	EACH	2	\$250.00	500.00
30	Guardrail	LF	904	\$31.50	28,476.00
31	Guardrail Removal	LF	904	\$4.00	3,616.00
32	Guardrail Terminus	EACH	4	\$2,350.00	9,400.00
33	Traffic Control	LS	1	\$21,850.00	21,850.00
34	Erosion Control	LS	1	\$18,750.00	18,750.00
35	Pavement Marking	LS	1	\$12,835.00	12,835.00
36	Seeding	AC	12	\$2,500.00	30,000.00
<b>TOTAL - STREET IMPROVEMENTS</b>					<b>2,051,383.05</b>

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
<b>STORM IMPROVEMENTS</b>					
	Pipe				
37	15" CMP	LF	922	\$30.00	27,660.00
38	18" CMP	LF	441	\$34.00	14,994.00
39	30" CMP	LF	24	\$50.00	1,200.00
39	18" RCP	LF	280	\$48.00	13,440.00
40	24" RCP	LF	221	\$60.00	13,260.00
41	30" RCP	LF	16	\$72.00	1,152.00
42	36" RCP	LF	72	\$65.00	4,680.00
43	42" RCP	LF	72	\$80.00	5,760.00
44	4' X 4' Area Inlet	EACH	2	\$3,250.00	6,500.00
45	6' x 4' Curb Inlet	EACH	2	\$3,750.00	7,500.00
46	15" CM End Section	EACH	1	\$435.00	435.00
47	18" RC End Section	EACH	8	\$485.00	3,880.00
48	24" RC End Section	EACH	5	\$550.00	2,750.00
49	36" RC End Section	EACH	2	\$800.00	1,600.00
20	42" RC End Section	EACH	2	\$965.00	1,930.00
21	50# Rip Rap	SY	155	\$42.00	6,510.00
<b>TOTAL - STORM IMPROVEMENTS</b>					<b>113,251.00</b>
Subtotal General					141,250.00
Subtotal Street Improvments					2,051,383.05
Subtotal Storm Improvements					113,251.00
Total					2,305,884.05
10% Contingency					216,463.41
Total Construction Improvement Costs					<b>2,522,347.46</b>

**WORK SESSION  
MATERIAL ONLY**



Leavenworth County Department of Public Works  
**Proposal in respect of the Feasibility of the Eastern Gateway Concept P3**

October 8, 2020

Bill Noll,  
Infrastructure and Construction Services Director  
100 N 5th St, Leavenworth, KS 66048  
Leavenworth,  
KS 66048

October 8, 2020

**Eastern Gateway Concept P3 Feasibility Study**

Dear Bill,

It was a pleasure to speak with you last week and, further to our discussion, we are delighted to present our proposal in relation to preparing a feasibility study with a particular focus on P3 procurement, for the delivery of the Eastern Gateway Concept (the "Project").

Arup is a wholly independent organization owned in trust on behalf of its staff. With no external shareholders, creditors, or affiliated businesses, this independence enables us to focus exclusively on what is best for our clients and without conflicts of interest.

Arup offers integrated financial, technical and commercial expertise in the P3 space which we will bring to bear in this first stage in order to validate the P3 concept. We work as a seamless team combining industry knowledge and expertise from our specialists across the Americas region and globally.

Notable projects in the P3 space in which Arup has had a leading role include the Presidio Parkway in San Francisco, the Long Beach Civic Center and a recent feasibility study for a P3 flood defense program.

We have identified an experienced team for this assignment, composed of financial, commercial and technical specialists including those focused on the bridges and highways sector and with experience on projects across jurisdictions. Moreover, the team we have assembled for this project brings forth relevant local experience having worked with the City of Wichita to assess a potential P3 structure for the Wichita Convention Center and Performing Arts. Arup is currently engaged on the Kansas City Airport, Terminal A project with our scope including airfield planning, ITC and security design.

We very much look forward to discussing this important project with you.

With kind regards,



Tim Treharne, Principal, Advisory Services



**Tim Treharne**  
Advisory Services Leader, New York

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## Our Organization

Delivering an integrated solution

# ARUP

- Arup is one of the world's leading engineering and consultancy practices, providing professional services in all areas of the built and natural environment. We aim to help our clients meet their needs by adding value through commercial and financial structuring, technical excellence, efficient organization and procurement. Throughout the world we aim to provide a consistently excellent multi-disciplinary service, which also incorporates our concern for the environment.
- Arup was established in London in 1946. Today, Arup is one of the largest and most successful global consultancies in the world with over 14,000 staff operating in 88 offices and 33 countries. The firm enjoys total financial independence and has a turnover in excess of US\$2.2 billion. The firm is held in trust for the benefit of its employees and their dependents.
- Arup is an experienced advisor with particular expertise in both the structuring and procurement of P3 projects across a range of sectors including transport and highways.

## Our Approach

- By bringing together technical, commercial and financial market issues we enable our clients to develop structures and tendering strategies to obtain best value for money.
- As a leading global Advisor, we assist our clients throughout the asset lifecycle from procurement through financial close and construction to the end of operations. We leverage our global experience and knowledge to apply to the local context.
- Arup understands the complexity of public private partnerships from experience in a wealth of projects across the US and beyond.



**2020**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year

**2019**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year

**2018**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year



**2019**

North America Technical Advisor of the Year  
Latin America & Europe Technical Advisor of the Year

**2018**

North America Technical Advisor of the Year  
Europe & Africa Technical Advisor of the Year



## Our Team

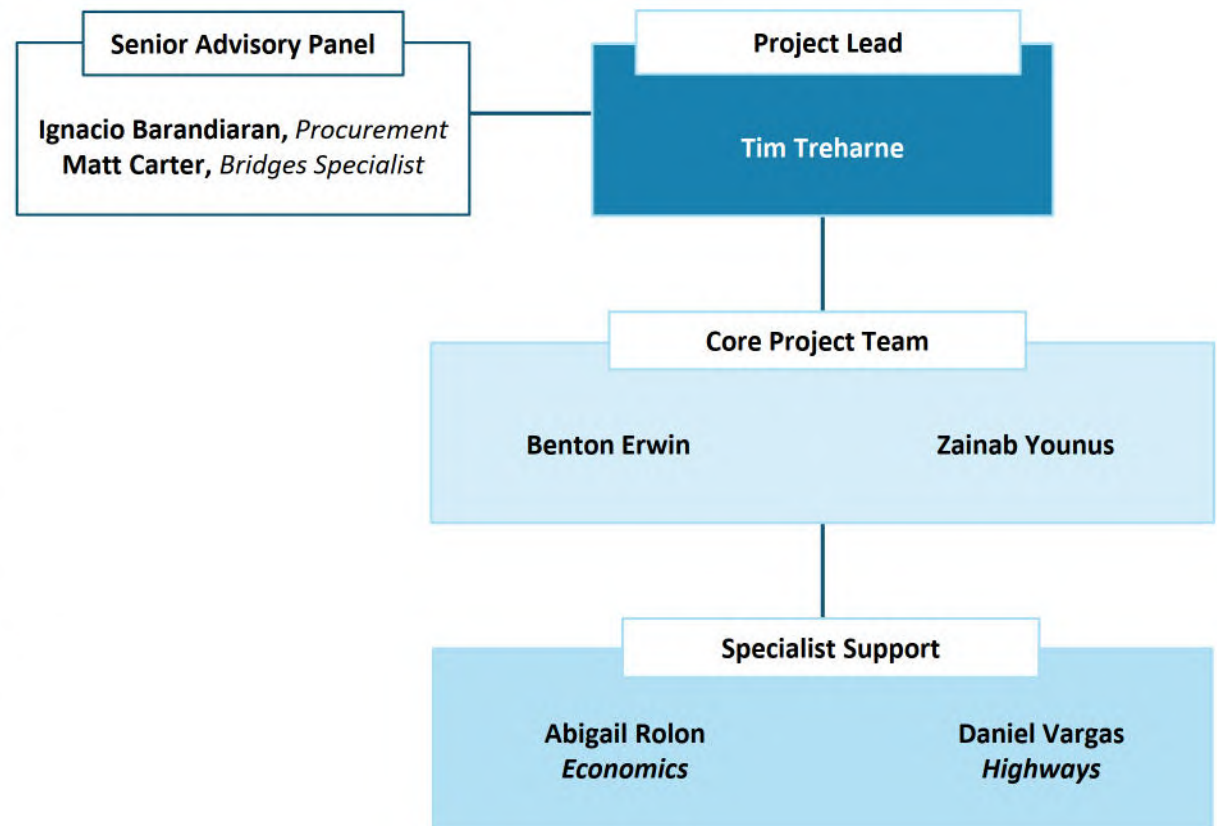
Arup offers a team of experienced individuals to assist you in this project.

At Arup we believe in working as an integrated team involving significant iterative client interactions. You will therefore find that we take a proactive approach and will get fully involved with your team to deliver the required deliverables at the initial stage and beyond.

**Tim Treharne** will have overall responsibility for the delivery of the project, coordinating the inputs of specialists to deliver the required outputs supported by a core project team and a senior consultation panel.

Our advisory panel includes a procurement specialist, **Ignacio Barandiaran** who brings relevant local experience in Kansas. Additionally, **Matt Carter** will serve as a bridges specialist. The integration of the technical considerations with the financial allows for holistic advise.

The team structure represents a highly skilled staff selected based on transaction requirements. Key team members are highlighted in the chart opposite, with supporting profiles provided in the following pages.



## Our Team

### Project Lead and Senior Advisory Panel



**Tim Treharne**  
Project Lead

Tim is a Principal at Arup's New York Office with extensive experience in the development of public private partnership programs and projects. Having been a lender, adviser (both public and private side) and an investor in this area, Tim has a 360 degree view of the market and has advised numerous public authorities on the development of their programs and projects in the US, Europe and South America.

Tim's previous roles have included being Head of Global Infrastructure for Bank of America, Senior Director at KPMG Global Infrastructure and most recently as European Chief Operating Officer for Meridiam.

His specialties include project finance, PFI, PPP, P3 and privatizations. Tim brings a depth of market knowledge in structuring alternative delivery models for public clients including for multi-jurisdictional projects.



**Ignacio Barandiaran**  
Procurement Specialist, Advisory Panel

Ignacio Barandiaran is a Principal at Arup's San Francisco, CA office and is a member of Arup's Board of Directors in the Americas region. He heads Arup's Transaction Advice business in North and South America, leading a team of financial and technical infrastructure specialists delivering economics and strategy advice, management consulting, due diligence, and financial advice. He has extensive knowledge of alternative funding and delivery models and the project and municipal finance markets. Ignacio works with public sponsors/agencies, equity providers, concession companies, contractors, rating agencies, and lenders. He has advised his clients on transportation and social infrastructure projects.

Ignacio's expertise has provided a notable impact to a variety of projects in the US and abroad. Within the last eight years Ignacio has undertaken over sixty infrastructure advisory assignments representing over \$60 Billion in aggregate project value. These include pathfinder projects such as the Texas High Speed Rail, Long Beach Civic Center, and the Presidio Parkway. Ignacio is currently advising the City of Denver on the development of a policy and organizational structure to support a program of innovative delivery and financing projects across the city



**Matt Carter**  
Bridges Specialist, Advisory Panel

Matt Carter is a Principal in the New York office. He has extensive experience of the conceptual and detailed design of long span and complex bridge structures in North America, East Asia, Europe, Africa and Australia.

Matt has been involved in numerous design-build projects and public private partnerships with both owners and contractors as clients, gaining unique insights by working from different perspectives.

Notable projects include major cable stayed bridges such as the New Bridge for the St Lawrence in Montreal. Matt's long span bridge experience also includes design of suspension bridges and he has experience of major precast post-tensioned concrete viaduct projects both on land and over sea.

Matt's project experience includes the Tappan Zee Bridge replacement, which was procured on a design-build basis with Arup acting as the owner's engineer. He also served as the Bridges Lead for the New Bridge for St Lawrence, Montreal, QC project, developing the business case for replacing an ageing urban bridge on a Public-Private-Partnership basis.

## Our Team

### Core Team Members and Specialist Support



**Benton Erwin**  
Associate

Benton works as a project manager with Arup's Transaction Advice group. Benton is a leading consultant for Public Private Partnership and general project finance advisory.

His project experience includes serving as the Project Manager for the Indiana Toll Road sell-side due diligence as well as for IFM's acquisition of OHL Concesiones portfolio. Benton also advised on the recent Puerto Rico highway M&A process.

Benton has extensive experience supporting governments, sponsors and lenders to navigate project development from inception through financial close and into the construction and operations phases. Benton has advised on over 30 project finance deals with experience throughout the Americas and primarily in the transportation and energy sectors.

Benton joined Arup in April, 2013 upon the completion of his Sustainable Design and Construction master's degree from Stanford University where he focused on infrastructure project delivery, construction management, and project finance.



**Zainab Younus**  
Analyst

Zainab Younus is an Analyst with Arup's Advisory Services team based in New York. She advises owners and investors on infrastructure projects from a variety of perspectives.

At Arup, she has worked on projects across a range of different sectors including transportation.

Her project experience includes completing the commercial review of various assets ranging from the energy sector to telecom. She has also conducted business plan review for various asset classes on technical engagements.

Zainab has worked on various delivery options analysis and feasibility studies. Recently, she worked on a resiliency projects related feasibility study, assessing whether a P3 structure would be a viable option to deliver the project. She led the financial analysis and model development to assess the financial and commercial structure.

Prior to joining Arup, Zainab was an Industrials Investment Banking Analyst focusing on the Transportation and Logistics vertical, covering various trucking, shipping, rail and logistics clients.



**Abigail Rolon**  
Associate

Abigail has 15 years of international experience conducting economic evaluations and financial analysis of public, private, and public-private investments. Abigail's specific skills include the ability to manage complex projects, perform benefit cost analysis of infrastructure projects, develop macroeconomic forecasts for traffic and revenue studies in the transportation sector, communicate and negotiate effectively, and handle multiple tasks and assignments in a fast-paced environment.

Abigail was a member of the team for the Wichita Convention Center and Performing Arts feasibility study. She has also worked on the Presidio Parkway P3 project, completing the benefit-cost analysis. Moreover, as part of the technical due diligence for a road safety improvement plan to be executed by the City of Buenos Aires, Argentina and supported by a loan from the Inter-American Development Bank, Abigail led the economic evaluation of the proposed road safety improvements

Before joining Arup Abigail worked at a transportation consulting firm developing funding strategies to finance transportation investments at state and local levels, and performing quantitative analysis of transportation investments using benefit-cost methodology and economic impact analysis.



**Daniel Vargas**  
Senior Consultant

Daniel Vargas is a Transaction Advice Project Manager in Arup's San Francisco Office. He is responsible for supporting a wide range of owners and investors in increasing certainty of outcome of project delivery. His background includes professional experience in multiple phases of EPC projects, including holding responsibilities in Procurement and Construction Management for mega projects.

Prior to joining Arup, Daniel was the Productivity and Performance Manager for one of the world's largest contractors where he was deployed on a \$6 billion petrochemical complex in Pennsylvania. Daniel is a Six Sigma Black Belt and has led engagements in a variety of process improvement efforts. He has developed multiple business intelligence tools for effective decision making and championed the deployed of a variety of technologies to improve construction safety, quality and performance.

Daniel holds a BSc in Architectural Engineering and an MSc in Civil Engineering from the University of Texas at Austin. Daniel is fluent in English and Spanish.



## Project Understanding

### Our Understanding

Arup understands that the Leavenworth County commissioned a study aimed to (i) assess and evaluate up to three potential connections between Kansas 7 Highway and I-435 including connections to Missouri Route 152 and Missouri Route 45, (ii) develop preliminary cost estimates and (iii) develop preliminary traffic volumes. We understand that TranSystems was awarded the contract to complete the study.

Currently, there is limited bi-state connectivity within the County; travel time to the Kansas City metropolitan area is significant. The Eastern Gateway Project, a potential bridge / roadway, aims to increase connectivity across the Missouri River.

Having completed a preliminary technical feasibility study, the County is interested in evaluating the financial feasibility of the Project, particularly if the Project may be procured through a private-public-partnership (“P3”) structure. Given the

recent changes in the law allowing for road tolling, there is an interest from County officials to assess whether the project may be funded through the tolls the Project earns. Moreover, the County is also interested in understanding potential market interest from private partners.



#### Study Area

Source: TranSystems Eastern Gateway Concept Study\_Final Report

## Approach

Our approach is described below

### Review of the County's Objectives

As a preliminary to any procurement, establishing the procuring authority's short and long-term objectives. We will highlight the possible P3 structures available in that context and consider risk transfer and value for money.

To identify the most appropriate scenarios and to effectively assess the risks associated with each option, it is important to set out a clear set of prioritized financial and non-financial objectives for the procuring authority.

We will meet (virtually) with you to assess technical work project goals and constraints, technical challenges and risks, stakeholder issues, political landscape, public concerns, and opportunities for private sector technical innovation.

### Review Delivery and Funding Options

We will consider the feasibility of the project as a P3, and will liaise with:

1. Your legal counsel in relation to the current legislative framework and highlight any needs including for a bi-state agreement; and
2. Your technical adviser in terms of traffic and revenue and project cost assumptions as well as the program for environmental approvals.

We will construct a bespoke financial model for the project which will incorporate the assumptions mentioned above to evaluate the extent to which the project will be able to fund itself through tolls.

We will develop a high level project terms sheet that would be suitable for P3 delivery along with a report of findings and action plan.

### Market Sounding

The Arup team has extensive experience conducting market soundings and is very familiar with the various market participants.

We conduct structured interviews with the various market participants including contractors, investors and investor developers.

This process typically starts with a project specific questionnaire, prefaced by a short description of the project. This process is designed to validate our conclusions as well as to start mapping potential bidders.

We will also consider the likely timeline for P3 procurement.



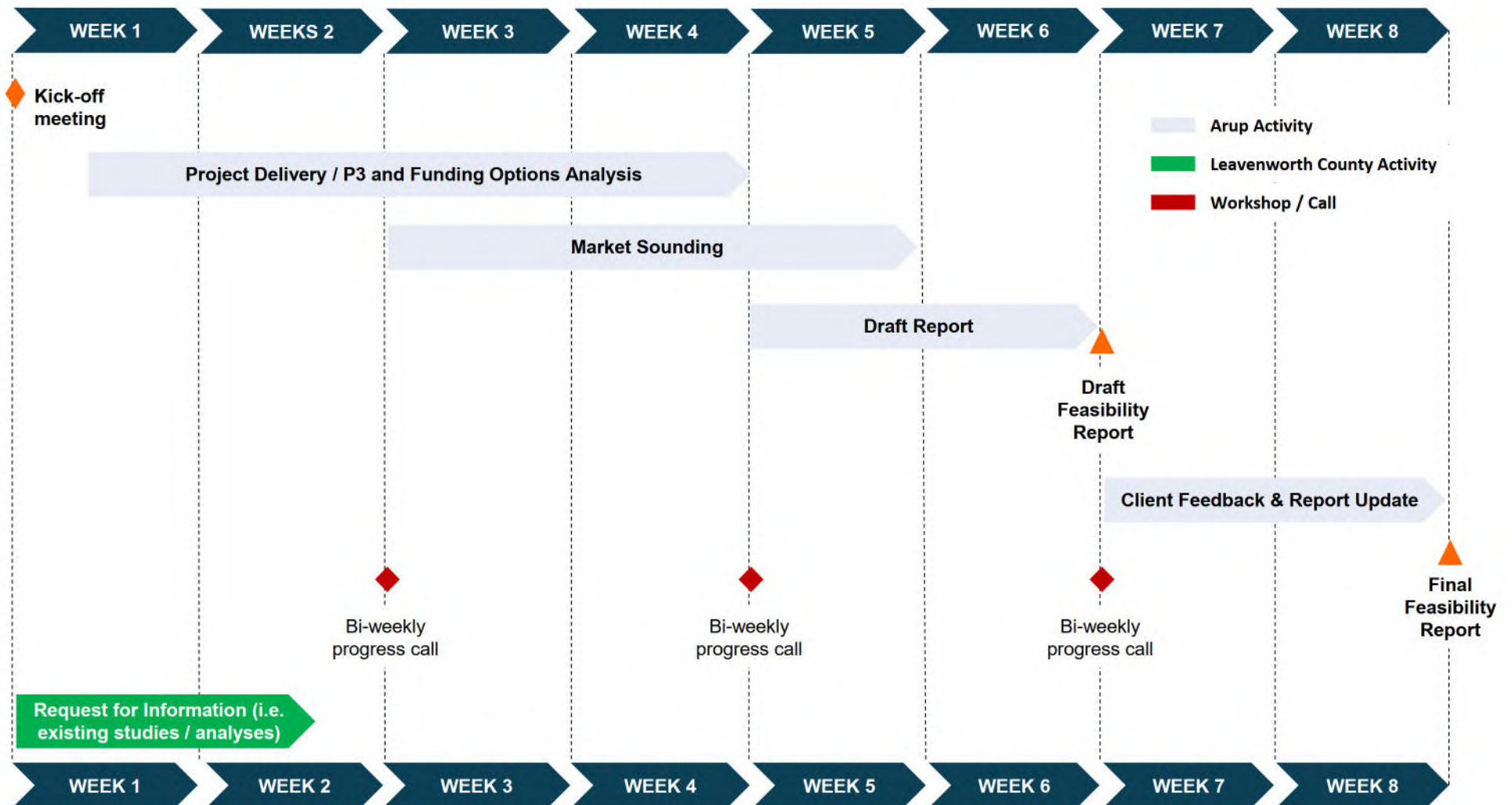
## Scope of work

### Detailed scope of work for reviewing the options

	Task
<p><b>Project Kick-off</b></p>	<p>We will conduct a workshop call with you aimed to (i) review and establish the County’s short and long-term objectives, (ii) project objectives, (iii) risk appetite, and (iv) review of work conducted by the County thus far, including cost and traffic estimates. This information will help inform our analysis of potential commercial structures. Moreover, during the kickoff call, we hope to review and finalize the work plan and scope with you as well as confirm availability of key County resources including identifying the County’s advisors on the project including legal advisor, with whom we will liaise with regarding legal framework matters and technical adviser with whom we will liaise regarding traffic &amp; revenue and cost assumptions as well as environmental process.</p>
<p><b>Project Delivery and Funding Options Analysis</b></p>	<p>We will conduct a qualitative review of the delivery options, including P3s, available to the County under the existing legislation. We will also conduct a quantitative analysis of the delivery options by constructing a bespoke financial model for the project to evaluate the cost to the County of procuring the project through a P3 structure.</p> <p>We will request certain inputs and assumptions from the County for our financial model analysis, including, but not limited to, preliminary cost and traffic &amp; revenue estimates.</p>
<p><b>Market Sounding</b></p>	<p>Prior to the interviews, we will prepare for the County’s approval the topics for discussion and a series of base questions. The main objective of the market sounding is to confirm/validate certain commercial and financial assumptions, such as preliminary capital structure or key terms and conditions. This feedback will be taken into account in the commercial and financial analysis of the options and in the development of the eventual procurement documents. The findings and conclusions are extremely valuable to better shape the procurement strategy, schedule, and risk allocation.</p> <p>In our experience, the County will get the most value from the market sounding if the process is conducted primarily by the advisor directly with the interested operators and, as necessary, investors and developers in the one-on-one meetings. This allows us to preserve confidentiality and to anonymize the feedback provided. The benefit is greater willingness of the firms we meet to share their candid assessment, ideas, and recommendations. Arup has a hard-earned reputation in the market for guarding confidentiality. This has been earned not only through numerous public sector advisory engagements, but also through our many private sector engagements for project financings and infrastructure M&amp;A advisory.</p>
<p><b>Deliverable</b></p>	<p>We will present the findings of the our analysis in a report to be shared with the County officials.</p>

## Proposed Schedule

We propose bi-weekly meetings to review progress. The timeline assumed is contingent on receiving inputs and data from the County in a timely manner.





## Our Commercial Terms

### Fee basis and assumptions

#### Proposed Commercial Terms

1. We are pleased to provide the proposed scope of work on a time and materials basis, assuming the rates presented in Table 1. We have assumed a not-to-exceed cap of \$100,000 to complete the feasibility study.
2. We propose to invoice according to the following payment schedule.

**Mobilization Payment: \$25,000 upon notice-to-proceed;**

**Monthly invoices on time & materials basis.**

*Mobilization payment covers the first \$25,000 of time & materials.*

3. These fees take account of the indicative scope included in this proposal and assume that:
  - A draft report containing our initial findings would be developed after approximately 6 weeks of commencing work.
  - Our final report would be delivered 2 weeks later, reflecting our final comments and incorporating your feedback.
4. All reasonably incurred disbursements and expenses will be charged separately at cost for all phases of work.
5. Our engagement in this feasibility study is

on the basis that our organization will not be conflicted out of further procurement opportunities relating to Eastern Gateway concept project.

6. Our report will be prepared in English.
7. We explicitly do not permit circulation of and/or reliance upon any of our deliverables to/by retail investors and we will not accept any extension of responsibility and/or liability to retail investors and you agree to expressly indemnify Arup against any liability arising from such risk.
8. Our proposal is conditional on the acceptance of Arup's standard terms of engagement which will be provided separately. Please refer to the key terms and conditions in Appendix A.
9. Reimbursable expenses will be invoiced without mark-up.

#### Additional Assumptions

Our fee proposal is based on the following terms and assumptions:

- Our hourly billing rates are valid until March 31, 2021. Rates will then be escalated on a yearly basis by US CPI +2.5%.
- Arup will commence work upon a signed, executed engagement agreement and notice to proceed.
- Any additional services that may be

requested will be undertaken on a time and materials basis and is not included in the not-to-exceed cap.

- Our final reports and deliverables will be solely for your benefit.
- Any additional work beyond that as outlined in this scope and fee proposal, which has been agreed prior to being undertaken, will be charged at the rates in the table below.

Table 1: 2020 / 2021 Daily Rate

Transaction Specialists	US\$/hr
Project Director / Principal	\$530
Associate Principal	\$385
Senior Consultant	\$325
Technical Specialist	\$295
Consultant / Engineer	\$225
Administrative Support	\$130



## Our Select Experience



### Wichita Convention Center and Performing Arts Feasibility Study

#### City of Wichita

The City of Wichita was considering the remodeling or replacement of the convention and performing arts spaces currently located in the Century II facility. The City needed to examine all available funding and delivery methods such as P3 to harness the creativity and the capital of the private sector. Arup provided P3 business case services to help the City meet its needs. Arup conducted an evaluation of funding alternatives, including a P3 approach and other non-traditional delivery methods that could provide access to private capital through an appropriate procurement process. Arup recommendations to the Mayor and City Council included various options and strategies to fund and deliver the project, including potential access to private capital and non-traditional sources.



### Los Angeles Convention Center Delivery Options Analysis

#### City of Los Angeles

Arup was hired by the City of Los Angeles to evaluate at a strategic level alternative financing and delivery options for the new Convention Center. The Arup team identified an opportunity to recommend a Value-optimized Project through a significant mixed-use real estate development that could be integrated within the LACC campus, and was subsequently hired to conduct a detailed Business Case.

Scope of work included market analyses, delivery options analyses, identification of innovative revenue enhancement, fiscal impact analysis, EIR and procurement schedule development.



### Los Angeles Street Civic Building P3, California

#### City of Los Angeles

Arup supported the City of Los Angeles in the development, management, and implementation of the procurement strategy for their first development in a 15-year Civic Center Master Plan. The Los Angeles Street Civic Building is a \$700MM investment built to improve operational efficiency, revive the Civic Center core and minimize the city's administrative costs.

Arup's responsibilities included developing the commercial and financial structure, coordinating the development of the technical requirements and delivering contract and project management during the procurement process.



### Port Manatee P3

#### Manatee County Port Authority

Arup was the lead financial, commercial and technical advisor to the Manatee County Port Authority. Arup assessed the feasibility of the development and procurement of a long-term lease or P3 concession.

For the first phase of the project Arup determined whether the Authority should proceed with a concession model. The second phase included the development of an RFQ for selection of a concessionaire followed by contract negotiations. To determine the feasibility of future container and terminal expansion needs at the South Port, Arup completed a detailed review of the Port's existing business. Arup analyzed the Port's current demand and capacity and tested various scenarios. Arup also assessed the Port's current financial performance and capacity to raise new debt.

## Our Select Experience



### Resiliency Projects P3 Feasibility Study

#### Confidential

Arup was appointed as the lead financial advisor to a City Authority in connection with its resiliency projects. Arup conducted a P3 feasibility study to assess whether the authority's resiliency projects may be procured as a P3.

Arup created a bespoke financial model to assess the structure of the potential P3 as well as the annual availability payment the authority would pay the developer. Arup also conducted an analysis of the risks involved with the project and potential allocation of the identified project risks.



### Presidio Parkway P3– Doyle Drive Replacement Project

#### San Francisco County Transportation Authority

The project sponsor commissioned Arup to perform an analysis for alternate methods of delivery in the later parts of the contract. A series of financial modeling and risk analyses were done to assess the feasibility of delivering the later parts of the project via Public-Private Partnerships.

Arup was a significant contributor to procurement documents including the RFQ and RFP, concession agreement, technical specifications, and project funding agreements. Arup developed the bid evaluation criteria and played a central role assisting the State DOT with negotiations and selecting a preferred bidder.



### Structuring Milestone Payments

#### PPP Canada

Arup was appointed to deliver a study on the structuring of construction milestone payments for transport PPP projects. PPP Canada is a federal Crown corporation with a mandate to improve the delivery of public infrastructure.

The purpose of the study was to develop a consistent basis for the identification of milestones and the structuring of milestone payments. This involved detailed consideration of the financial, commercial and technical issues that underpin PPP projects, and understanding the effect that construction milestone payments have on risk transfer and Value for Money, to identify appropriate milestones and mitigation measures to manage potential risks arising.



### Long Beach Civic Center P3

#### City of Long Beach

Arup was appointed as the lead advisor to the City of Long Beach for the development of a new Civic Center. Arup led the project definition and required programming, RFP development, market engagement, and proposal evaluations.

Arup continued to advise the City in the exclusive negotiation period, during which Arup provided technical, commercial, and financial advice, as well as coordinating closely with legal advisors, to assist the City structuring the project and develop project agreements in concert with its private partner. The project reached financial close under Arup's advisory in April 2016.

## Our Select Experience Bridges



Goethals Bridge Replacement, New York,  
New Jersey

### Macquarie Infrastructure and Real Assets

Arup was the Lenders' Technical Advisor for the Goethals Bridge Replacement Project.

The Goethals Bridge Replacement Project included the design, construction, financing, and maintenance of the Goethals Bridge connecting Elizabeth, New Jersey, to Staten Island, New York. Works included the construction of a new 6-lane cable-stayed main span bridge, the demolition and removal of the existing bridge and the construction of new approach structures and realignments to link to the existing road network.

The Goethals Bridge Replacement Project is the first large P3 project in the New York area.



Champlain Bridge, Canada

### Public Works & Government Services Canada

Arup supported the grantor for the P3 procurement of a new bridge over the St Lawrence river in Montreal, Quebec, Canada. The project included the replacement of 8.5km of existing highway, including almost 4km of existing bridges, totaling \$3-5bn.

Arup was the engineering consultant that prepared the preliminary engineering and the technical requirements for the RFQ. Arup also developed the reference design for the RFP. Arup is currently the owner's engineer during the construction of the infrastructure.



Tappan Zee Bridge, New York

### New York State Department of Transportation

Arup acted as technical adviser to the owner for the replacement of the existing Tappan Zee Bridge with a new twin structure carrying 8 highway lanes, with future capacity for BRT and CRT.

Arup prepared design drawings, technical reports and estimates for the NEPA environmental review process and contract documentation to support the FHWA, NYSDOT and NYS Thruway Authority through the various stages of scheme development to design-build contract award and construction oversight.



## Our Select Experience Highways / Toll Lanes



State Highway 288 (SH 288) Toll Lanes Project

**Cintra Infraestructuras S.A.**

Arup acted as Lenders' Technical Advisor. The project consists of adding four toll lanes over a 10.3 mile segment of the existing SH 288 between US 59, near downtown Houston, Texas, and the Harris County line, at Clear Creek, south of the city.



Portsmouth Bypass P3 Project

**Cintra Infraestructuras Ferroviario Agroman and Alan A Myers**

Arup acted as Lenders' Technical Advisor. The project comprises the design, construction, financing, operation, and maintenance of a four-lane, divided, limited-access highway comprised of 16 miles of new freeway around the City of Portsmouth in Scioto County, designated as State Route 823 (SR 823).



I-4 Ultimate Project, Florida

**Infrared Capital Partners, Fluor Enterprises and Kiewit Infrastructure**

Technical Advisers to Lenders for financing. The project includes reconstruction and widening of the I-4 mainline and all associated improvements from west of Kirkman Road to East of SR 434 for a total project length of approximately 21 miles.

## Our Select Experience Highways / Toll Lanes



I-495 Capital Beltway HOT Lanes, Virginia

### VDOT and Capital Beltway Express

Arup served as the Independent Engineer for the first HOT Lanes project to be implemented in Virginia, as part of capacity improvements for the I-495 Capital Beltway.

Arup monitored all aspects of the construction of the project on behalf of VDOT, Concessionaire and the Lenders.



IDEAL Toll Road Portfolio, Mexico

### Canada Pension Plan Investment Board & Ontario Teachers' Pension Plan

Arup was commissioned by CPPIB and OTTP to provide technical and environmental due diligence services related to the acquisition of a stake in Impulsora del Desarrollo y el Empleo en América Latina (IDEAL). The portfolio included 13 toll road concessions spread across 1,700km, three logistics terminals, two wastewater treatment plans, as well as a toll collection service business and an operations business.

Arup's analysis focused on asset conditions, opex review and lifecycle capex review to support building up the deal's business case and advise on the adequacy of expenditure assumptions.



Indiana Toll Road Acquisition

### IFM Investors Pty

IFM Investors appointed Arup to perform Technical and Traffic and Revenue due diligence for the acquisition of Indiana Toll Road. The ITR is a 157 mile route linking the Chicago Skyway in the west and the Ohio Turnpike in the east.

## Our Select Experience Highways / Toll Lanes



Elizabeth River Crossings, Virginia

**Elizabeth River Crossings (joint venture of Macquarie & Skanska)**

Arup served as Technical and Traffic Advisor to the project's lenders through an independent due-diligence review of the facility's complex technical aspects, as well as traffic and revenue projections for the tolling plan.

Arup also developed a risk assessment which included PMLs during construction and operations.



I-95 HOV/ HOT Lanes Project, Virginia

**RBC Capital Markets**

Technical Adviser to Lenders for financing. The project involved the conversion of an existing HOV lane to a HOT lane and the addition of a second HOT lane.



American Roads Portfolio, Alabama & Michigan

**Oaktree Transportation Infrastructure Fund LP**

Arup was hired to provide technical due diligence services to support a potential acquisition of American Roads LLC. The portfolio included four toll bridges in Alabama and the Detroit-Windsor Tunnel which spans the Detroit River and houses a US-Canada border crossing.

The scope included a commercial review of the operator, a major maintenance review, and an operations and maintenance review.





Standard Terms and Conditions
For Technical Advisory Projects (Version: AFL-01TA)

Table with 5 columns: Date, Client Entity ("Client"), Arup Entity ("Arup"), Owner Entity ("Owner"), Project Title ("Project"), Exhibits. The table contains detailed terms and conditions for technical advisory projects, including sections on extent of agreement, responsibilities, liability, insurance, and termination.

and may be relied upon only by the Client. Any reliance by a third party ("Recipient") is subject to Arup's prior written consent at its sole discretion and subject to the third party execution of Arup's standard form reliance letter. Cost estimates generated or modified by Arup are to be an "Engineer's Estimate" and represent Arup's judgment as a design professional familiar with the construction industry. It is recognized, however, that Arup does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Arup cannot and does not warrant or represent that bids or negotiated prices will not vary from any the Arup cost estimate or evaluation prepared or agreed to by Arup. Arup may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services Arup may supply oral, draft or interim advice or reports or presentations but in such circumstances Arup's written advice or Arup's final written report shall take precedence. No reliance shall be placed on any draft or interim advice or report or any draft or interim presentation. The following notice, or a notice in substantially form, may be affixed to any report or other document furnished by Arup: *"This document was prepared by Arup \_\_\_\_\_ ("Arup") for the benefit of \_\_\_\_\_ solely in its capacity as Technical Advisor pursuant to an Agreement dated \_\_\_\_\_. Arup (a) makes no warranty, expressed or implied, with respect to the use of any information or methods disclosed in this document; and (b) assumes no liability with respect to the use of any information or methods disclosed in this document. Any recipient of this document, by its acceptance or use of this document, releases Arup from any liability for direct, indirect, consequential, or special loss or damage whether arising in contract, warranty, express or implied, tort or otherwise."*

**12. DISPUTE RESOLUTION:** In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Arup agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. If mediation would jeopardize the substantive rights of either party due to the application of any applicable statute of limitations, then mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the United States of America, in the state of New York, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state of New York and this Agreement shall be subject to and construed in accordance with the laws of that state. The Client shall not assert any claim against Arup more than one (1) year after the date of Arup's final invoice.

**13. NOTICES / MODIFICATION / NO WAIVER / FORCE MAJEURE:** Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received upon receipt of telegraphic, facsimile or electronic notice. The Agreement may be amended only by written modification executed by both parties and may not be assigned without the written permission of the non-assigning party. The failure to put into effect, exercise or enforce any term, condition or provision of this Agreement shall not be deemed a waiver of such term, condition or provision or the party's right to enforce it. Should any part of this Agreement be rendered or declared illegal, legally invalid or unenforceable the remaining parts of this Agreement shall remain in full force and effect. The language shall not be construed for or against either party, regardless of who drafted it. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document and a signature by facsimile or electronic mail may be used by any party to this Agreement as if it were an original signature. Each party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement. Neither the Client nor Arup shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by a Force Majeure Event, which shall mean an event or circumstance which is (1) beyond a Party's reasonable control, (2) the affected Party could not have reasonably avoided or overcome, and (3) which is not substantially attributable to the other Party. Force Majeure Events may include, without limitation, war, invasion, act of terror, strike (but not strikes or disputes unique to a Party), riot or other public disorder, intervening Act of God, natural disaster, hurricane force winds, tornadoes, disease outbreak, epidemic or pandemic, or other declaration of public health emergency, quarantine restriction.

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**Eastern Gateway Concept Study**  
Leavenworth County, Kansas | September 2020



EXPERIENCE | Transportation



# Eastern Gateway Concept Study

Leavenworth County, Kansas  
September 2020



## Leavenworth County, Kansas

Leavenworth County, Kansas is located in the northwestern portion of the bi-state Kansas City region. The vision of the Public Works Department is to see that its efforts result in improved public streets, roads, bridges, rights of way, and traffic safety; providing convenience, safety, and comfort to the users of public infrastructure.

Bill Noll, *Infrastructure and Construction Services Director*

## Consultant Team

TranSystems  
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Kansas City, Missouri 64108



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# SECTION 1 | INTRODUCTION

## Purpose

Leavenworth County, Kansas expressed interest in exploring a new potential roadway connection, referred to as the Eastern Gateway, to provide connectivity across the Missouri River. There are currently two river crossings that generally serve Leavenworth County:

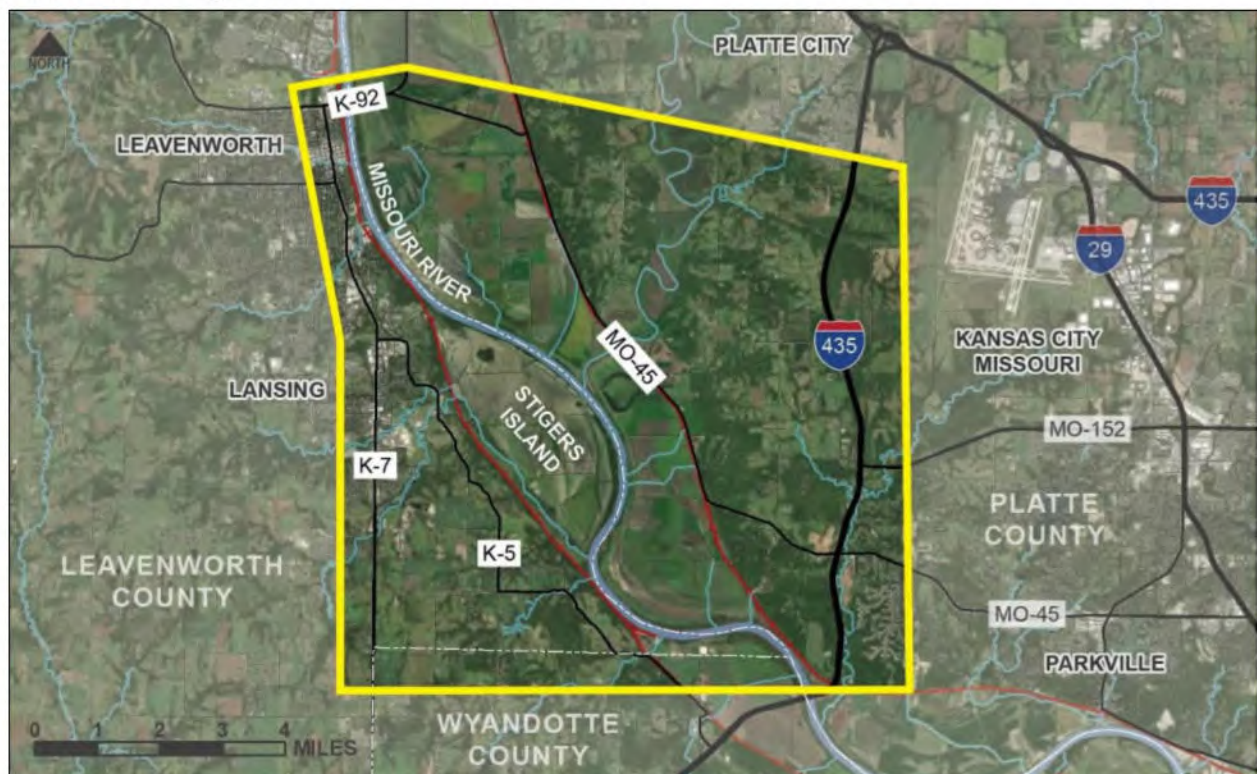
- Centennial Bridge (K-92) located in northern Leavenworth County, Kansas
- Interstate 435 Bridge (I-435) located in northern Wyandotte County, Kansas

With a distance of approximately 12 miles between the Centennial Bridge (K-92) crossing and the I-435 Bridge crossing, there is limited bi-state connectivity to areas within Leavenworth County, particularly the City of Lansing. Therefore, this study evaluated a new potential connection across the Missouri River from K-7 in Leavenworth County, Kansas to I-435 in Platte County, Missouri. The study is a high-level feasibility study to achieve consensus on the next stage of the Eastern Gateway concept.

## Study Area

The study area, displayed in Exhibit 1.1, generally contains the bi-state area bounded by K-92 to the north, Leavenworth County/Wyandotte County border to the south, K-7 to the west, and I-435 to the east. Several potential connections between K-7 and I-435 were evaluated within this study area.

Exhibit 1.1: Study Area



Source: TranSystems, 2020

## SECTION 2 | ALTERNATIVE ASSESSMENT

### Alignment Development

#### Mapping Analysis

The study utilized available GIS data including transportation networks, environmental features, terrain models, and aeriels to develop a basemap for the study area. Initial alignment development considered major physical features such as the Missouri River and its tributaries, floodplains, terrain, and railroads.

#### Initial Traffic Analysis

Initial traffic projections for a new Missouri River bridge crossing were developed by the Mid-America Regional Council (MARC), the metropolitan planning organization for the bi-state Kansas City region, using the regional travel demand model. The model assumed a four-lane facility, limited access (an intersection at K-5 in Kansas and an intersection near MO-45 in Missouri), and a design speed of 70 mph. For comparison purposes, two scenarios were tested:

- *North Alignment:* K-7/Gilman Road in Kansas to I-435/MO-152 in Missouri
- *South Alignment:* K-7/Gilman Road in Kansas to I-435/MO-45 in Missouri

The traffic model scenarios are summarized in Exhibit 2.1. Overall, the model indicates that the potential corridor will attract approximately 17,000 daily trips. Many of the trips appear to be new trips across the river, indicating that the new corridor may make work or shipping trips between Kansas and Missouri more attractive due to increased access. Maps of the initial traffic model scenarios are included in Appendix B.

Exhibit 2.1: Traffic Model Scenarios

Location	2017 Existing Traffic <sup>1</sup>	2015 Base Year Model	2050 No Build Scenario	2050 North Alignment	2050 South Alignment
Centennial Bridge	12,100	15,200	20,700 +5,500	16,400 +1,200	16,900 +1,700
Eastern Gateway	N/A	N/A	N/A	15,900	17,500
I-435 River Bridge	34,200	27,100	46,300 +19,200	44,700 +17,600	48,000 +20,900

<sup>1</sup> Based on 2017 Kansas Department of Transportation (KDOT) traffic counts

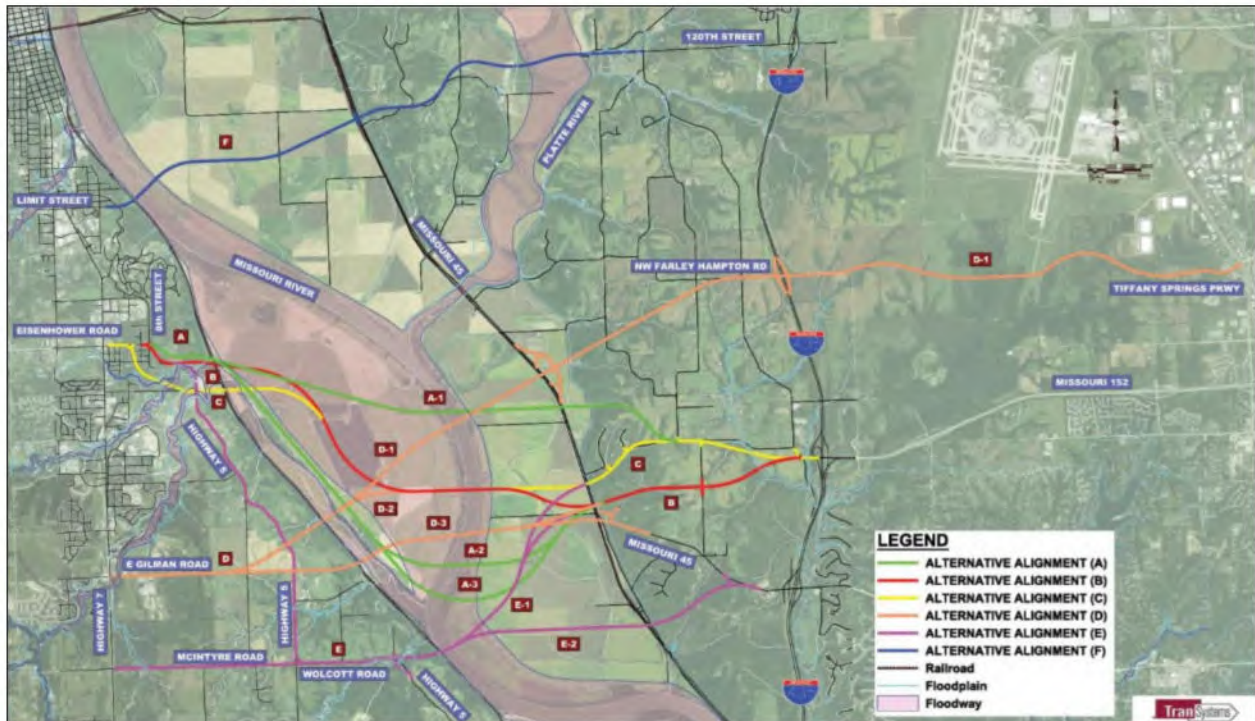
The potential river crossing in the study area was fairly sensitive to speed. For example, utilizing a design speed of 45 mph, instead of 70 mph, resulted in an approximately 30 percent reduction in traffic on the new roadway. This should be considered when planning access points along the route as they will have a negative effect on the attractiveness of the route due to the impact on travel speeds on the corridor.

While the model assumed a four-lane facility, this was done in order to not artificially constrain the demand for traffic on the facility. The projected 17,000 trips per day can feasibly be accommodate by a two-lane facility, particularly if access along the route is limited. For an urban roadway with frequent access, 17,000 trips per day is near the upper threshold for capacity for a two-lane facility, even with auxiliary turn lanes provided at access points.

## Alignment Alternatives

Based on this initial mapping and traffic analysis, a series of high-level potential alignments were developed within the study area. Initial alignments are displayed in Exhibit 2.2. Roadway approach connections under consideration generally included Limit Street, Eisenhower Road, Gilman Road, and McIntyre Road/Wolcott Road (K-5) in Kansas and 112th Street, NW Farley Hampton Road, MO-152, and MO-45 in Missouri.

Exhibit 2.2: Alignment Alternatives



Source: TranSystems, 2020

Larger versions of the map are included in Appendix C.

## Alignment Assessment

The alignment alternatives were assessed based on technical, financial, and institutional feasibility:

- **Technical:** Terrain Limitations; Transportation Resources; Historic and Cultural Resources
- **Financial:** Project Construction Cost; Related Construction Cost; Land Impacts
- **Institutional:** Connectivity Benefits; Stakeholder Input; Economic Development Potential

### Technical Feasibility

#### *Terrain Limitations*

The Missouri River floodway, its tributaries, and associated floodplains were major considerations in the technical feasibility assessment of a potential corridor alignment. Based on Federal Emergency Management Agency (FEMA) data, the majority of the valley west of the Missouri River (Stigers Island) is within the floodway. This presents a significant challenge as embankments cannot be placed within the floodway and a new roadway would need to be constructed on bridge structure, which would greatly increase construction cost. However, an elevated strip of land outside the floodway runs parallel to the western valley slope. The elevated strip separates the Missouri River floodway and the confluence of the Sevenmile Creek and Ninemile Creek floodway. Alignment alternatives utilizing this elevated strip of land were preferred.

#### *Transportation Resources*

The Union Pacific Railroad corridor follows the western bluff of the Missouri River in Kansas while the BNSF Railway corridor follows the eastern bluff of the Missouri River in Missouri. All alignment alternatives assumed bridge structures crossing the railroads would span the railroad right-of-way and meet minimum design clearances for construction. Impacts to Noah's Ark Airport, a private airport located near the NW River Road and MO-45 intersection in Missouri, were also preferred to be avoided.

#### *Historic and Cultural Resources*

Most historical and cultural resources are located within the northwestern portion of the study area near downtown Leavenworth and Fort Leavenworth. However, Leavenworth National Cemetery is located near the K-7 and K-5 intersection. Impacts to the cemetery were preferred to be avoided.

### Financial Feasibility

#### *Project Construction Cost*

Project construction cost is significantly affected by the length of bridge structure required, which is influenced by the width of the floodway at any selected location. Alignments that utilize narrower portions of the Missouri River floodway or elevated areas outside of the floodway were preferred.

#### *Related Construction Cost*

In addition to the cost of the Eastern Gateway concept, improvements to existing roadways or other new roadway connections may be required to safely accommodate traffic. Over the past several years, Leavenworth County has implemented corridor improvements to Eisenhower Road and plans to

continue roadway widening westward from 13th Street to County Road 5. Leavenworth County, in partnership with the City of Leavenworth and City of Lansing, was also recently awarded cost share funds from the Kansas Department of Transportation (KDOT) to improve the K-7 and Eisenhower Road intersection. In contrast, other potential connecting roadways such as K-5, McIntyre Road, and Gilman Road would likely require corridor improvements to meet increased traffic demands. Therefore, alignments that connect to roadways that require less related construction were preferred.

### *Land Impacts*

The majority of private property within the study area is farmland or rural residential. Residential and commercial density generally increases near K-7 in the City of Lansing and the City of Leavenworth. Fewer impacts to developed areas with increased density were preferred. In addition, impacts to Leavenworth Water Plant No 2, located near the K-5 and Eisenhower Road intersection, were also preferred to be avoided.

### **Institutional Feasibility**

#### *Connectivity Benefits*

With approximately 12 miles between the Centennial Bridge (K-92) crossing and the I-435 Bridge crossing, an alignment generally near the midpoint of these existing bridge crossings would provide the greatest benefit in terms of river crossing spacing and decreased travel times. In Missouri, a connection to a major existing interchange at I-435 is preferred. As a major limited-access highway, MO-152 was the preferred connection in Missouri to provide significant regional connectivity.

#### *Stakeholder Input*

Throughout the study, discussions with Leavenworth County staff and elected officials indicated a preference for an alignment that generally connected to Eisenhower Road in Kansas and MO-152 in Missouri. Leavenworth County staff also considered connections to other east-west city streets south of Eisenhower Road, such as Gilman Road and McIntyre Road/Wolcott Road (K-5), as acceptable options.

#### *Economic Development Potential*

Increased transportation access afforded by a new connection may increase interest in economic development opportunities. Discussions with Leavenworth County suggested that a potential connection could trigger redevelopment of neighborhoods near K-7 and Eisenhower Road. The neighborhoods would likely remain residential but would experience new and redeveloped housing stock. Based on discussions with the Platte County Economic Development Council in Missouri, mixed-use is envisioned near the I-435 and MO-152 interchange with residential development further from the interchange. Some smaller industrial tracts in the area have the potential for development in areas with level terrain. Large lot residential is the anticipated development along MO-45 due to the terrain. No future development is expected in the floodplain. Based on the economic development potential, connections near Eisenhower Road in Kansas and at the MO-152 interchange in Missouri were preferred.

## Alignment Assessment Summary

Each alignment alternative was assessed based on the outlined technical, financial, and institutional feasibility criteria. The high-level assessment, displayed in Exhibit 2.3, ranked the alignments as high, moderate, or low in terms of meeting the preferred criteria.

Exhibit 2.3: Alignment Assessment Summary

Assessment Criteria		A-1	A-2	A-3	B	C	D-1	D-2	D-3	E-1	E-2	F
Technical	Terrain Limitations	○	●	●	○	○	○	○	●	○	●	●
	Transportation Resources	●	●	●	●	●	●	●	●	●	●	●
	Historic and Cultural Resources	●	●	●	●	●	●	●	●	●	●	●
Financial	Project Construction Cost	○	●	●	○	○	○	○	●	●	●	●
	Related Construction Cost	●	●	●	●	●	○	○	○	○	○	○
	Land Impacts	●	●	●	●	○	●	●	●	●	●	○
Institutional	Connectivity Benefits	●	●	●	●	●	○	●	●	●	○	○
	Stakeholder Input	●	●	●	●	●	○	●	●	●	○	○
	Economic Development	●	●	●	●	●	○	●	●	●	○	●
Assessment Summary		●	●	●	●	●	○	○	○	●	○	○

Meets Preferred Criteria

- High
- Medium
- Low



# SECTION 3 | PREFERRED ALTERNATIVES

## Preferred Alternative Descriptions

Based on the assessment of several alignment alternatives, two alternatives (A-2, A-3) were refined as preferred alignments. The preferred alternatives are displayed in Exhibit 3.1.

- **North Alternative (A-2):** The North Alternative (shown in red) connects Eisenhower Road in Kansas to MO-152 in Missouri. The approximately 8-mile alignment utilizes the elevated strip of land west of Stigers Island and has a longer bridge structure length over the Missouri River floodway.
- **South Alternative (A-3):** The South Alternative (shown in yellow) also connects Eisenhower Road in Kansas to MO-152 in Missouri. The approximately 8.5-mile alignment generally shares the same alignments as the North Alternative on the easternmost and westernmost ends, but shifts further south to utilize more of the elevated strip of land west of Stigers Island. This shift allows for a shorter bridge structure length over the Missouri River floodway.

## Other Roadway Connection Options

Two other roadway connections from Mary Street and Gilman Road (shown in blue) were also explored to connect to the Eastern Gateway concept. These potential connections are also displayed in Exhibit 3.1.

Exhibit 3.1: Preferred Alignment Alternatives



Source: TranSystems, 2020

Larger versions of the map are included in Appendix C.

## West Approach Options

As displayed in Exhibit 3.2, the west approach to the Eastern Gateway concept presents two different options at Eisenhower Road. Option A generally follows the existing K-5 (Wolcott Road) corridor to an improved intersection, such as a conceptual roundabout, at Eisenhower Road and K-5 (Wolcott Road). Option B shifts the approach further south and west to connect to Eisenhower Road as the primary through movement. Both options remain north of local streams and avoid impacts to major resources such as the Leavenworth National Cemetery and Leavenworth Water Plant No. 2. However, some residential property impacts are likely in both options.

Exhibit 3.2: West Approach Options



Source: TranSystems, 2020

Larger versions of the map are included in Appendix C.

## Refined Traffic Analysis

After selection of the North Alternative (red) and South Alternative (yellow), traffic projections were refined by MARC. The model continued to assume a four-lane facility but with a design speed of 60 mph and limited access with up to five signalized intersections. Intersections were conceptually anticipated at the Mary Street connector (45 mph design speed), Gilman Road connector (45 mph design speed), MO-45, NW Fox Road, and MO-152.

The refined traffic model scenarios are summarized in Exhibit 3.3. Overall, the model indicates that the potential corridor will attract 16,600 vehicles per day on the North Alternative (red) and 16,900 vehicles per day on the South Alternative (yellow). The refined traffic model scenarios are generally similar to the initial traffic analysis, which projected approximately 15,900 to 17,500 vehicles per day. For an urban roadway with access, 17,000 trips per day is near the upper threshold for capacity

for a two-lane facility. Maps of both the initial traffic model scenarios and the refined traffic model scenarios are included in Appendix B.

Exhibit 3.3: Refined Traffic Model Scenarios

Location	2017 Existing Traffic <sup>1</sup>	2015 Base Year Model	2050 No Build Scenario	2050 North Alternative	2050 South Alternative
Centennial Bridge	12,100	15,200	20,700 +5,500	15,600 +400	15,800 +600
Eastern Gateway	N/A	N/A	N/A	16,900	16,600
I-435 River Bridge	34,200	27,100	46,300 +19,200	46,500 +19,400	45,800 +18,700

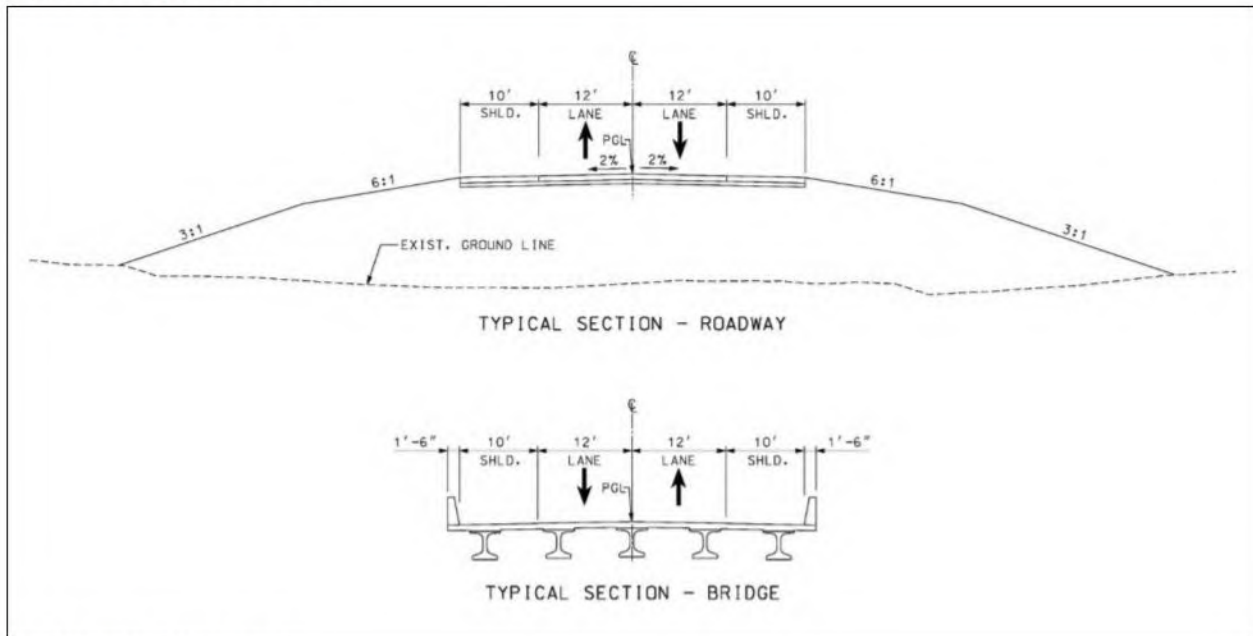
<sup>1</sup> Based on 2017 Kansas Department of Transportation (KDOT) traffic counts

### Bridge and Roadway Typical Section

Basic design criteria was established for the Eastern Gateway concept. A design speed of 55 mph was utilized in establishing the horizontal and vertical alignments. Based on the traffic demand anticipated by the traffic analysis, a typical section including two 12-foot lanes with 10-foot shoulders was utilized in establishing pavement and earthwork quantities (using Bentley OpenRoads Concept Station software). The bridge and roadway typical sections are displayed in Exhibit 3.4.

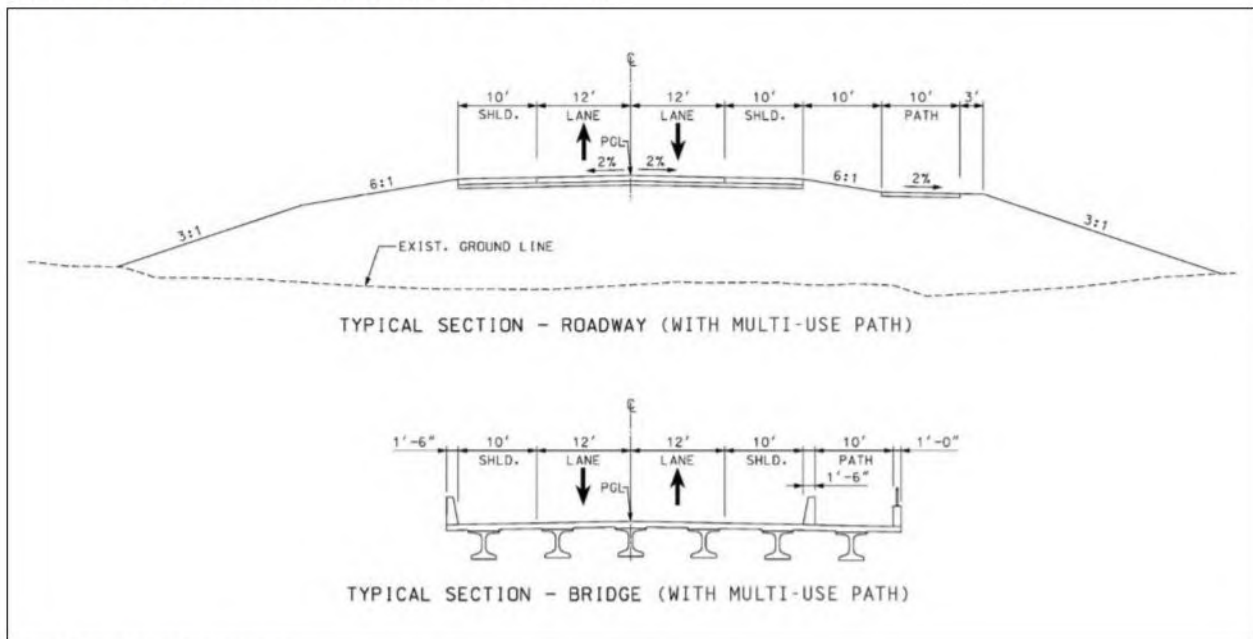
MARC has a policy regarding bicycle and pedestrian facilities on major river bridges. In summary, the policy states that safe, practical, and appropriate bicycle and pedestrian accommodations will be considered in the planning and design of all surface transportation projects that cross major rivers. For this study, a 10-foot shared-use path has been included in the bridge typical section for cost estimating purposes. Furthermore, the extension of the 10-foot shared-use path on all roadway approaches is included as an additional option in the cost estimate. The bridge and roadway typical sections with the shared-use path option are displayed in Exhibit 3.5.

Exhibit 3.4: Typical Section



Source: TranSystems, 2020

Exhibit 3.5: Typical Section with Shared-Use Path



Source: TranSystems, 2020

## Cost Estimate

A cost estimate summary is provided in Exhibit 3.6. The North Alternative costs approximately \$301.4 million. The South Alternative, which requires a shorter bridge structure length, is less expensive with a cost of approximately \$253.9 million. The additional cost of including a 10-foot shared-use path beyond the bridge structure throughout the remainder of the roadway project limits adds an additional \$5.4 million to \$6.9 million to the project cost depending on the alternative.

In order to reduce the number of cost estimate combinations, the study evaluated the difference between the two West Approach options. Overall, West Approach Option B that extends further west (see Exhibit 3.2) has an additional cost of approximately \$2.4 million.

Other roadway connection options that were explored include approximately \$25.3 million for the Mary Street Connector and approximately \$27.7 million for the Gilman Road Connector.

Exhibit 3.6: Cost Estimate Summary (2020 Dollars)

Alternative	Cost Estimate	Optional Cost with Shared-Use Path <sup>1</sup>
North Alternative	\$301,372,000	\$306,787,000
South Alternative	\$253,935,000	\$260,818,000
Mary Street Connector	\$25,311,000	N/A
Gilman Road Connector	\$27,691,000	N/A

<sup>1</sup> Includes cost to extend the shared-use path beyond the river bridge structure throughout the remainder of the roadway project limits.

## Cost Estimate Assumptions

Detailed cost estimates are provided in Appendix A. The cost estimates are divided into major elements of work such as roadway, river bridge, railroad bridges, interchange and intersections, and major drainage structures. Cost estimates include right-of-way for each alignment based on a per acre of square foot costs, utility costs, environmental permitting and mitigation costs, and railroad permitting costs. Percentage factors are also included for future engineering services and contingency.

Other cost estimate assumptions included:

- *Typical Section:* The cost estimate assumes two 12-foot lanes with 10-foot shoulders. The shoulder costs are included in the concrete pavement cost.
- *Shared-Use Path:* It is assumed that MARC would require a 10-foot shared-use path on the bridge. Therefore, the shared-use path cost has been included in the river bridge structure cost. The optional cost with the shared-use path represents the additional cost to extend the path throughout the remainder of the roadway project limits.

- *River Coordination:* Navigation clearance and requirements are under the jurisdiction of the U.S. Coast Guard (8th District). Further coordination would be required to establish sailing line and horizontal and vertical clearance requirements at the final bridge location. For this study, a vertical clearance of 70 feet was utilized to establish the alternate profiles. A haunched steel plate girder structure with an overall river bridge length of 880 feet was assumed for cost estimating purposes. This structure length would accommodate a 400-foot horizontal navigation clearance requirement.
- *Levee Coordination:* Farmland along the Missouri River is protected by a levee system, which is managed by a levee district with oversight provided by the U.S. Army Corps of Engineers (USACE). USACE general requirements include no construction or permanent structures within 500 feet of the land side and 300 feet of the river side. However, approval is typically granted to construct deep foundations within this no-build zone provided USACE requirements for design and construction are met. Additional requirements and inspection during construction may include levee stability, settlement and seepage analysis, site monitoring during construction, contingency flood condition measures, and special backfill measures. A minimum vertical clearance over the levee of 14.0 feet was assumed for this study.
- *Railroad Coordination:* Minimum clearance for railroad grade separations must meet the requirements of the American Railway Engineering and Maintenance-of-Way Association (AREMA) or be in accordance with the requirements of the railroad having jurisdiction. In general, all piers and abutments shall be located outside the railroad right-of-way limits and no permanent obstructions shall be within a vertical height of 23.5 feet above the top of rail. All alternatives for this study assumed the bridge structures crossing the railroads would span railroad right-of-way and meet minimum design clearances for new construction. Railroad coordination cost estimates also included plan review, flaggers, and inspections.

## SECTION 4 | NEXT STEPS

### Summary

The purpose of the study was to evaluate a new potential connection, referred to as the Eastern Gateway concept, across the Missouri River between Leavenworth County, Kansas and Platte County, Missouri. The study is a high-level feasibility study to achieve consensus on the next stage of the potential connection.

An assessment of alignment alternatives included a review of technical, financial, and institutional factors. Based on this assessment, two alternatives were refined as preferred alignments. The North Alternative connects Eisenhower Road in Kansas to MO-152 in Missouri. The South Alternative also connects Eisenhower Road in Kansas to MO-152 in Missouri, but shifts further south to utilize more of an elevated strip of land west of Stigers Island, thereby allowing a shorter bridge structure length over the Missouri River floodway. The North Alternative costs approximately \$301.4 million while the South Alternative is less expensive at a cost of approximately \$253.9 million, primarily due to the need for less bridge structure.

### Next Steps

Next steps to advance the study could include coordination with the bi-state Kansas City region, an economic development study, environmental permitting, and conceptual design.

#### **Bi-State Region Coordination**

As a potential major bi-state project, advocacy, communication, and coordination with several government entities will be needed. At a minimum, coordination should include Leavenworth County, Platte County, Fort Leavenworth, City of Leavenworth, City of Lansing, City of Parkville, City of Kansas City Missouri, Kansas Department of Transportation, Missouri Department of Transportation, and the Mid-America Regional Council. Due to the regional connectivity implications of the Eastern Gateway concept, other entities to consider including in the process are Unified Government of Kansas City Kansas and Wyandotte County, Clay County, City of Platte City, Kansas Turnpike Authority, and Kansas City International Airport (KCI).

#### **Economic Development Study**

An economic development study could be performed in order to better understand the positive impact of the Eastern Gateway concept on growth and economic development

#### **Environmental Permitting**

Based on this high-level study, National Environmental Policy Act (NEPA) documentation at the Environmental Assessment (EA) level is anticipated. This level of assessment must include an alternatives analysis, public meetings, and scoping meetings.

Overall, anticipated environmental permitting includes:

- Noise Study
- Historic and Cultural Resources Investigation
- Hazardous Materials Review
- Threatened and Endangered Species Analysis
- Farmland Policy Protection Act
- Waters of the U.S. Delineation
- Floodplain Permit
- U.S. Coast Guard Bridge Permit
- U.S. Army Corps of Engineers Section 408 Permit
- Clean Water Act Section 404 Permit/Rivers and Harbors Section 10 Permit
- Stormwater Construction Permit
- U.S. DOT Section 4(f) Analysis/Land and Water Conservation Fund Section 6(f) Analysis

Expanding upon environmental permitting, FEMA coordination will be a significant part of this project due to the Missouri River crossing. FEMA requires that an increase in the 100-year water surface elevation due to the construction of a new bridge will not occur. An Engineering “No Rise” Certificate must be obtained by demonstrating through hydrological and hydraulic analyses performed in coordinate with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of a 100-year flood. A hydraulic modeling analysis will be required during the design phase and will serve as documentation for the Floodplain Development Permit.

### **Conceptual Design**

Engineering for the study can be advanced with a concept level design to further determine the critical elements of the project and feasible engineering solutions.





**Appendix A | Cost Estimate**  
Eastern Gateway Concept Study

**LEAVENWORTH GATEWAY  
NORTHERN - CONCEPTUAL ALTERNATIVE  
OPINION OF PROBABLE COST**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	CLEARING AND GRUBBING	ACRE	\$ 7,500.00	50	\$ 375,000.00
			\$	1	\$
3	CLASS A EXCAVATION	CY	\$ 14.00	683539	\$ 9,569,546.00
4	EMBANKMENT IN PLACE	CY	\$ 20.00	1556265	\$ 31,125,300.00
5	COMPACTING EMBANKMENT	CY	\$ 3.25	569616	\$ 1,851,252.00
6	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	\$ 12.50	168262	\$ 2,103,275.00
7	CONCRETE PAVEMENT (10 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	\$ 60.00	168262	\$ 10,095,720.00
8	MGS GUARDRAIL	LF	\$ 22.00	25170	\$ 553,740.00
9	CURB AND GUTTER TYPE B	LF	\$ 33.00	3670	\$ 121,110.00
10	TRAFFIC CONTROL	LS	\$ 150,000.00	1	\$ 150,000.00
11	MOBILIZATION	LS	\$ 6,635,000.00	1	\$ 6,635,000.00
12	PAVEMENT MARKING	LS	\$ 135,000.00	1	\$ 135,000.00
13	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	\$ 1,658,700.00	1	\$ 1,658,700.00
14	DRAINAGE	LS	\$ 1,280,000.00	1	\$ 1,280,000.00
15	SEEDING - COOL SEASON MIXTURES	ACRE	\$ 3,000.00	110	\$ 330,000.00
16	EROSION CONTROL	LS	\$ 3,000,000.00	1	\$ 3,000,000.00
17	LIGHTING	LS	\$ 310,000.00	1	\$ 310,000.00
18	TRAFFIC SIGNAL	EA	\$ 275,000.00	2	\$ 550,000.00
19	PERMANENT SIGNING	LS	\$ 1,000,000.00	1	\$ 1,000,000.00
20		SF	\$ 150.00	559189	\$ 83,878,350.00
21	RIVER BRIDGE (with 10' sidewalk)	SF	\$ 380.00	51040	\$ 19,395,200.00

<b>Total Major Items</b>	\$ 174,317,193.00
<b>Contingency (25%)</b>	\$ 43,579,298.25
<b>Utilities</b>	\$ 3,500,000.00
<b>Environmental Permitting/Mitigation</b>	\$ 2,150,000.00
<b>FEMA Coordination</b>	\$ 250,000.00
<b>Railroad Coordination</b>	\$ 460,000.00
<b>Right of Way</b>	\$ 11,747,000.00
<b>TOTAL</b>	\$ 236,003,491.25

Section Breakout	Sub-Total
Roadway	\$ 69,183,643.00
Lighting	\$ 310,000.00
Signals	\$ 550,000.00
Signing	\$ 1,000,000.00
Bridge	\$ 103,273,550.00
<b>Total Major Items</b>	\$ 174,317,193.00

<b>Prelim. Engineering (15%)</b>	\$ 32,684,473.69
<b>Construction Engineering (15%)</b>	\$ 32,684,473.69

**GRAND TOTAL (2020 dollars) \$ 301,372,438.63**

**10' Multi-use Path (optional) \$ 5,414,632.01**

**GRAND TOTAL (2020 dollars) with Optional 10' path \$ 306,787,070.64**

**LEAVENWORTH GATEWAY  
SOUTHERN - CONCEPTUAL ALTERNATIVE  
OPINION OF PROBABLE COST**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	CLEARING AND GRUBBING	ACRE	\$ 7,500.00	50	\$ 375,000.00
			\$	1	\$
3	CLASS A EXCAVATION	CY	\$ 14.00	679569	\$ 9,513,966.00
4	EMBANKMENT IN PLACE	CY	\$ 20.00	2098302	\$ 41,966,040.00
5	COMPACTING EMBANKMENT	CY	\$ 3.25	566308	\$ 1,840,501.00
6	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	\$ 12.50	207150	\$ 2,589,375.00
7	CONCRETE PAVEMENT (10 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	\$ 60.00	207150	\$ 12,429,000.00
8	MGS GUARDRAIL	LF	\$ 22.00	39974	\$ 879,428.00
9	CURB AND GUTTER TYPE B	LF	\$ 33.00	3670	\$ 121,110.00
10	TRAFFIC CONTROL	LS	\$ 150,000.00	1	\$ 150,000.00
11	MOBILIZATION	LS	\$ 5,505,000.00	1	\$ 5,505,000.00
12	PAVEMENT MARKING	LS	\$ 135,000.00	1	\$ 135,000.00
13	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	\$ 1,376,100.00	1	\$ 1,376,100.00
14	DRAINAGE	LS	\$ 1,080,000.00	1	\$ 1,080,000.00
15	SEEDING - COOL SEASON MIXTURES	ACRE	\$ 3,000.00	120	\$ 360,000.00
16	EROSION CONTROL	LS	\$ 3,210,000.00	1	\$ 3,210,000.00
17	LIGHTING	LS	\$ 310,000.00	1	\$ 310,000.00
18	TRAFFIC SIGNAL	EA	\$ 275,000.00	2	\$ 550,000.00
19	PERMANENT SIGNING	LS	\$ 1,000,000.00	1	\$ 1,000,000.00
20		SF	\$ 150.00	260084	\$ 39,012,600.00
21	RIVER BRIDGE (with 10' sidewalk)	SF	\$ 380.00	58000	\$ 22,040,000.00

<b>Total Major Items</b>	\$ 144,643,120.00
<b>Contingency (25%)</b>	\$ 36,160,780.00
<b>Utilities</b>	\$ 3,500,000.00
<b>Environmental Permitting/Mitigation</b>	\$ 1,925,000.00
<b>FEMA Coordination</b>	\$ 250,000.00
<b>Railroad Coordination</b>	\$ 460,000.00
<b>Right of Way</b>	\$ 12,755,000.00
<b>TOTAL</b>	\$ 199,693,900.00

Section Breakout	Sub-Total
Roadway	\$ 81,730,520.00
Lighting	\$ 310,000.00
Signals	\$ 550,000.00
Signing	\$ 1,000,000.00
Bridge	\$ 61,052,600.00
<b>Total Major Items</b>	\$ 144,643,120.00

<b>Prelim. Engineering (15%)</b>	\$ 27,120,585.00
<b>Construction Engineering (15%)</b>	\$ 27,120,585.00

**GRAND TOTAL (2020 dollars) \$ 253,935,070.00**

**10' Multi-use Path (optional) \$ 6,882,946.74**

**GRAND TOTAL (2020 dollars) with Optional 10' path \$ 260,818,016.74**

**LEAVENWORTH GATEWAY  
STRANGER (E. Mary St.) CONNECTION - CONCEPTUAL ALTERNATIVE  
OPINION OF PROBABLE COST**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	CLEARING AND GRUBBING	ACRE	\$ 7,500.00	8	\$ 60,000.00
			\$	1	\$
3	CLASS A EXCAVATION	CY	\$ 14.00	144550	\$ 2,023,700.00
4	EMBANKMENT IN PLACE	CY	\$ 20.00	0	\$ -
5	COMPACTING EMBANKMENT	CY	\$ 3.25	63828	\$ 207,441.00
6	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	\$ 12.50	11430	\$ 142,875.00
7	CONCRETE PAVEMENT (10 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	\$ 60.00	11430	\$ 685,800.00
8	MGS GUARDRAIL	LF	\$ 22.00	1800	\$ 39,600.00
9	CURB AND GUTTER TYPE B	LF	\$ 33.00	0	\$ -
10	TRAFFIC CONTROL	LS	\$ 50,000.00	1	\$ 50,000.00
11	MOBILIZATION	LS	\$ 538,000.00	1	\$ 538,000.00
12	PAVEMENT MARKING	LS	\$ 15,000.00	1	\$ 15,000.00
13	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	\$ 134,400.00	1	\$ 134,400.00
14	DRAINAGE	LS	\$ 80,000.00	1	\$ 80,000.00
15	SEEDING - COOL SEASON MIXTURES	ACRE	\$ 3,000.00	7	\$ 21,000.00
16	EROSION CONTROL	LS	\$ 150,000.00	1	\$ 150,000.00
17	LIGHTING	LS	\$ 50,000.00	1	\$ 50,000.00
18	TRAFFIC SIGNAL	EA	\$ 275,000.00	2	\$ 550,000.00
19	PERMANENT SIGNING	LS	\$ 25,000.00	1	\$ 25,000.00
20		SF	\$ 150.00	62275	\$ 9,341,250.00
21	RIVER BRIDGE (with sidewalk)	SF	\$ 380.00	0	\$ -

<b>Total Major Items</b>	\$ 14,164,066.00
<b>Contingency (25%)</b>	\$ 3,541,016.50
<b>Utilities</b>	\$ 1,000,000.00
<b>Environmental Permitting/Mitigation</b>	\$ 220,000.00
<b>FEMA Coordination</b>	\$ 250,000.00
<b>Railroad Coordination</b>	\$ 230,000.00
<b>Right of Way</b>	\$ 594,200.00
<b>TOTAL</b>	\$ 19,999,282.50

Section Breakout	Sub-Total
Roadway	\$ 4,197,816.00
Lighting	\$ 50,000.00
Signals	\$ 550,000.00
Signing	\$ 25,000.00
Bridge	\$ 9,341,250.00
<b>Total Major Items</b>	\$ 14,164,066.00

<b>Prelim. Engineering (15%)</b>	\$ 2,655,762.38
<b>Construction Engineering (15%)</b>	\$ 2,655,762.38
<b>GRAND TOTAL (2020 dollars)</b>	\$ 25,310,807.25

**LEAVENWORTH GATEWAY  
GILMAN CONNECTION - CONCEPTUAL ALTERNATIVE  
OPINION OF PROBABLE COST**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1	CLEARING AND GRUBBING	ACRE	\$ 7,500.00	4	\$ 30,000.00
			\$	1	\$
3	CLASS A EXCAVATION	CY	\$ 14.00	121435	\$ 1,700,090.00
4	EMBANKMENT IN PLACE	CY	\$ 20.00	19984	\$ 399,680.00
5	COMPACTING EMBANKMENT	CY	\$ 3.25	101196	\$ 328,887.00
6	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	\$ 12.50	35320	\$ 441,500.00
7	CONCRETE PAVEMENT (10 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	\$ 60.00	35320	\$ 2,119,200.00
8	MGS GUARDRAIL	LF	\$ 22.00	1500	\$ 33,000.00
9	CURB AND GUTTER TYPE B	LF	\$ 33.00	0	\$ -
10	TRAFFIC CONTROL	LS	\$ 50,000.00	1	\$ 50,000.00
11	MOBILIZATION	LS	\$ 546,000.00	1	\$ 546,000.00
12	PAVEMENT MARKING	LS	\$ 12,000.00	1	\$ 12,000.00
13	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	\$ 136,400.00	1	\$ 136,400.00
14	DRAINAGE	LS	\$ 340,000.00	1	\$ 340,000.00
15	SEEDING - COOL SEASON MIXTURES	ACRE	\$ 3,000.00	11	\$ 33,000.00
16	EROSION CONTROL	LS	\$ 150,000.00	1	\$ 150,000.00
17	LIGHTING	LS	\$ 50,000.00	1	\$ 50,000.00
18	TRAFFIC SIGNAL	EA	\$ 275,000.00	0	\$ -
19	PERMANENT SIGNING	LS	\$ 25,000.00	1	\$ 25,000.00
20		SF	\$ 150.00	52875	\$ 7,931,250.00
21	RIVER BRIDGE (with sidewalk)	SF	\$ 380.00	0	\$ -

<b>Total Major Items</b>	\$ 14,376,007.00
<b>Contingency (25%)</b>	\$ 3,594,001.75
<b>Utilities</b>	\$ 1,000,000.00
<b>Environmental Permitting/Mitigation</b>	\$ 615,000.00
<b>FEMA Coordination</b>	\$ 250,000.00
<b>Railroad Coordination</b>	\$ 230,000.00
<b>Right of Way</b>	\$ 2,234,600.00
<b>TOTAL</b>	\$ 22,299,608.75

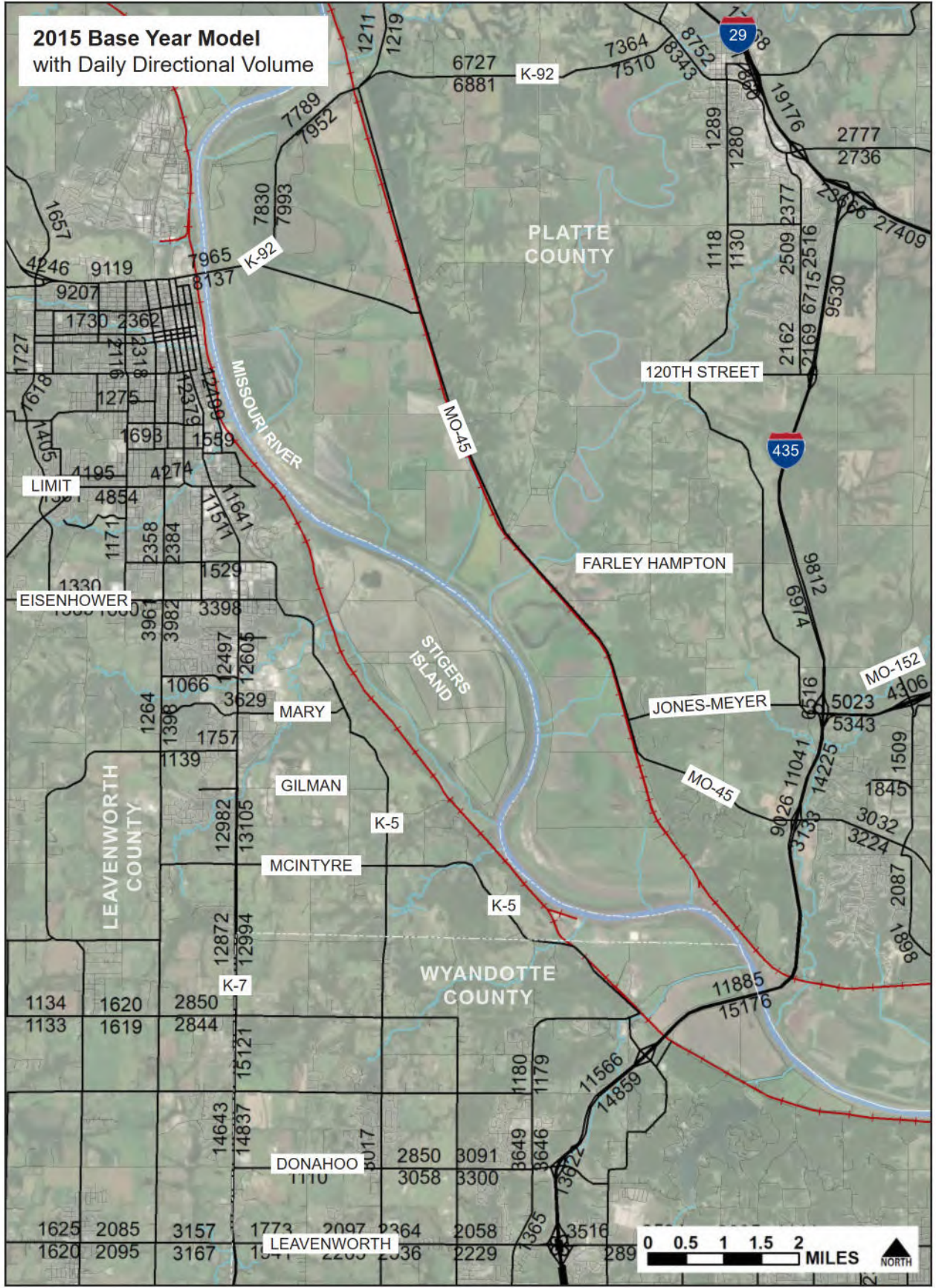
Section Breakout	Sub-Total
Roadway	\$ 6,369,757.00
Lighting	\$ 50,000.00
Signals	\$ -
Signing	\$ 25,000.00
Bridge	\$ 7,931,250.00
<b>Total Major Items</b>	\$ 14,376,007.00

<b>Prelim. Engineering (15%)</b>	\$ 2,695,501.31
<b>Construction Engineering (15%)</b>	\$ 2,695,501.31
<b>GRAND TOTAL (2020 dollars)</b>	\$ 27,690,611.38



**Appendix B | Traffic Analysis Maps**  
Eastern Gateway Concept Study

**2015 Base Year Model  
with Daily Directional Volume**



LIMIT  
EISENHOWER

120TH STREET

FARLEY HAMPTON

JONES-MEYER

MARY

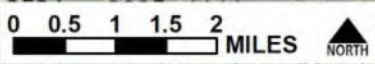
GILMAN

MCINTYRE

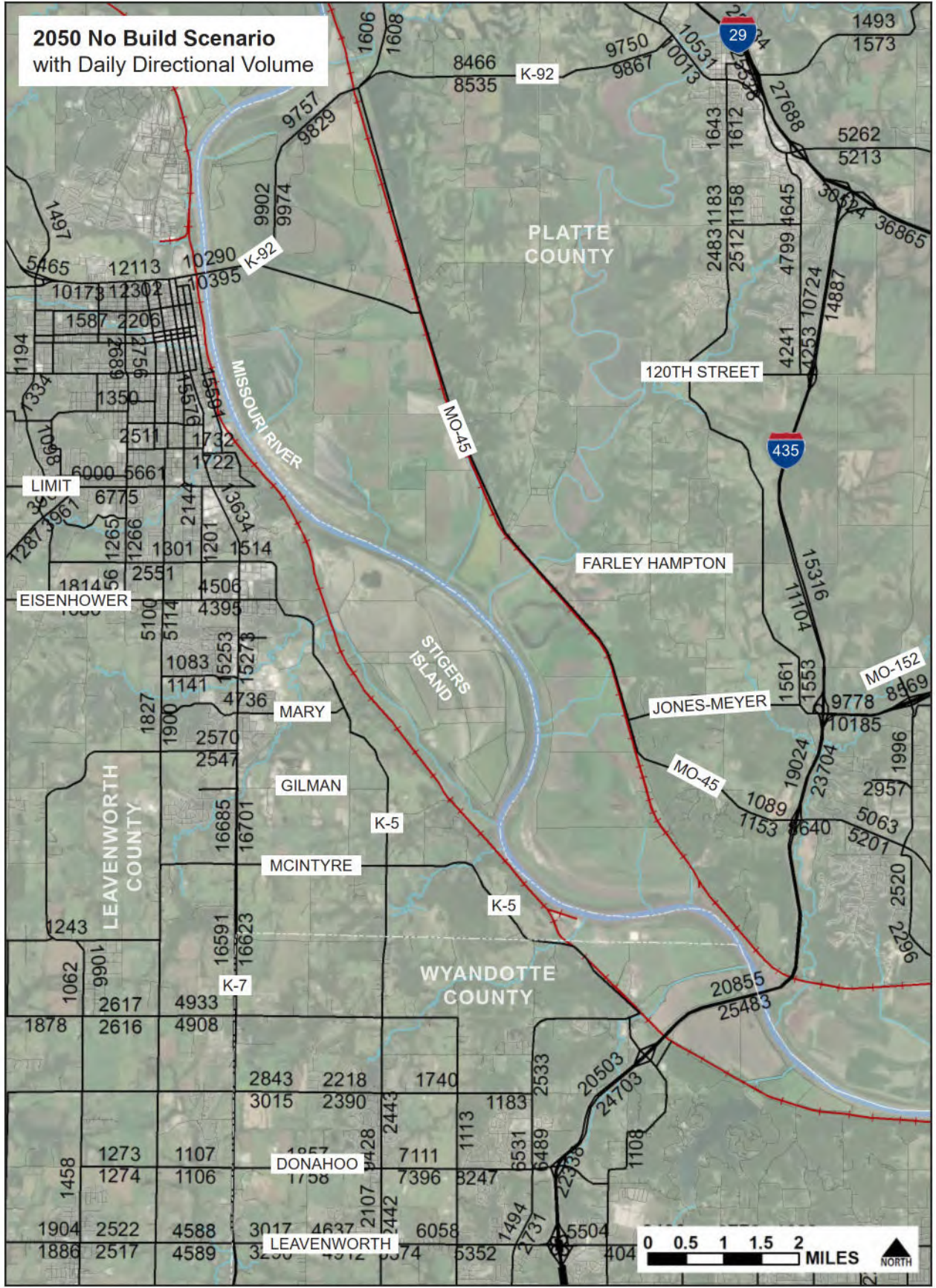
WYANDOTTE COUNTY

DONAHOO

LEAVENWORTH

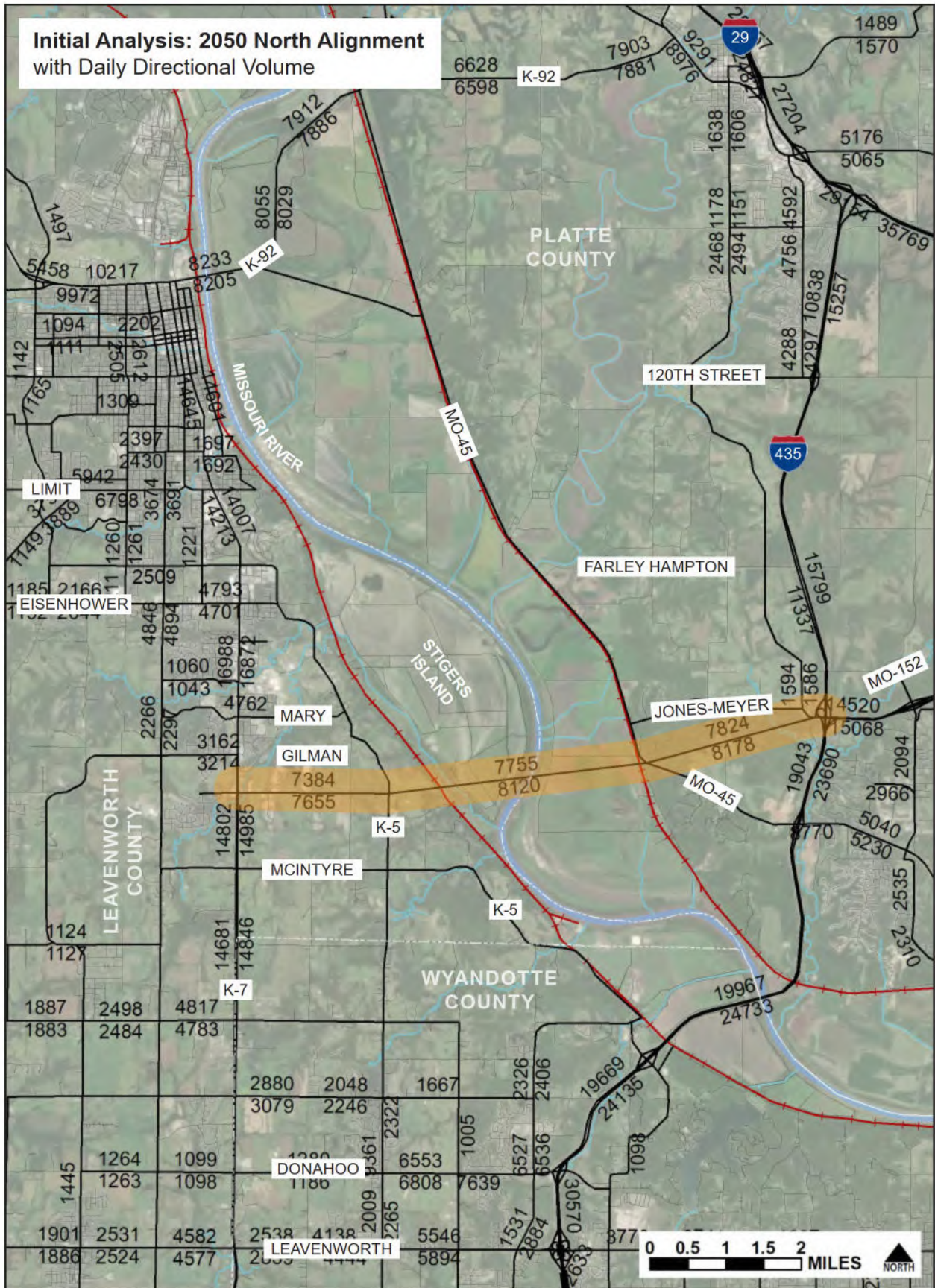


**2050 No Build Scenario**  
with Daily Directional Volume

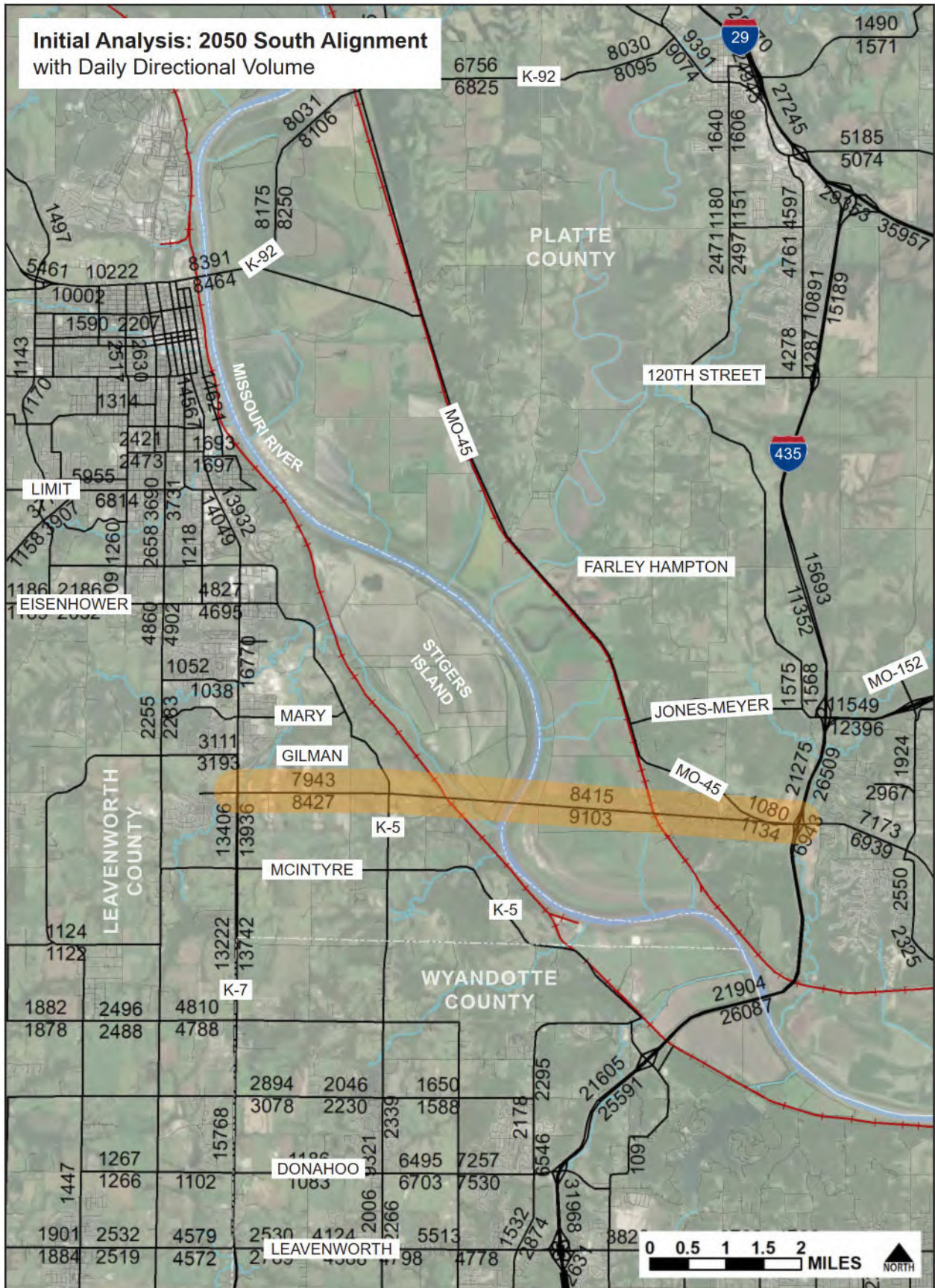




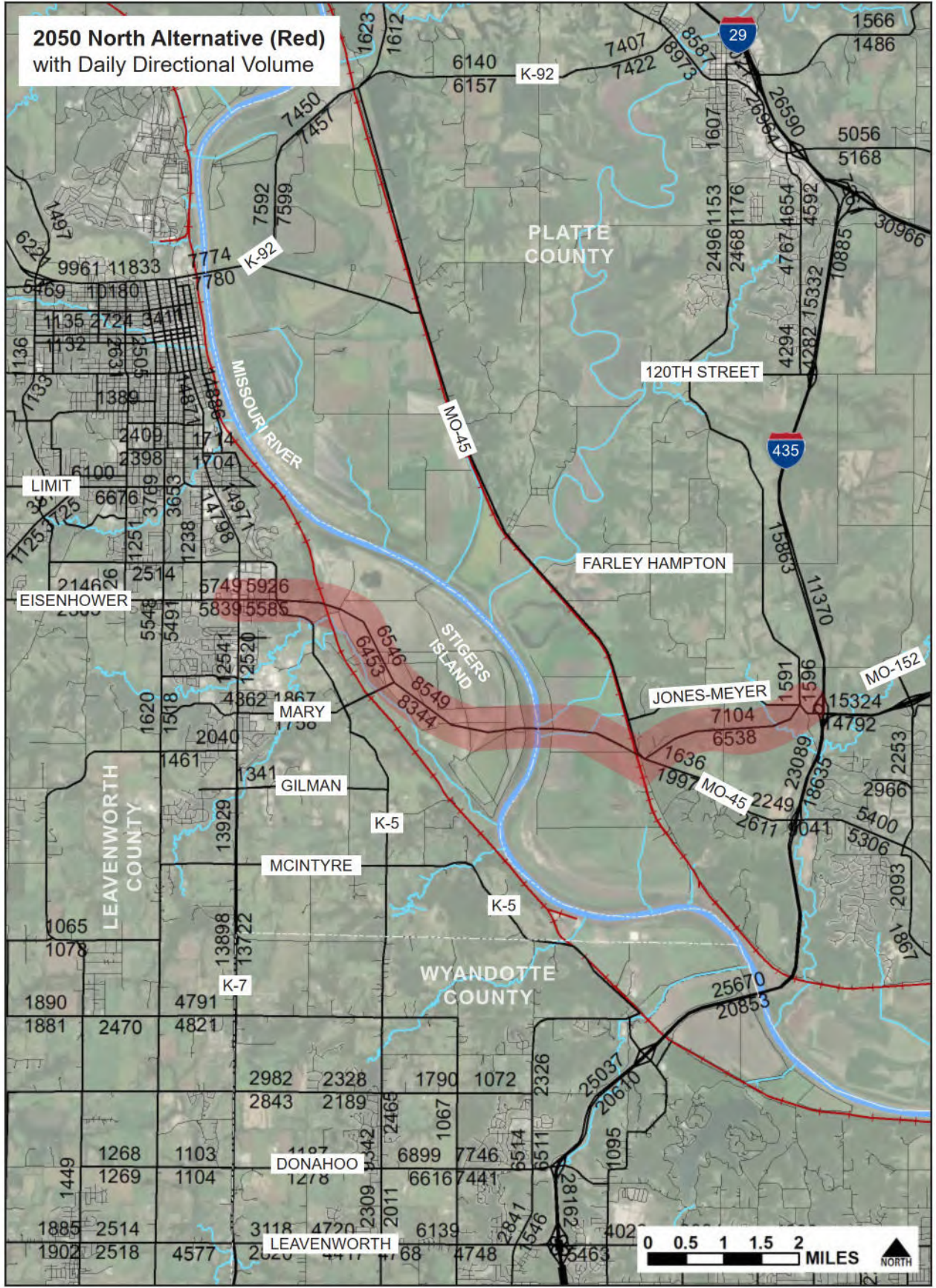
**Initial Analysis: 2050 North Alignment  
with Daily Directional Volume**



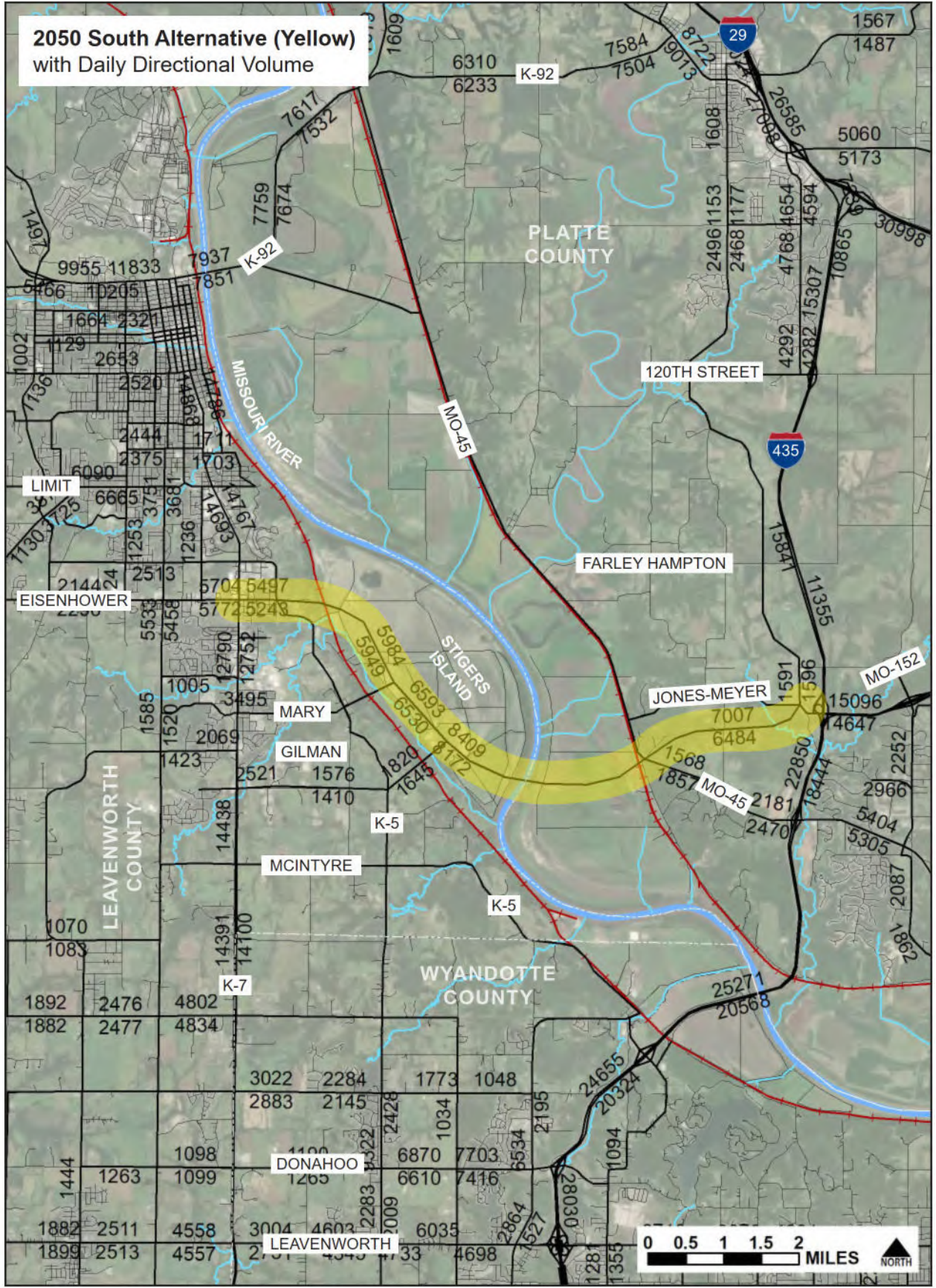
**Initial Analysis: 2050 South Alignment**  
with Daily Directional Volume



**2050 North Alternative (Red)  
with Daily Directional Volume**

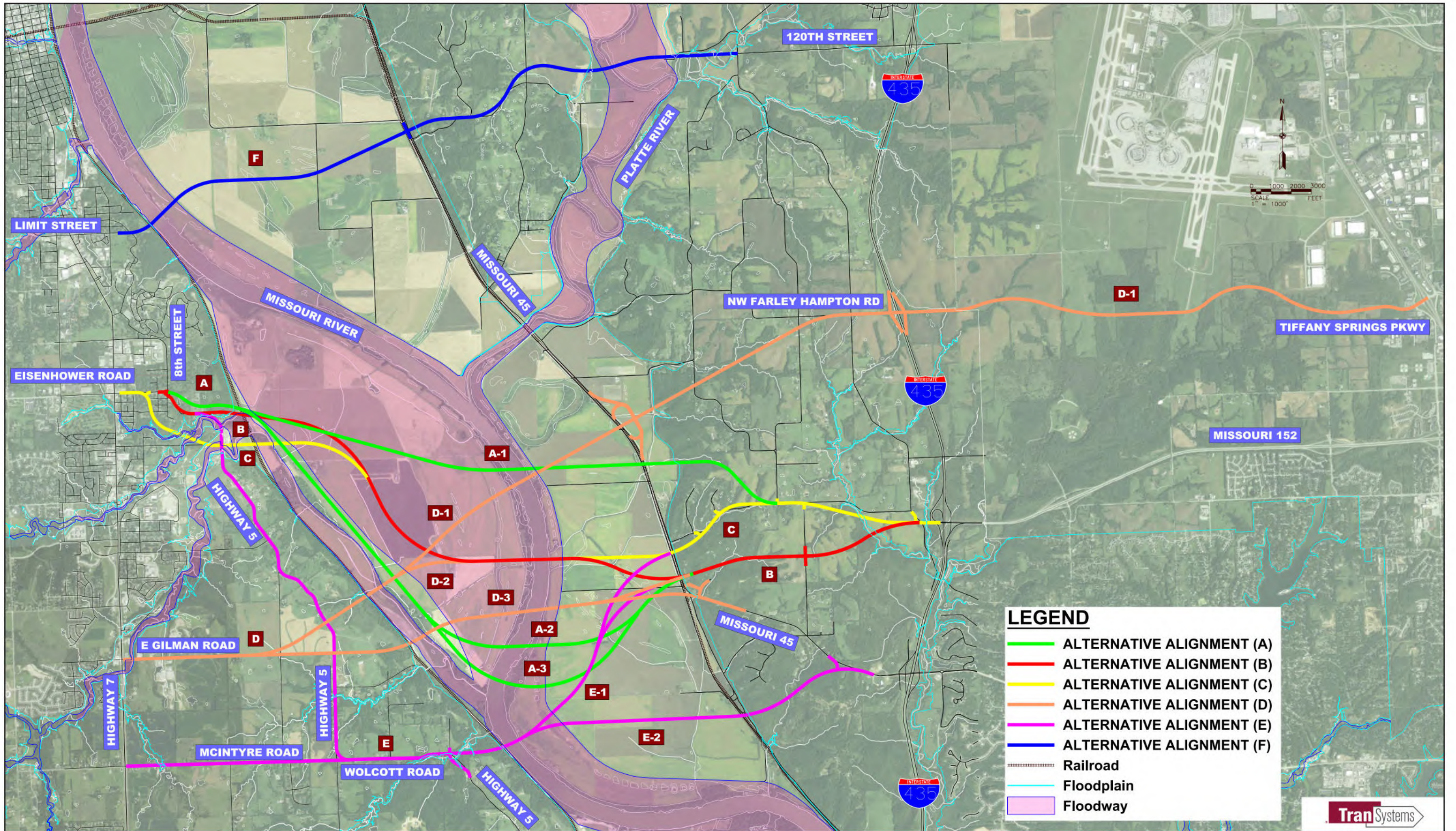


**2050 South Alternative (Yellow)**  
with Daily Directional Volume



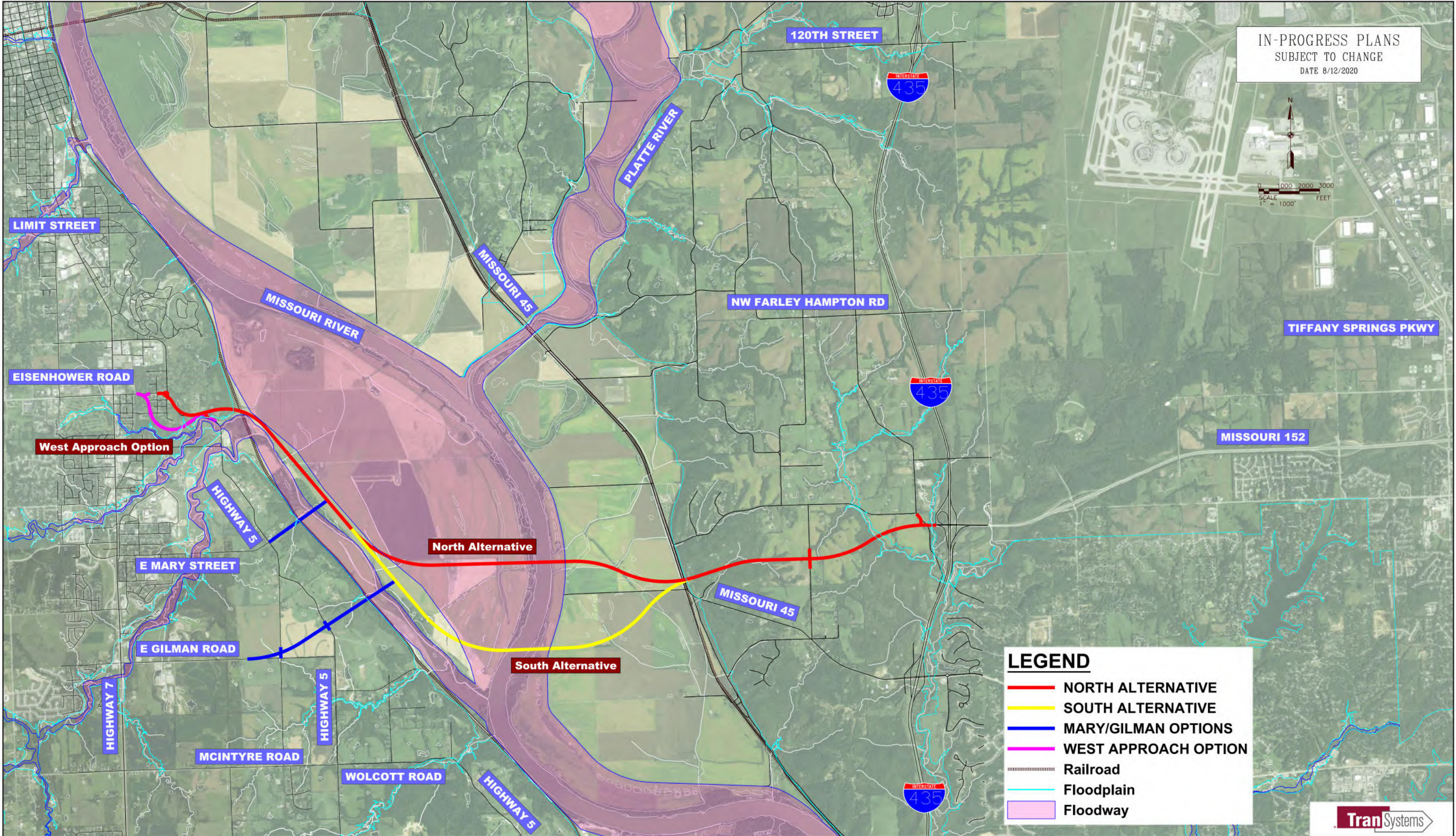


**Appendix C | Alternative Alignment Maps**  
Eastern Gateway Concept Study



# EASTERN GATEWAY - ALIGNMENT ALTERNATIVES

IN-PROGRESS PLANS  
SUBJECT TO CHANGE  
DATE 8/12/2020

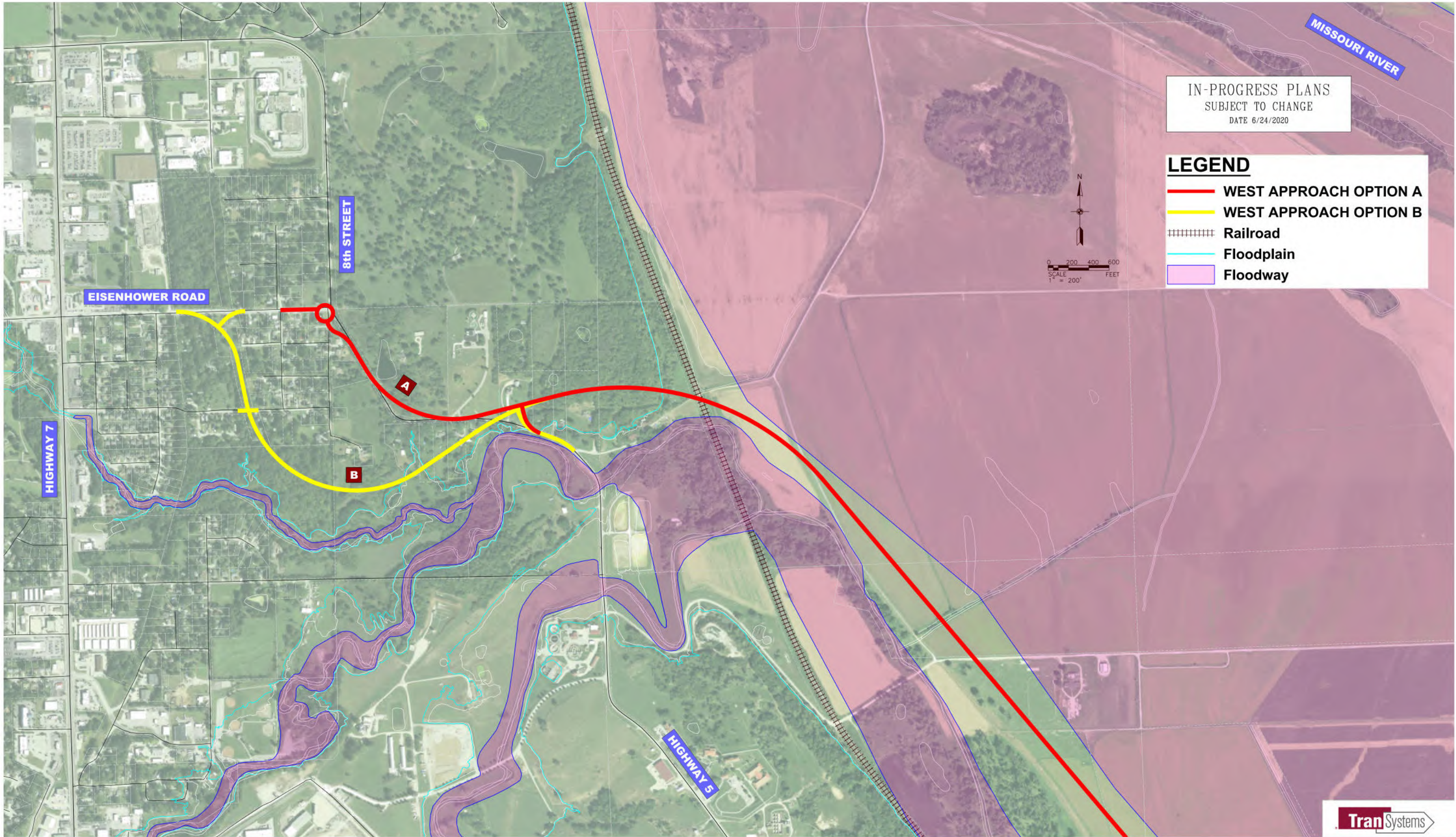


**LEGEND**

- NORTH ALTERNATIVE
- SOUTH ALTERNATIVE
- MARY/GILMAN OPTIONS
- WEST APPROACH OPTION
- Railroad
- Floodplain
- Floodway



# EASTERN GATEWAY - ALIGNMENT ALTERNATIVES



IN-PROGRESS PLANS  
SUBJECT TO CHANGE  
DATE 6/24/2020

- LEGEND**
- WEST APPROACH OPTION A
  - WEST APPROACH OPTION B
  - Railroad
  - Floodplain
  - Floodway

**EASTERN GATEWAY - ALIGNMENT ALTERNATIVES**



