

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

Leavenworth County
Board of County Commissioners

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
November 24, 2021
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) Amend address in Resolution 2021-36, a special use permit for a Boat & RV Storage
- 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 17, 2021
- b) Approval of the minutes of the work session of November 17, 2021
- c) Approval of the schedule for the week November 29, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve Case Number DEV-21-136 Preliminary and Final Plat for Haines Corner Farms 1963
- g) Approve Case Number DEV-21-140 & 141 Preliminary and Final Plat for Kitty Hawk Estates
- h) Approve Case Number DEV-21-163 Harman Farms replat
- i) Approve lease documents for two Case Skid Loaders

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Case Number DEV-21-161 & 162, a preliminary and final plat for Grey's Corner.
- b) Consider a motion to approve the scope of work and agreement with ConvergeOne for phone upgrades in an amount not to exceed \$86,524.00.
- c) Consider a motion to authorize the chairperson to sign the professional services task order #2 with Olsson, Inc. in an amount not to exceed \$169,600.00.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 22, 2021

Tuesday, November 23, 2021

8:00 a.m. Workforce Partnership Board Meeting
• Wyandotte County Workforce Center or via Zoom

12:00 p.m. MARC Meeting via Zoom

Wednesday, November 24, 2021

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

Thursday, November 25, 2021 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THE THANKSGIVING HOLIDAY

Friday, November 26, 2021 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THE THANKSGIVING HOLIDAY

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****November 17, 2021*****

The Board of County Commissioners met in a regular session on Wednesday, November 17, 2021. Commissioner Culbertson, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Commissioner Mike Smith is absent; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Andy Dedeke, Leavenworth County Sheriff; Connie Harmon, Council on Aging Director; Larry Malbrough, Information Systems Director; John Richmeier, Leavenworth Times

Residents: Elaine Belardo, John Matthews, Dennis Taylor

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Doug Smith requested to appoint a temporary chairperson in the absence of Commissioner Mike Smith.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to appoint Commissioner Kaaz as temporary chairperson.

Motion passed, 4-0.

Commissioner Stieben read a proclamation regarding the federal vaccination mandate requesting to send it to all local and state representatives.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to adopt the proclamation in dealing with federal vaccine mandates.

Motion passed, 4-0.

Commissioner Doug Smith inquired about a fiber optic contractor working in the County that has been cutting water lines.

Bill Noll reported he does have information for the prime contractor. He will speak with the County Counselor on what recourse the County would have.

Commissioner Doug Smith asked if flood mitigation would be included in the recent infrastructure bill that was passed.

Mark Loughry indicated that information was passed on to Chuck Magaha and they are looking into that.

Commissioner Doug Smith asked when the final numbers will be available from the census and when will they need to look at redistricting the Commission districts.

Mr. Loughry reported the final count will be available November 24th.

Commissioner Kaaz requested to remove the check registry from the consent agenda.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve the consent agenda for Wednesday, November 17, 2021 minus the check registry.

Motion passed, 4-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve the check registry separate from the consent agenda.

Motion passed, 3-0 Commissioner Kaaz abstained.

Sheriff Andy Dedeke requested an exemption to County policy and requested to donate a 2001 Ford F-150 that was used for the Sherman Township water rescue. He indicated Sherman Township water rescue has disbanded but the Sherman Township Fire Department has use for the vehicle and has maintained it.

A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to allow exemption to the County policy governing disposal of property less than \$25,000.00 for a 2001 Ford F-150 for the Sheriff's Department for donation to the Sherman Township for \$1.00.

Motion passed, 4-0.

Connie Harmon requested authorization for the Council on Aging to enter a memorandum of understanding with The Deeper Window Association.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve a Memorandum of Understanding with the Deeper Window Association a local veteran 501C3 organization.

Motion passed, 4-0.

Bill Noll requested approval of bid pricing from KanEquip for a 5- year lease on a new 2022 New Holland 4- wheel drive tractor.

A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve the bid pricing from KanEquip for a new 2022 New Holland 4-wheel drive tractor for an amount totaling \$56,555.80.

Motion passed, 4-0.

Mr. Noll reported on the Eisenhower Road project.

Larry Malbrough requested approval for a one-year contract with Spectrum to process external voice communications for the phone system.

A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to approve and authorize the chairman to sign a new one-year renewal full contract with Spectrum Enterprises.

Motion passed 4-0.

Commissioner Doug Smith attended the announcement of the transportation projects on Monday and the Basehor City Council meeting last week. He reported the Commissioners attended the Veteran's Day Parade.

Commissioner Stieben held a prayer breakfast on November 11th and attended the Tonganoxie Business Expo.

Commissioner Culbertson met with representative Jeff Pittman to talk about ongoing issues with the 152 Bridge and demand transfers.

Commissioner Kaaz congratulated Edna Wagner for receiving the Athena Award who is the director of the Richard Allen Cultural Center.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to keep Commissioner Kaaz as chairperson for next week.

Motion passed, 4-0.

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

Motion passed, 4-0.

The Board adjourned at 9:42 a.m.

Draft

*****November 17, 2021*****

The Board of County Commissioners met in a work session on Wednesday, November 17, 2021. Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Commissioner Mike Smith is absent; Also present: Mark Loughry, County Administrator; John Richmeier, Leavenworth Times; All members of the Planning Commission to include Steve Rosenthal, Jeff Spink, Robert Owens, Mark Denney, Wolf Schmidt, Alan Stork, Tom Dials, Amy Baker, AW Himpel and Jaden Bailey

Residents: Joe Herring, Sherri Grogan

A joint work session was held with the Planning Commission.

The Board ended the work session at 12:03 p.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 29, 2021

Tuesday, November 30, 2021

Wednesday, December 1, 2021

- 9:00 a.m. Leavenworth County Commission meeting
 • Commission Meeting Room, 300 Walnut, Leavenworth KS
- 1:30 p.m. Ribbon Cutting Ceremony for the Eisenhower Road project
 • 20th and Eisenhower

Thursday, December 2, 2021

Friday, December 3, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-001-5-53-215	4013-01994 UNIFORM RENTAL NOX	76.71		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-001-5-53-215	4013-01994 UNIFORM RENTAL NOX	77.71		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-001-5-53-215	4013-01994 UNIFORM RENTAL NOX	77.71		
							*** VENDOR		4120 TOTAL	232.13
249	AMBERWELL	ATCHISON HOSPITAL	323695	95282 AP	11/16/2021	1-001-5-07-206	LVCO SHERIFF	310.00		
249	AMBERWELL	ATCHISON HOSPITAL	323695	95282 AP	11/16/2021	1-001-5-28-212	LVCO HUMAN RESOURCES	763.00		
							*** VENDOR		249 TOTAL	1,073.00
282	AQUAFLOW	AITKENS CONTRACTING LLC	323768	95333 AP	11/19/2021	1-001-5-31-290	IRRIGATION BLOWOUT	130.00		
10985	ARAMARK CO	ARAMARK CO	323769	95334 AP	11/19/2021	1-001-5-31-292	6230254 ANNEX MATS	40.10		
10985	ARAMARK CO	ARAMARK CO	323769	95334 AP	11/19/2021	1-001-5-31-292	6230254 ANNEX MATS	30.84		
10985	ARAMARK CO	ARAMARK CO	323769	95334 AP	11/19/2021	1-001-5-31-292	6230254 ANNEX MATS	40.10		
10985	ARAMARK CO	ARAMARK CO	323769	95334 AP	11/19/2021	1-001-5-31-292	6230254 ANNEX MATS	40.10		
10985	ARAMARK CO	ARAMARK CO	323769	95334 AP	11/19/2021	1-001-5-31-292	6230254 ANNEX MATS	40.10		
							*** VENDOR		10985 TOTAL	129.56
1523	BOB BARKER	BOB BARKER CO INC	323770	95335 AP	11/19/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	762.20		
1523	BOB BARKER	BOB BARKER CO INC	323770	95335 AP	11/19/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	373.38		
1523	BOB BARKER	BOB BARKER CO INC	323770	95335 AP	11/19/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	53.34		
1523	BOB BARKER	BOB BARKER CO INC	323770	95335 AP	11/19/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	607.20		
1523	BOB BARKER	BOB BARKER CO INC	323770	95335 AP	11/19/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	352.10		
							*** VENDOR		1523 TOTAL	2,148.22
283	BUSETTI ROBERT	ROBERT BUSETTI	323773	95338 AP	11/19/2021	1-001-5-07-219	MONTHLY FEE FOR DENTIS - INMAT	350.00		
36	CAHILL PAT	PATRICK J CAHILL	323774	95339 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
25101	CANON U S	CANON U S A INC	323775	95340 AP	11/19/2021	1-001-5-19-204	1865950 DIST CT CLERK'S FRONT	238.74		
362	CASAD BENJAMIN	BENJAMIN CASAD	323776	95341 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	323779	95344 AP	11/19/2021	1-001-5-05-215	0317B242442110 EMS 9101 GAS SV	12.20		
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	323779	95344 AP	11/19/2021	1-001-5-14-220	20642-12019296502110 GA SVC CT	2,243.68		
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	323779	95344 AP	11/19/2021	1-001-5-32-392	20642-12019296502110 GAS SVC J	3,179.36		
							*** VENDOR		5637 TOTAL	5,435.24
10	DH PACE	DH PACE SYSTEMS INTERGRATION	323780	95345 AP	11/19/2021	1-001-5-21-300	ELC-2 DOOR SECURITY - HEALTH D	33,824.00		
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	323781	95346 AP	11/19/2021	1-001-5-07-219	KSLV OCTOBER INMATE PRESCRIPTI	609.01		
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	323782	95347 AP	11/19/2021	1-001-5-31-301	2 TONERS (BG)	119.98		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-001-5-05-215	ELEC SVC EMS 9101	649.26		
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-001-5-05-215	ELEC SVC WIC/HEALTH/EMS ADMIN	498.23		
							*** VENDOR		86 TOTAL	1,147.49
711	FASTCASE, INC	FASTCASE, INC	323784	95349 AP	11/19/2021	1-001-5-07-208	LEGAL INFO ACCESS KIOSK FOR IN	1,750.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
2410	FIRST CALL INC	FIRST CALL INC	323699	95286 AP	11/16/2021	1-001-5-13-211	SEPTEMBER TRANSPORTS INV 13903	130.00		
							*** VENDOR		2410 TOTAL	2,520.00
81	FULLER G	GARY L FULLER ATTY	323786	95351 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		

START DATE: 11/13/2021 END DATE: 11/19/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	323788	95353 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
22605	HINCKLEY S	HINCKLEY SPRINGS	323790	95355 AP	11/19/2021	1-001-5-11-208	17137512660768 FILTRATION SYST	42.50	
99									
							*** VENDOR	99 TOTAL	1,325.32
30	KOHL FRANK	FRANK E KOHL	323794	95359 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
1842	KONE INC	KONE INC	323795	95360 AP	11/19/2021	1-001-5-31-220	N40131062 ELEVATOR MAINT OCTOB	129.86	
1842	KONE INC	KONE INC	323795	95360 AP	11/19/2021	1-001-5-32-262	N40131062 ELEVATOR MAINT OCTOB	519.46	
							*** VENDOR	1842 TOTAL	649.32
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	323797	95362 AP	11/19/2021	1-001-5-19-221	DIST CT INTERPRETER (PHONE)	155.68	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323799	95364 AP	11/19/2021	1-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,447.44	
1492	LEE CLINTON	CLINTON W LEE	323800	95365 AP	11/19/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY LEAC-	3,000.00	
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	323801	95366 AP	11/19/2021	1-001-5-09-203	1314401-202111031 OCTOBER MINI	50.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	323804	95369 AP	11/19/2021	1-001-5-03-301	OPL223_K COURTHOUSE COPY MACHI	13.26	
2666	MISC REIMBURSEMENTS	NANCY THEIS	323807	95372 AP	11/19/2021	1-001-5-11-301	REIM SUPPLIES	41.90	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	323739	95326 AP	11/16/2021	1-001-5-53-305	1252 CHEMICALS	726.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	323739	95326 AP	11/16/2021	1-001-5-53-305	1252 CHEMICALS	2,050.00	

warrants by vendor

START DATE: 11/13/2021 END DATE: 11/19/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
4583	MURRFIELD	MURRFIELD FARM SUPPLY	323739	95326 AP	11/16/2021	1-001-5-53-305	1252 CHEMICALS	7,536.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	323739	95326 AP	11/16/2021	1-001-5-53-305	1252 CHEMICALS	19,388.10	
							*** VENDOR	4583 TOTAL	29,700.10
211	NACO	NATIONAL ASSOCIATION OF COUNTI	323808	95373 AP	11/19/2021	1-001-5-01-203	20103 2022 MEMBERSHIP	1,525.00	
7098	QUILL CORP	QUILL CORP	323813	95379 AP	11/19/2021	1-001-5-53-301	7295538 TOILET PAPER, TONER, PAP	681.93	
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	323815	95381 AP	11/19/2021	1-001-5-32-280	JC - FLOOR SQUARES	4,782.16	
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	323815	95381 AP	11/19/2021	1-001-5-32-280	JC - FLOOR SQUARES	210.00	
							*** VENDOR	1717 TOTAL	4,992.16
248	SUMMIT FOOD	ELIOR, INC	323817	95383 AP	11/19/2021	1-001-5-07-261	C741000 INMATE MEALS	5,617.01	
248	SUMMIT FOOD	ELIOR, INC	323817	95383 AP	11/19/2021	1-001-5-07-261	C741000 INMATE MEALS	5,636.68	
248	SUMMIT FOOD	ELIOR, INC	323817	95383 AP	11/19/2021	1-001-5-07-261	C741000 INMATE MEALS	5,607.57	
248	SUMMIT FOOD	ELIOR, INC	323817	95383 AP	11/19/2021	1-001-5-07-261	C741000 INMATE MEALS	5,610.86	
							*** VENDOR	248 TOTAL	22,472.12
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	323818	95384 AP	11/19/2021	1-001-5-33-392	413714 GAS SERVICE 711 MARHSAL	170.60-	
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	323818	95384 AP	11/19/2021	1-001-5-33-392	413714 GAS SERVICE 711 MARHSAL	739.05	
							*** VENDOR	376 TOTAL	568.45
829	THOMSON REUTERS	THOMSON REUTERS - WEST	323819	95385 AP	11/19/2021	1-001-5-09-307	1000090351 KS L&P VOL 4-6, 202	279.24	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	323819	95385 AP	11/19/2021	1-001-5-19-301	1000588228 KS PROCEDURES/EVIDE	628.56	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	323819	95385 AP	11/19/2021	1-001-5-19-301	1000588228 KS PROCEDURES/EVIDE	54.56-	
							*** VENDOR	829 TOTAL	853.24
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	323821	95387 AP	11/19/2021	1-001-5-19-214	100492 FILE RETRIEVAL, PALLET	245.58	
531	WAGNER, DARREN	DARREN WAGNER	323824	95390 AP	11/19/2021	1-001-5-32-209	INTERIOR PAINTING JC MAIN STAI	4,950.00	
2	WATER DEPT	WATER DEPT	323825	95391 AP	11/19/2021	1-001-5-05-215	WATER SVC EMS 9103	54.81	
2007	WIRENUTS	WIRENUTS	323826	95392 AP	11/19/2021	1-001-5-07-207	LVSO-2 SVC CALLS ON HD CAMERA	577.49	
100	WITNESS LIST						*** VENDOR	100 TOTAL	150.00
							TOTAL FUND 001		138,203.67

2666	MISC REIMBURSEMENTS	NANCY THEIS	323807	95372 AP	11/19/2021	1-104-5-00-401	REIM SUPPLIES	199.96	
							TOTAL FUND 104		199.96

86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-108-5-00-219	ELEC SVC WIC/HEALTH/EMS ADMIN	373.66	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-108-5-00-606	ELEC SVC WIC/HEALTH/EMS ADMIN	124.56	
							*** VENDOR	86 TOTAL	498.22
							TOTAL FUND 108		498.22

24545	CDW GOVERN	CDW GOVERNMENT INC	323777	95342 AP	11/19/2021	1-115-5-00-409	3773122 SCANNERS	1,261.00	
							TOTAL FUND 115		1,261.00

1831	USD 469 AFTER SCHOOL	USD 469 AFTER SCHOOL VILLAGE	323742	95329 AP	11/16/2021	1-121-5-00-208	P2201-9 REIMB	2,000.00	
							TOTAL FUND 121		2,000.00

9635	DASH	DASH MEDICAL GLOVES	323697	95284 AP	11/16/2021	1-126-5-00-226	533802 VINYL GLOVES	26.45	
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-126-5-00-301	5645204 JISP/CMA/COMM CORR OFF	19.50	
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-126-5-00-301	5645204 JISP/CMA/COMM CORR OFF	69.55	
							*** VENDOR	7098 TOTAL	89.05
							TOTAL FUND 126		115.50

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
7203	NATIONAL PEN COMPANY	CIMPRESS USA INC	323740	95327 AP	11/16/2021	1-127-5-00-3	16372414	POCKET PLANNERS	39.97	
								TOTAL FUND 127		39.97
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-215	11-30	4013-01993 UNIFORM RENTA	249.79	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-215	11-30	4013-01993 UNIFORM RENTA	261.28	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-215	11-30	4013-01993 UNIFORM RENTA	264.25	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-312	11-30	4013-01993 UNIFORM RENTA	213.92	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-312	11-30	4013-01993 UNIFORM RENTA	212.45	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-133-5-00-312	11-30	4013-01993 UNIFORM RENTA	209.94	
								*** VENDOR 4120 TOTAL		1,411.63
27101	CENTRAL PO	CENTRAL POWER SYSTEMS & SERVIC	323778	95343 AP	11/19/2021	1-133-5-00-360	1-31	17159 LEVEL SENSOR	389.21	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	323779	95344 AP	11/19/2021	1-133-5-00-304	11-26	20642-5600012110 GAS SVC	19.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-133-5-00-251		ELEC SVC CO SHOP ET AL	627.48	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-133-5-00-251		ELEC SVC CO SHOP ET AL	258.57	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-133-5-00-251		ELEC SVC CO SHOP ET AL	26.02	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323783	95348 AP	11/19/2021	1-133-5-00-251		ELEC SVC CO SHOP ET AL	94.18	
								*** VENDOR 86 TOTAL		1,006.25
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-133-5-00-361	11-32	300467 ROCK	3,511.18	
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-133-5-00-361	11-32	300467 ROCK	2,752.71	
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-133-5-00-361	11-32	300467 ROCK	672.68	
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-133-5-00-361	11-32	300467 ROCK	1,923.13	
								*** VENDOR 434 TOTAL		8,859.70
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323791	95356 AP	11/19/2021	1-133-5-00-361	11-33	218331 ROCK	815.03	
191	HOME DEPOT	HOME DEPOT USA	323792	95357 AP	11/19/2021	1-133-5-00-312	11-39	1111680 RUST GLOSS	44.82	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	323793	95358 AP	11/19/2021	1-133-5-00-364	11-34	SFATEY BOOT - A ELLINGSW	132.00	
1186	KRANZ OF KANSAS CITY	KRANZ OF KANSAS CITY	323796	95361 AP	11/19/2021	1-133-5-00-360	11-35	11318 CUTTING EDGE,BOLTS	1,066.00	
461	LEAV CO CO	LEAV CO COOP	323798	95363 AP	11/19/2021	1-133-5-00-304	11-25	UNLEADED, DYED DIESEL	45,352.69	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	204.35	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	202.21	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	43.74	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	47.52	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	1,849.01	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	128.88	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	128.88	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	616.20	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	32.44	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	17.16	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	704.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	20.86	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	176.85	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	17.06	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	323803	95368 AP	11/19/2021	1-133-5-00-360	11-36	95988 FILTERS, COVERS, P	9.70	
								*** VENDOR 232 TOTAL		4,103.82
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	62.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	41.97	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	215.64	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	62.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	4.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-310	11-24	19615 FILTERS, PUMPS,PAR	26.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-23	19615 FILTERS, TOOL,CLEAN	71.64	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-23	19615 FILTERS, TOOL,CLEAN	17.98	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-24	19615	FILTERS, PUMPS, PAR	13.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-24	19615	FILTERS, PUMPS, PAR	6.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-24	19615	FILTERS, PUMPS, PAR	17.98
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-312	11-24	19615	FILTERS, PUMPS, PAR	29.95
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	291.88
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	5.55
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	13.92
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	290.67
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	13.92-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	21.57
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	50.61
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	105.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	64.58
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	36.65-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	353.48-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	26.00-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	54.00
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	104.54
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	73.43
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	107.49
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	199.80
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	22.59
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-23	19615	FILTERS, TOOL, CLEAN	222.39
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	75.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	232.14
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	49.42
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	146.66
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	99.90
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	28.76
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	65.98
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	93.60
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	22.00-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	93.39
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	21.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	15.96
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	17.25
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	141.00
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	43.92
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	55.92
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	39.90
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	129.49
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-360	11-24	19615	FILTERS, PUMPS, PAR	189.84
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-364	11-24	19615	FILTERS, PUMPS, PAR	71.96
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-365	11-23	19615	FILTERS, TOOL, CLEAN	13.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-365	11-23	19615	FILTERS, TOOL, CLEAN	5.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-133-5-00-365	11-24	19615	FILTERS, PUMPS, PAR	6.99
								*** VENDOR	11799 TOTAL	3,390.03
196	OLSSON	OLSSON, INC	323810	95376 AP	11/19/2021	1-133-5-00-213	11-43	PROJ 019-28310	PROF SVC	2,709.64
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	323811	95377 AP	11/19/2021	1-133-5-00-309	11-37	1960724	TIRES	2,389.91
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323812	95378 AP	11/19/2021	1-133-5-00-360	11-38	8052255000	CLAMPS, ADAPT	117.06
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323812	95378 AP	11/19/2021	1-133-5-00-360	11-38	8052255000	CLAMPS, ADAPT	41.74
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	323812	95378 AP	11/19/2021	1-133-5-00-360	11-38	8052255000	CLAMPS, ADAPT	2,008.38

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
					*** VENDOR				418 TOTAL	2,167.18
1675	SPRINT	SPRINT	323816	95382 AP	11/19/2021	1-133-5-00-210	11-29 143250300 GPS MOBILE TEL	39.99		
960	TODD'S TIRE LLC	TODD'S TIRE LLC	323820	95386 AP	11/19/2021	1-133-5-00-309	11-40 TIRES	2,798.00		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	165.00		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	134.99		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	159.99		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	165.00		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	139.99		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	149.99		
392	VANDEBILT	VANDEBILT'S	323823	95389 AP	11/19/2021	1-133-5-00-364	11-42 10000127 SAFETY BOOTS X7	164.99		
					*** VENDOR				392 TOTAL	1,079.95
					TOTAL FUND 133					77,774.85

9635	DASH	DASH MEDICAL GLOVES	323697	95284 AP	11/16/2021	1-136-5-00-207	533802 VINYL GLOVES	13.22		
9635	DASH	DASH MEDICAL GLOVES	323697	95284 AP	11/16/2021	1-136-5-00-227	533802 VINYL GLOVES	13.23		
					*** VENDOR				9635 TOTAL	26.45
7203	NATIONAL PEN COMPANY	CIMPRESS USA INC	323740	95327 AP	11/16/2021	1-136-5-00-3	16372414 POCKET PLANNERS	39.97		
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-136-5-00-301	5645204 JISP/CMA/COMM CORR OFF	9.74		
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-136-5-00-301	5645204 JISP/CMA/COMM CORR OFF	31.49		
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-136-5-00-321	5645204 JISP/CMA/COMM CORR OFF	9.75		
7098	QUILL CORP	QUILL CORP	323741	95328 AP	11/16/2021	1-136-5-00-321	5645204 JISP/CMA/COMM CORR OFF	31.49		
					*** VENDOR				7098 TOTAL	82.47
					TOTAL FUND 136					148.89

4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-137-5-00-203	11-6 4013-01993 UNIFORM RENTAL	114.66		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-137-5-00-203	11-6 4013-01993 UNIFORM RENTAL	103.17		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	323765	95330 AP	11/19/2021	1-137-5-00-203	11-6 4013-01993 UNIFORM RENTAL	103.17		
					*** VENDOR				4120 TOTAL	321.00
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	323785	95350 AP	11/19/2021	1-137-5-00-320	11-8 016993 CAT140M3 SVC CALL,	1,368.11		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	323785	95350 AP	11/19/2021	1-137-5-00-320	11-8 016993 CAT140M3 SVC CALL,	19.25		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	323785	95350 AP	11/19/2021	1-137-5-00-320	11-8 016993 CAT140M3 SVC CALL,	786.18		
					*** VENDOR				2588 TOTAL	2,173.54
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	2,767.00		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	8,962.68		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	2,684.95		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	6,956.64		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	2,353.86		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	9,061.68		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	210.48		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	6,375.52		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	1,366.88		
434	HAMM QUARR	HAMM QUARRIES	323789	95354 AP	11/19/2021	1-137-5-00-312	11-9 300467 ROCK	324.28		
					*** VENDOR				434 TOTAL	41,063.97
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	323791	95356 AP	11/19/2021	1-137-5-00-312	11-10 218331 ROCK	203.09		
461	LEAV CO CO	LEAV CO COOP	323798	95363 AP	11/19/2021	1-137-5-00-304	11-5 DYED DIESEL	4,045.05		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-137-5-00-320	11-4 19615 AIR/FUEL FILTERS	112.20		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-137-5-00-320	11-4 19615 AIR/FUEL FILTERS	68.96		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	323809	95375 AP	11/19/2021	1-137-5-00-320	11-4 19615 AIR/FUEL FILTERS	76.68		
					*** VENDOR				11799 TOTAL	257.84
960	TODD'S TIRE LLC	TODD'S TIRE LLC	323820	95386 AP	11/19/2021	1-137-5-00-321	11-11 TIRES	2,778.00		
960	TODD'S TIRE LLC	TODD'S TIRE LLC	323820	95386 AP	11/19/2021	1-137-5-00-321	11-11 TIRES	2,778.00		
					*** VENDOR				960 TOTAL	5,556.00

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
1241	VANCE BROS	VANCE BROS INC	323822	95388 AP	11/19/2021	1-137-5-00-312	11-12 437 ROCK	2,865.20	
							TOTAL FUND 137		56,485.69
20588	ADVANTAGE	ADVANTAGE PRINTING	323766	95331 AP	11/19/2021	1-145-5-00-303	CO ON AGING ACCT 104 - THANKSG	170.00	
2621	BOOKER TERRY	TERRY BOOKER	323771	95336 AP	11/19/2021	1-145-5-00-256	MEALS RESERVED 11/1/21 - 11/12	10,363.50	
2621	BOOKER TERRY	TERRY BOOKER	323771	95336 AP	11/19/2021	1-145-5-00-256	MEALS RESERVED 11/1/21 - 11/12	8,016.75	
							*** VENDOR 2621 TOTAL		18,380.25
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	323799	95364 AP	11/19/2021	1-145-5-00-301	COA COIN ENVELOPES	30.06	
2666	MISC REIMBURSEMENTS	RANDY DAY	323805	95370 AP	11/19/2021	1-145-5-00-205	REIM MILEAGE - NOV STAFF MEETI	11.20	
2666	MISC REIMBURSEMENTS	RUBY BARCLAY	323806	95371 AP	11/19/2021	1-145-5-00-205	REIM MILEAGE - NOV STAFF MEETI	23.86	
							*** VENDOR 2666 TOTAL		35.06
2	WATER DEPT	WATER DEPT	323825	95391 AP	11/19/2021	1-145-5-00-246	WTAER SVC COUNCIL ON AGING	147.88	
							TOTAL FUND 145		18,763.25
243	GEOTAB	GEOTAB USA INC	323700	95287 AP	11/16/2021	1-153-5-00-3	11-5 LEAV01 GO RUGGED 9 (X5)	199.90	
							TOTAL FUND 153		199.90
9271	LANSING CI	CITY OF LANSING	323738	95325 AP	11/16/2021	1-160-5-00-210	SEWER SERVICE - TRANSFER STATI	41.70	
461	LEAV CO CO	LEAV CO COOP	323798	95363 AP	11/19/2021	1-160-5-00-304	TRANSFER STATION FUEL OCTOBER	1,434.23	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	323811	95377 AP	11/19/2021	1-160-5-00-213	TRANSFER STATION - TIRES FOR 6	1,463.30	
							TOTAL FUND 160		2,939.23
29034	MHS	MCAFEE HENDERSON SOLUTIONS	323690	1599 AP	11/16/2021	1-171-5-03-201	11-4 PROJ 2020.045.001 EISENHO	23,233.53	
29034	MHS	MCAFEE HENDERSON SOLUTIONS	323690	1599 AP	11/16/2021	1-171-5-04-201	11-5 PROJ 2021.017.001 CR2 IMP	12,461.68	
							*** VENDOR 29034 TOTAL		35,695.21
513	MILLERET, JUDITH	JUDITH ELAINE MILLERET	323691	1600 AP	11/16/2021	1-171-5-05-301	11-6 TEMP CONSTRUCTION EASEMEN	362.38	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	323692	1601 AP	11/16/2021	1-171-5-05-301	11-3 RECORDING FEES ELM GROVE,	55.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	323692	1601 AP	11/16/2021	1-171-5-05-301	11-3 RECORDING FEES ELM GROVE,	55.00	
							*** VENDOR 1814 TOTAL		110.00
							TOTAL FUND 171		36,167.59
396	ACI BOLAND INC	ACI BOLAND INC	323689	10092 AP	11/15/2021	1-172-5-00-107	ARPA014 CUSHING REMODEL PROJ 3	10,036.37	
							TOTAL FUND 172		10,036.37
1991	MARC	MID-AMERICA REGIONAL COUNCIL	323802	95367 AP	11/19/2021	1-174-5-00-210	OCTOBER MARC EQUIPMENT COST SH	26,984.15	
							TOTAL FUND 174		26,984.15
526	BUNDY,NAN DEE	NAN DEE BUNDY	323772	95337 AP	11/19/2021	1-189-5-00-2	11-2 235TH ST PERM,DRAINAGE,TE	31.12	
526	BUNDY,NAN DEE	NAN DEE BUNDY	323772	95337 AP	11/19/2021	1-189-5-00-2	11-2 235TH ST PERM,DRAINAGE,TE	3,780.00	
							*** VENDOR 526 TOTAL		3,811.12
527	GROSKO, ANDREW	ANDREW GROSKO	323787	95352 AP	11/19/2021	1-189-5-00-2	11-3 BR T-34 PERM EASEMENT	2,242.18	
							TOTAL FUND 189		6,053.30
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	323779	95344 AP	11/19/2021	1-195-5-00-290	20642-0305A864302110 GAS SVC J	28.60	
							TOTAL FUND 195		28.60
86	EVERGY	EVERGY KANSAS CENTRAL INC	323698	95285 AP	11/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	117.44	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323698	95285 AP	11/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	38.67	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323698	95285 AP	11/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	28.45	
86	EVERGY	EVERGY KANSAS CENTRAL INC	323698	95285 AP	11/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	71.67	
							*** VENDOR 86 TOTAL		256.23
16096	SCHUETZ CONST	SCHUETZ CONSTRUCTION LLC	323814	95380 AP	11/19/2021	1-212-5-00-2	INSTALL FR DRAIN TO RECTIFY PR	1,736.13	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 212	1,992.36
86	EVERGY	EVERGY KANSAS CENTRAL INC	323698	95285 AP	11/16/2021	1-218-5-00-2	ELEC SVC SEWER DIST 5	69.85	
								TOTAL FUND 218	69.85
2570	BOND ESCROW REFUND	DAKOTA COLLINS	323696	95283 AP	11/16/2021	1-503-5-00-2	11-2 REFUND FULL ENTRANCE PERM	150.00	
								TOTAL FUND 503	150.00
451	AETNA	AETNA LIFE INSURANCE COMPANY	323767	95332 AP	11/19/2021	1-510-2-00-939	108798268 NOVEMBER PREMIUMS	282,945.15	
451	AETNA	AETNA LIFE INSURANCE COMPANY	323767	95332 AP	11/19/2021	1-510-2-00-939	108798268 NOVEMBER PREMIUMS	7,164.60	
451	AETNA	AETNA LIFE INSURANCE COMPANY	323767	95332 AP	11/19/2021	1-510-2-00-939	108798268 NOVEMBER PREMIUMS	1,937.30	
								*** VENDOR 451 TOTAL	292,047.05
								TOTAL FUND 510	292,047.05
								TOTAL ALL CHECKS	672,159.40

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	138,203.67
104	DRUG PROSECUTOR'S FUND	199.96
108	COUNTY HEALTH	498.22
115	EQUIPMENT RESERVE	1,261.00
121	JUVENILE JUSTICE AUTHORITY	2,000.00
126	COMM CORR ADULT	115.50
127	COMM CORR ADULT NON GRANT	39.97
133	ROAD & BRIDGE	77,774.85
136	COMM CORR JUVENILE	148.89
137	LOCAL SERVICE ROAD & BRIDGE	56,485.69
145	COUNCIL ON AGING	18,763.25
153	PUBLIC WORKS,EQUIP.RESERVE FUND	199.90
160	SOLID WASTE MANAGEMENT	2,939.23
171	S TAX CAP RD PROJ: 2015 SERIES	36,167.59
172	AMERICAN RECOVERY PLAN	10,036.37
174	911	26,984.15
189	TONGANOXIE TWP TRAFFIC IMPACT	6,053.30
195	JUVENILE DETENTION	28.60
212	SEWER DISTRICT 2: TIMBERLAKES	1,992.36
218	SEWER DIST #5	69.85
503	ROAD & BRIDGE BOND ESCROW	150.00
510	PAYROLL CLEARING	292,047.05
	TOTAL ALL FUNDS	672,159.40

Consent Agenda 11/24/21
Checks dated 11/13-11/19

*****CONSENT AGENDA*****

**Leavenworth County
Request for Board Action
Case No. DEV-21-136/137
Preliminary & Final Plat Haines Corner Farm
1963**

Date: November 24, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a five-lot subdivision. The proposed lots range from 5.69 acres to 6.84 acres in size.

Analysis: The applicant is requesting approval of a five-lot subdivision for a parcel of land located at the intersection of Parallel Road and 199th Street. All existing structures will remain on Lot 3 of the proposed subdivision. All lots meet the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Recommendation: The Planning Commission voted 7-0 (2 absences) to recommend approval of Case No.DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963 subject to conditions.

Alternatives:

1. Approve Case No.DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963, with or without conditions; or
2. Deny Case No. DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963; or
3. Revise or Modify the Planning Commission Recommendation to Case DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963; or
4. Remand the case back to the Planning Commission.

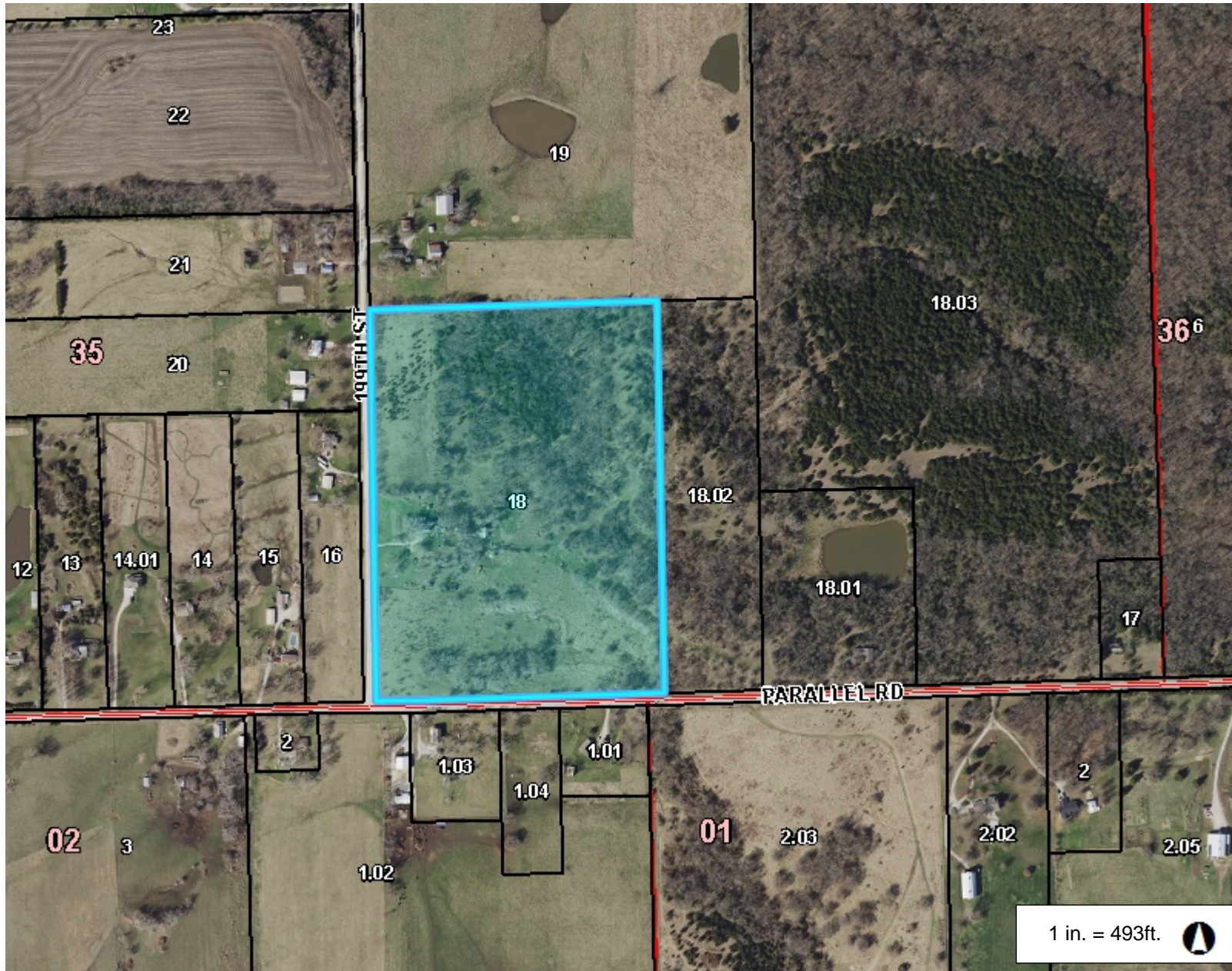
Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

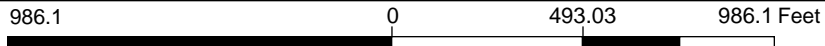
DEV-21-136 & 137 Haines Corner Farm 1963



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary
- Special Development District
 - SDD Area 1
 - SDD Area 2

1 in. = 493ft.



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

*****Consent Agenda*****
Case No. DEV-21-136/137
Haines Corner Farm 1963
Preliminary and Final Plat

Staff Report – Board of County Commissioners

November 24, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Charles W Haines
19678 199th Street
Tonganoxie, KS 66086

Agent: Herring Surveying Company
Joe Herring
315 N 5th Street
Leavenworth, KS 66048

Legal Description: A tract of land in the Southwest Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 21 East of the 6th P.M, in Leavenworth County, Kansas.

Parcel Size: ± 29 acres

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

Comprehensive Plan: This parcel is within the Mixed Residential land use category.

Parcel ID No.: 147-35-0-00-00-018.00

Planner: Amy Allison

REPORT:

Planning Commission Recommendation

The Planning Commission voted 7-0 (2 absences) to recommend approval of Case No. Dev-21-136/137, Haines Corner Farm 1963 subject to the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required if necessary infrastructure is available.
5. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Request

The applicant is requesting a Preliminary and Final Plat for a five (5) lot subdivision.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 120 acres in size.

Flood Plain

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

Utilities/Services

Sewer: Private septic system
Fire: Stranger FD
Water: RWD #9
Electric: FreeState

Access/Streets

The property is accessed by Parallel Road and 199th Street. Parallel Road is a County Local road with a gravel surface ± 24' wide. 199th Street is a County Local road with a gravel surface ± 20' wide.

Agency Comments

See attached comments – Email – Lauren Anderson – Public Works, October 19, 2021 and October 26, 2021
See attached comments – Email – Rural Water District 9, September 7, 2021
See attached comments – Email – Amanda Tarwater – Electric utility, September 13, 2021

Findings

1. The proposed subdivision is consistent with the zoning district of RR 5; Rural Residential Zoning 5-acre minimum size parcels and meets the lot-depth to lot-width ratio of 3.5:1 or 4:1, have the minimum frontage of 300', Minimum lot size of 5 acres.
2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.
3. At time of development, fire hydrants shall be required if necessary infrastructure is available.
4. The proposed subdivision is in accordance with the Comprehensive Plan.

Subdivision Classification

This is classified as a Class "C" Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class "C" Subdivision is any subdivision in which all the lots lie within the Rural Growth Area of Leavenworth County.

Staff is supportive of a waiver of the requirement to connect to a sanitary system as sanitary sewers are not located within 660' of the subdivision (See Finding #2).

Staff Comments

The applicant is requesting the approval of a five (5) lot subdivision located to the northeast of the Parallel Rd and 199th Street intersection. The zoning of the property and the immediate area is RR-5. Properties to the South are zoned RR-2.5. The property is currently one parcel with an existing house and accessory structures. All structures will be located on Lot 3 and will remain in compliance with the Zoning Regulations.

The lots will range in size from 5.69 acres to 6.84 acres. All lots will meet the minimum zoning & subdivision standards.

Staff is supportive of the request as proposed and recommends approval of the development.

ACTION OPTIONS:

1. Approve Case No.DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963, with or without conditions; or
2. Deny Case No. DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963; or
3. Revise or Modify the Planning Commission Recommendation to Case DEV-21-136/137, Preliminary and Final Plat for Haines Corner Farm 1963; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Aerial Map
Memorandums
Drainage Report
Preliminary and Final Plat

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Tuesday, October 19, 2021 10:14 AM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: RE: Haines Prelim Plat Revision

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.

Amy,
Lauren and I reviewed the revised PP with no further comments.

Thanks,

Mitch Pleak

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Monday, October 18, 2021 4:25 PM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: Haines Prelim Plat Revision

Lauren and Mitch,

I don't know how this one got past me but Joe did submit a revised Preliminary Plat, see attached.

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

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Tuesday, October 26, 2021 5:42 PM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: RE: Haines Drainage Comments

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.

Amy,
Lauren and I have reviewed the revised drainage report with no further comments.

Thanks,

Mitch Pleak

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, October 26, 2021 9:45 AM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: FW: Haines Drainage Comments

Lauren and Mitch,

See attached.

Amy

From: David Lutgen <dlutgen72@gmail.com>
Sent: Monday, October 25, 2021 5:59 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Joe Herring <herringsurveying@outlook.com>; Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: Re: Haines Drainage Comments

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,

Revised drainage report is attached.

Thanks

David Lutgen

On Mon, Oct 18, 2021 at 4:26 PM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Afternoon Joe and David,

Summary of Comments on HAINES 1963 FINAL 24x36LS

Page: 1

☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 9/27/2021 6:08:17 PM

Reviewed 2021.09.27. No Comments.

Allison, Amy

From: Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>
Sent: Tuesday, September 7, 2021 8:31 AM
To: Allison, Amy
Subject: Re: DEV-21-136 & 137 Preliminary and Final Plat – Haines Corner Farm 1963

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

Rural Water District #9 sees no issues in the property at 19678 199th being split into 5 lots. RWD9 can supply water to the properties.

On Fri, Sep 3, 2021 at 10:50 AM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Haines Corner Farm 1963 located at 19678 199th Street. The proposal is to create 5 lots. The property is zoned RR-5.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.org.

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.684.5757

--

Thanks,



Karen Armstrong
District Manager
913-845-3571

Allison, Amy

From: Amanda Tarwater <amanda.holloway@freestate.coop>
Sent: Monday, September 13, 2021 11:40 AM
To: Allison, Amy
Subject: Re: DEV-21-136 & 137 Preliminary and Final Plat – Haines Corner Farm 1963

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



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

From: "Allison, Amy" <AAllison@leavenworthcounty.gov>
Date: Friday, September 3, 2021 at 10:50 AM
To: "Magaha, Chuck" <cmagaha@lvsheriff.org>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, "Thorne, Eric" <ethorne@lvsheriff.org>, "Van Parys, David" <DVanParys@leavenworthcounty.gov>, "Anderson, Lauren" <LAnderson@leavenworthcounty.gov>, "mpleak@olsson.com" <mpleak@olsson.com>, "Lvrwd9@gmail.com" <Lvrwd9@gmail.com>, Amanda Tarwater <amanda.holloway@freestate.coop>, "stfdchief1760@gmail.com" <stfdchief1760@gmail.com>
Cc: "Sloop, Stephanie" <SSloop@leavenworthcounty.gov>, "Gentzler, Joshua" <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-136 & 137 Preliminary and Final Plat – Haines Corner Farm 1963

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

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Haines Corner Farm 1963 located at 19678 199th Street. The proposal is to create 5 lots. The property is zoned RR-5.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

If you have any questions or need additional information, please contact me at (913) 684-5757 or at AAllison@LeavenworthCounty.org.

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

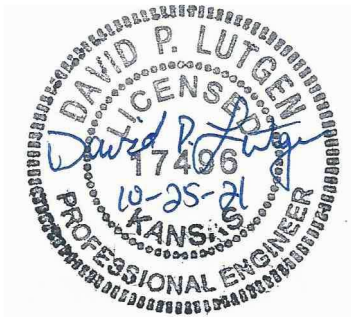
Haines Corner
Leavenworth County Kansas
Drainage Report

August 4, 2021

Revised October 3, 2021

Revised October 13, 2021

Revised October 25, 2021



Parcel Information - The 30.1-acre (+/-) parcel is located at the north east corner of 199th Street & Parallel Road in Leavenworth County KS. The property is zoned RR 5.0.

Existing Conditions – There is a home and several outbuildings on the parcel. The property appears as though it was used as a pasture in the past but has not been maintained and is now becoming overgrown with trees. It is estimated that drainage area #1 is 75% covered with trees while drainage area #2 is 10% covered with trees. The site can be divided into multiple drainage areas as shown on exhibit #1.

A composite c value was calculated for the drainage area as shown in the tables below. The composite c value is based on the soil type, slopes, and existing land use, see Exhibits #2, #3, and #4.

Existing	c value	Acres in each Drainage Area		
		DA #1	DA #2	DA #3
Wooded	0.35	12.50	0.90	0.00
Pasture	0.36	4.00	8.80	2.17
Gravel	0.50	0.03	0.00	0.03
Impervious	0.90	0.07	0.00	0.00
Composite c		0.36	0.36	0.36

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Impervious Acres} * 0.90 + \text{Pasture Acres} * 0.36 + \text{Gravel Acres} * 0.50)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create four new residential building lots. It is assumed that the home and buildings on Lot #3 will remain in place. The new homes are assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage areas as shown in the tables below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2, #3, and #4. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the new building lots. This impervious area will account for the driveway, house footprint, and outbuilding. It is assumed that 2.5 acres on each lot that will be cleared of trees and pasture for the construction of the homes and installation of the septic systems will be maintained as a grass lawn. A composite c value for the drainage area was calculated as shown below.

Developed	c value	Acres in each Drainage Area			
		DA #1	DA #2	DA #3	
Wooded	0.35	8.00	0.90	0.00	
Pasture	0.36	2.97	3.20	2.10	
Impervious	0.90	0.53	0.60	0.00	
Grass	0.30	5.00	5.00	0.00	
Gravel	0.50	0.10	0.00	0.10	
Composite c		0.36	0.36	0.37	

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Impervious Acres} * 0.90 + \text{Pasture Acres} * 0.36 + \text{Grass Acres} * 0.30 + \text{Gravel Acres} * 0.50)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following tables. Calculations for the storm water runoff are included with the report.

DA #1

	Q10 cfs	Q100 cfs
Existing	33.0	58.3
Developed	33.0	58.3
Change	0%	0%

DA #2

	Q10 cfs	Q100 cfs
Existing	19.4	34.4
Developed	19.4	34.4
Change	0%	0%

DA #3

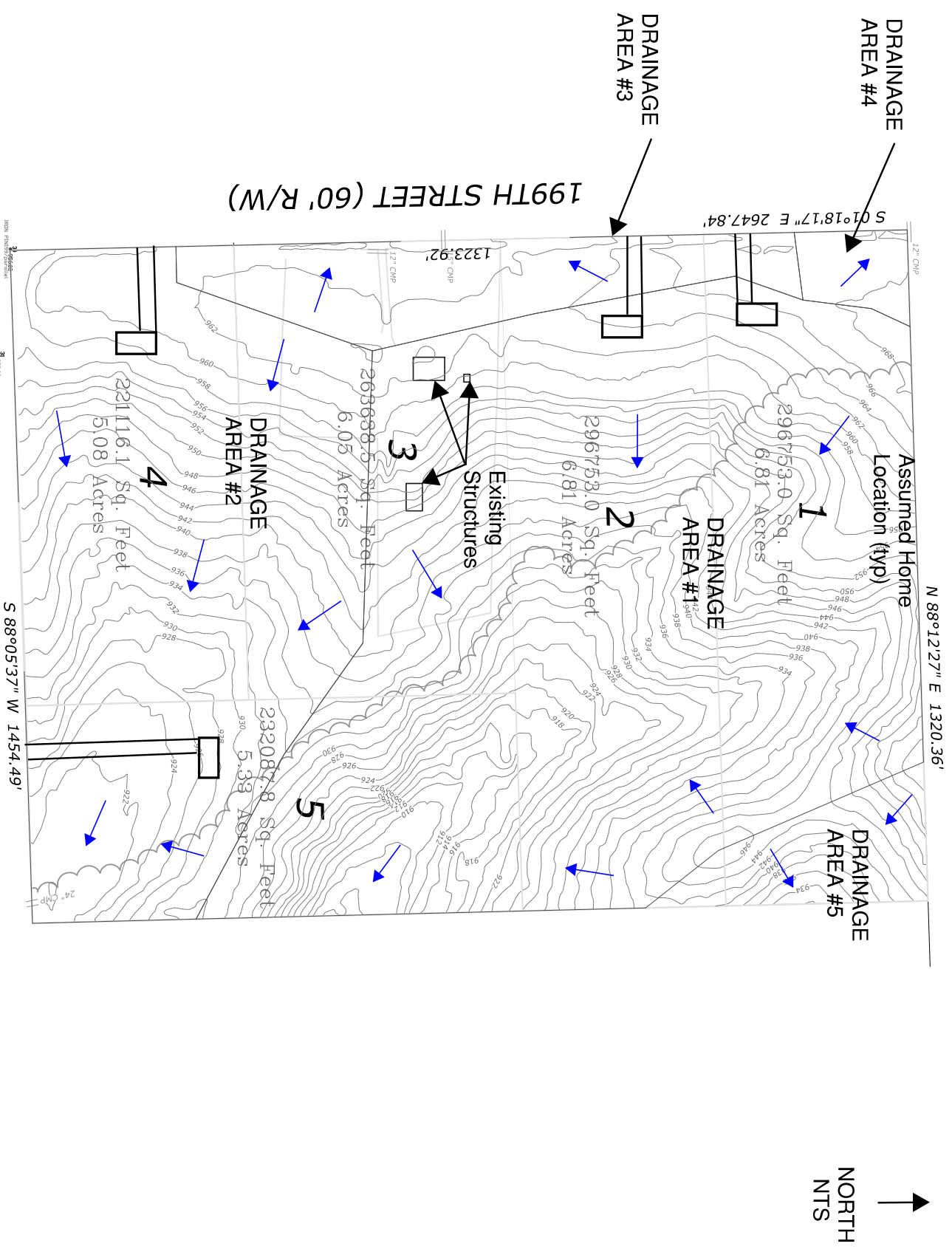
	Q10 cfs	Q100 cfs
Existing	3.7	6.5
Developed	3.8	6.7
Change	3%	2%

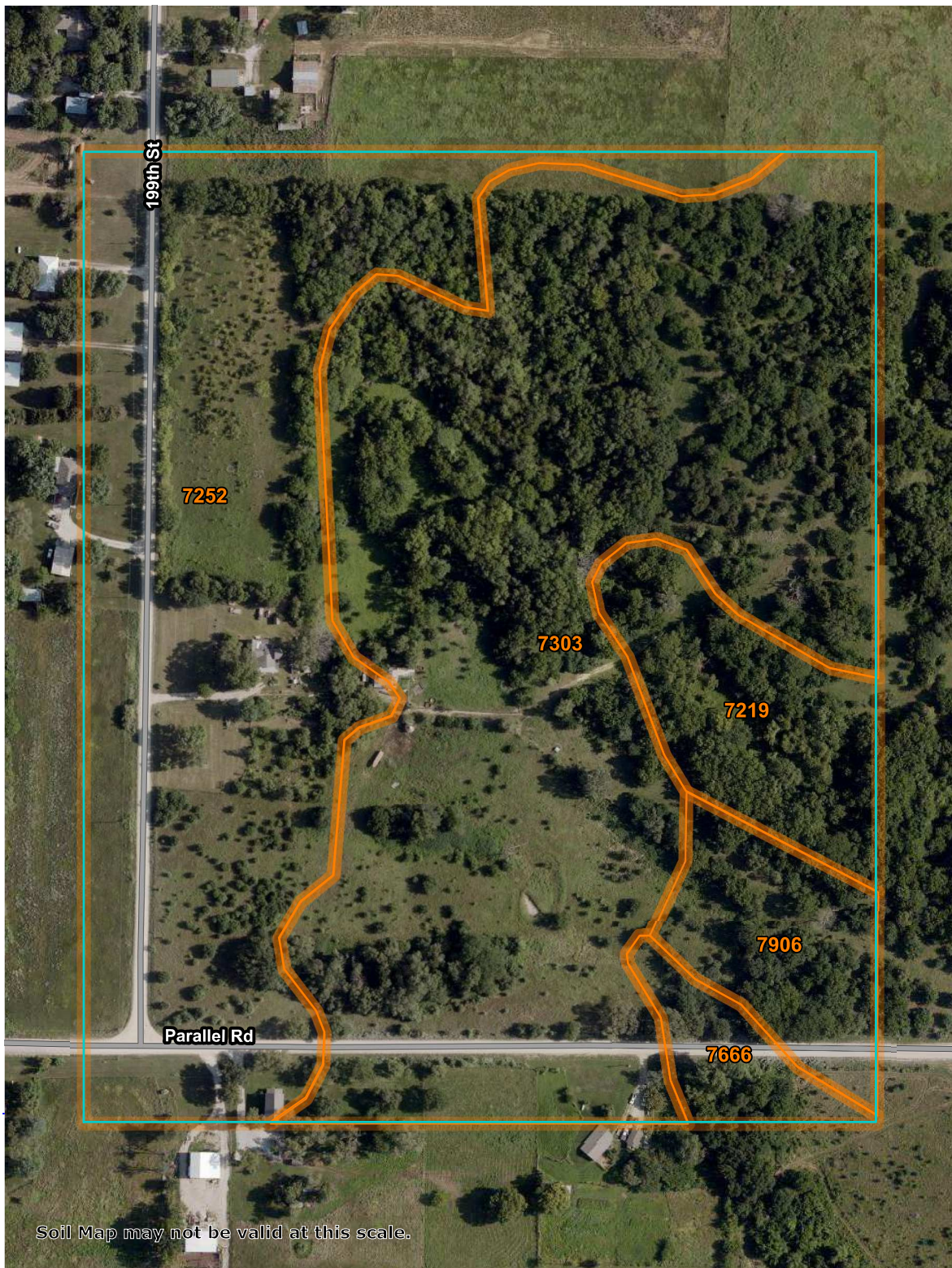
Culvert Capacity – The County requested verification that the existing culvert in DA #3 has capacity for the increase in runoff from the drainage area. The culvert has capacity for the increased runoff in the 10-year storm as shown on exhibits #5 and #6. The culvert does not have capacity for a 100-year in the existing condition, see exhibit #7. The capacity of the culvert is 3.82 cfs.

Conclusion – The change in land use for this parcel of ground results in no change in storm water runoff from DA #1 and DA #2. The change in runoff from DA #3 results in a 0.2-in for the 10-year storm.

EXHIBIT #1

PARALLEL ROAD (BK. D PG. 386)
Owner: Edward





Soil Map may not be valid at this scale.

Map Scale: 1:2,940 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Map Unit Symbol	Map Unit Name
7219	Basehor-Elmont complex, 5 to 30 percent slopes
7252	Grundy silty clay loam, 1 to 3 percent slopes
7303	Martin silty clay loam, 3 to 7 percent slopes, eroded
7666	Vinland-Sibleyville complex, 7 to 15 percent slopes
7906	Armster clay loam, 3 to 8 percent slopes, eroded

EXHIBIT #2

TABLE 1 Values of Runoff Coefficient C

URBAN AREAS:	
Type of drainage area	Runoff coefficient C
Lawns:	0.05 - 0.10
Sandy soil, flat 2%	0.10 - 0.15
Sandy soil, average, 2 - 7%	0.15 - 0.20
Sandy soil, steep, 7%	0.13-0.17
Heavy soil, flat, 2%	0.18 - 0.22
Heavy soil, average, 2 - 7%	0.25 - 0.35
Heavy soil, steep, 7%	
Business:	0.70 - 0.95
Downtown areas Neighborhood areas	0.50.0.70
Residential:	0.30 - 0.50
Single-family areas	0.40 - 0.60
Multi units, detached Multi units,	0.60 - 0.75
attached Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.35
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Streets:	0.70 - 0.95
Asphaltic	0.80 - 0.95
Concrete	0.70 - 0.85
Brick	
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95

AGRICULTURAL AREAS:

Topography and Vegetation	Runoff Coefficient C Soil Texture		
	Soil Texture		
	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland			
Flat 0 - 5% Slope	0.10	0.30	0.40
Rolling 5 - 10% Slope	0.25	0.35	0.50
Hilly 10 - 30% Slope	0.30	0.50	0.60
Pasture			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Source - Natural Resources Conservation Service (NRCS) US Department of Agriculture (USDA) Peak Discharge Course
https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1083019.pdf

EXHIBIT #3

Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov

Channel Report

10 yr Existing

Channel 1

CIRCULAR PIPE

Diameter = 15.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 3.70 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
3.70	12.0	1.05	3.52	2.77	0.022	9.4	101.0	101.19	0.62	1.00

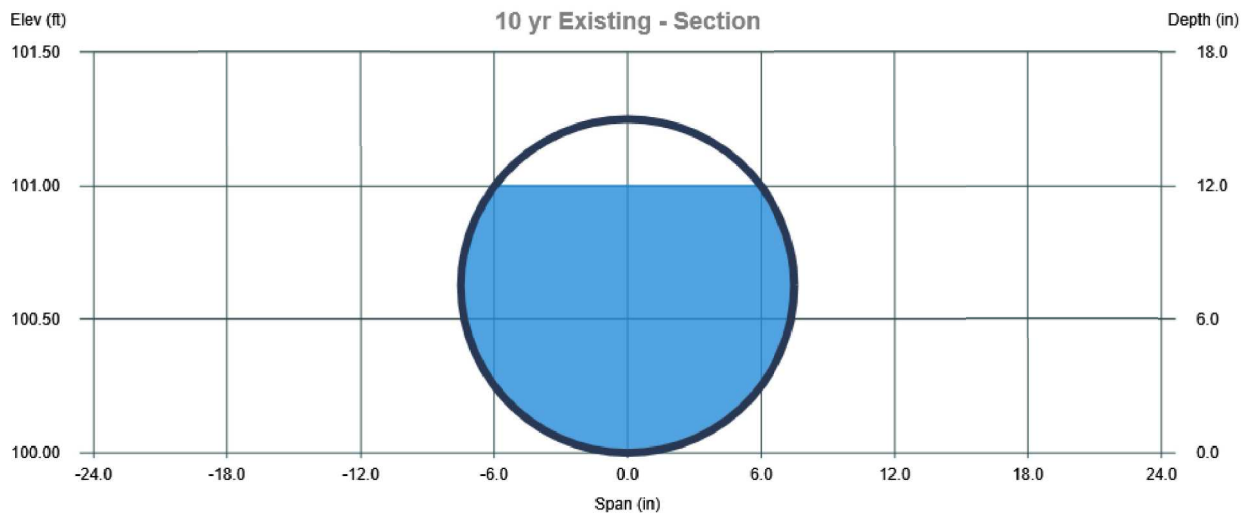


EXHIBIT #5

Channel Report

10 yr Developed

Channel 2

CIRCULAR PIPE

Diameter = 15.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 3.80 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
3.80	12.2	1.07	3.54	2.82	0.022	9.5	101.0	101.22	0.64	0.97

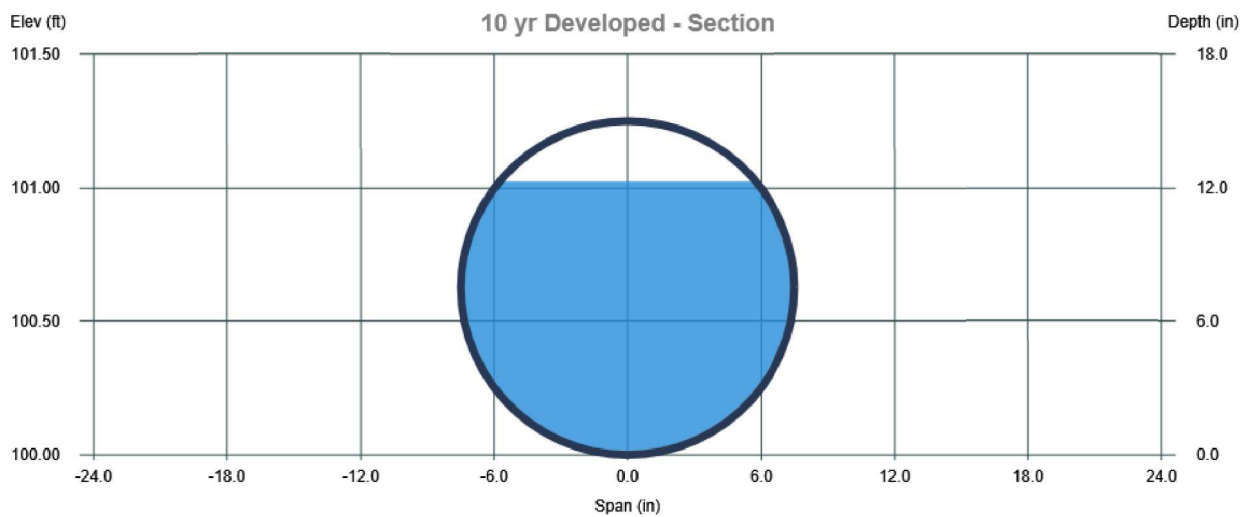


EXHIBIT #6

Channel Report

100 yr Existing

Channel 3

CIRCULAR PIPE		DISCHARGE	
Diameter	= 15.0 in	Method	= Q vs Depth
Invert Elevation	= 100.00 ft	Q Min	= 0.01 cfs
Pipe Slope	= 1.000 %	Q Max	= 3.82 cfs
Manning's n	= 0.022	Increments	= 25

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
3.82	15.0	1.23	3.11	3.93	0.022	9.5	101.3	101.40	0.78	0.00

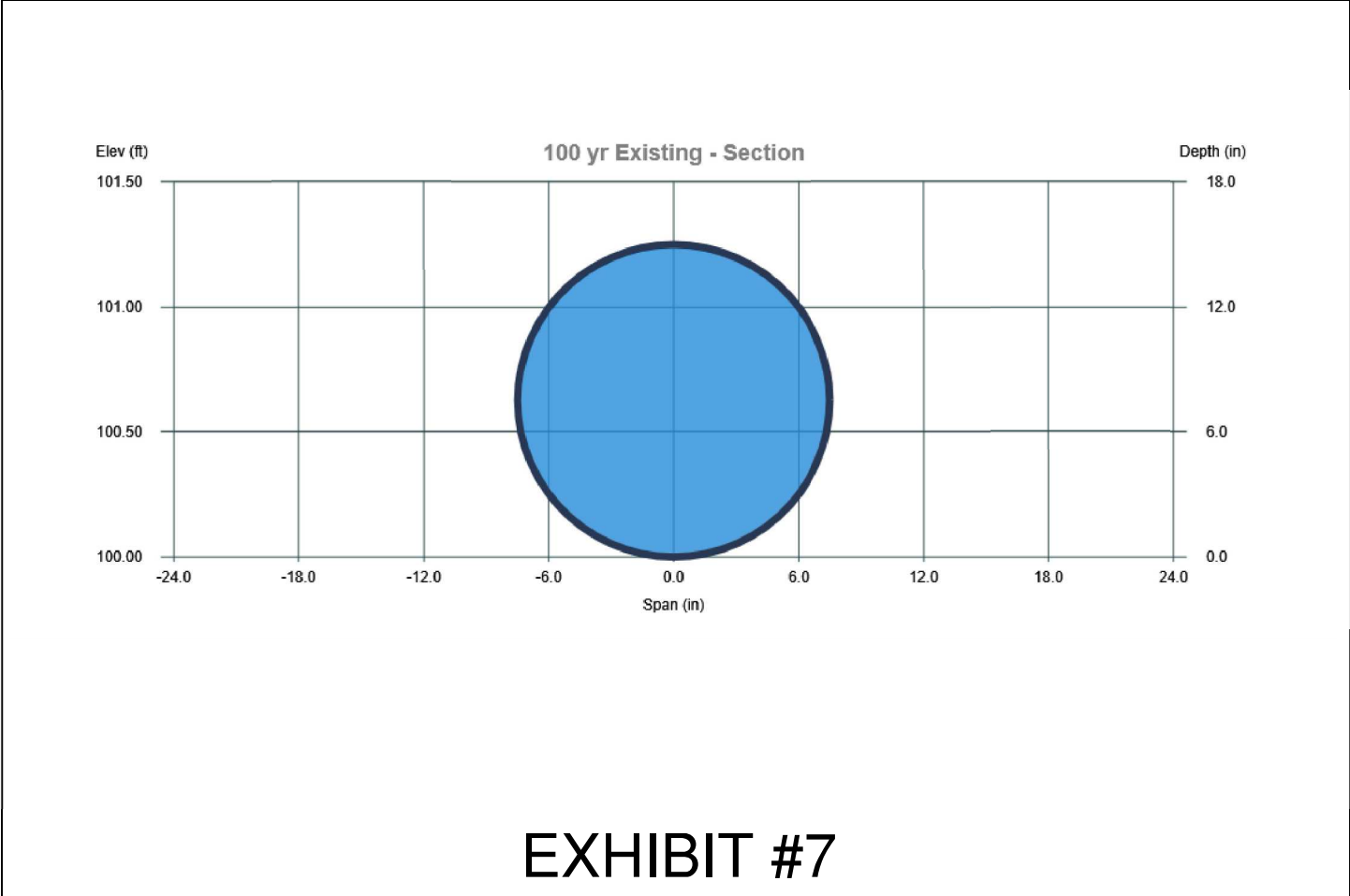


EXHIBIT #7

Drainage Area #1- 10 year

Existing Conditions

Area = 16.6 acres
C= 0.36
L= 1200
S= 9.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 10.9$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 2.00$$

$$T_c = 12.9$$

$$i_{10} = 5.53$$

$$Q = KCiA$$

$$Q = 33.0 \text{ cfs}$$

Developed Conditions

Area = 16.6 acres
C= 0.36
L= 1200
S= 9.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 10.9$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 2.00$$

$$T_c = 12.9$$

$$i_{10} = 5.53$$

$$Q = KCiA$$

$$Q = 33.0 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 16.6 acres
C= 0.36
L= 1300
S= 9.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 10.9$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 2.17$$

$$T_c = 13.0$$

$$i_{100} = 7.80$$

$$Q = KCiA$$

$$Q = 58.3 \text{ cfs}$$

Developed Conditions

Area = 16.6 acres
C= 0.36
L= 1300
S= 9.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 10.9$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 2.17$$

$$T_c = 13.0$$

$$i_{100} = 7.80$$

$$Q = KCiA$$

$$Q = 58.3 \text{ cfs}$$

Drainage Area #2- 10 year

Existing Conditions

Area = 9.7 acres
C= 0.36
L= 980
S= 9.1
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.1$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.63$$

$$T_c = 12.7$$

$$i_{10} = 5.56$$

$$Q = KCiA$$

$$Q = 19.4 \text{ cfs}$$

Developed Conditions

Area = 9.7 acres
C= 0.36
L= 980
S= 9.1
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.1$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.63$$

$$T_c = 12.7$$

$$i_{10} = 5.56$$

$$Q = KCiA$$

$$Q = 19.4 \text{ cfs}$$

Drainage Area #2 - 100 year

Existing Conditions

Area = 9.7 acres
C= 0.36
L= 980
S= 9.1
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < T_c < 15

$$T_i = 11.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < T_c < 60

$$T_t = 1.63$$

$$T_c = 12.7$$

$$i_{100} = 7.88$$

$$Q = KCiA$$

$$Q = 34.4 \text{ cfs}$$

Developed Conditions

Area = 9.7 acres
C= 0.36
L= 980
S= 9.1
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < T_c < 15

$$T_i = 11.1$$

$$i_{100} = 331/(T_c + 30)$$

15 < T_c < 60

$$T_t = 1.63$$

$$T_c = 12.7$$

$$i_{100} = 7.88$$

$$Q = KCiA$$

$$Q = 34.4 \text{ cfs}$$

Drainage Area #3- 10 year

Existing Conditions

Area = 2.2 acres
C= 0.36
L= 400
S= 2.0
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 18.3$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.67$$

$$T_c = 19.0$$

$$i_{10} = 4.63$$

$$Q = KCiA$$

$$Q = 3.7 \text{ cfs}$$

Developed Conditions

Area = 2.2 acres
C= 0.37
L= 400
S= 2.0
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 18.2$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.67$$

$$T_c = 18.8$$

$$i_{10} = 4.65$$

$$Q = KCiA$$

$$Q = 3.8 \text{ cfs}$$

Drainage Area #3 - 100 year

Existing Conditions

Area = 2.2 acres
C= 0.36
L= 400
S= 2.0
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 18.3$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 0.67$$

$$T_c = 19.0$$

$$i_{100} = 6.60$$

$$Q = KCiA$$

$$Q = 6.5 \text{ cfs}$$

Developed Conditions

Area = 2.2 acres
C= 0.37
L= 400
S= 2.0
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 18.2$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 0.67$$

$$T_c = 18.8$$

$$i_{100} = 6.63$$

$$Q = KCiA$$

$$Q = 6.7 \text{ cfs}$$

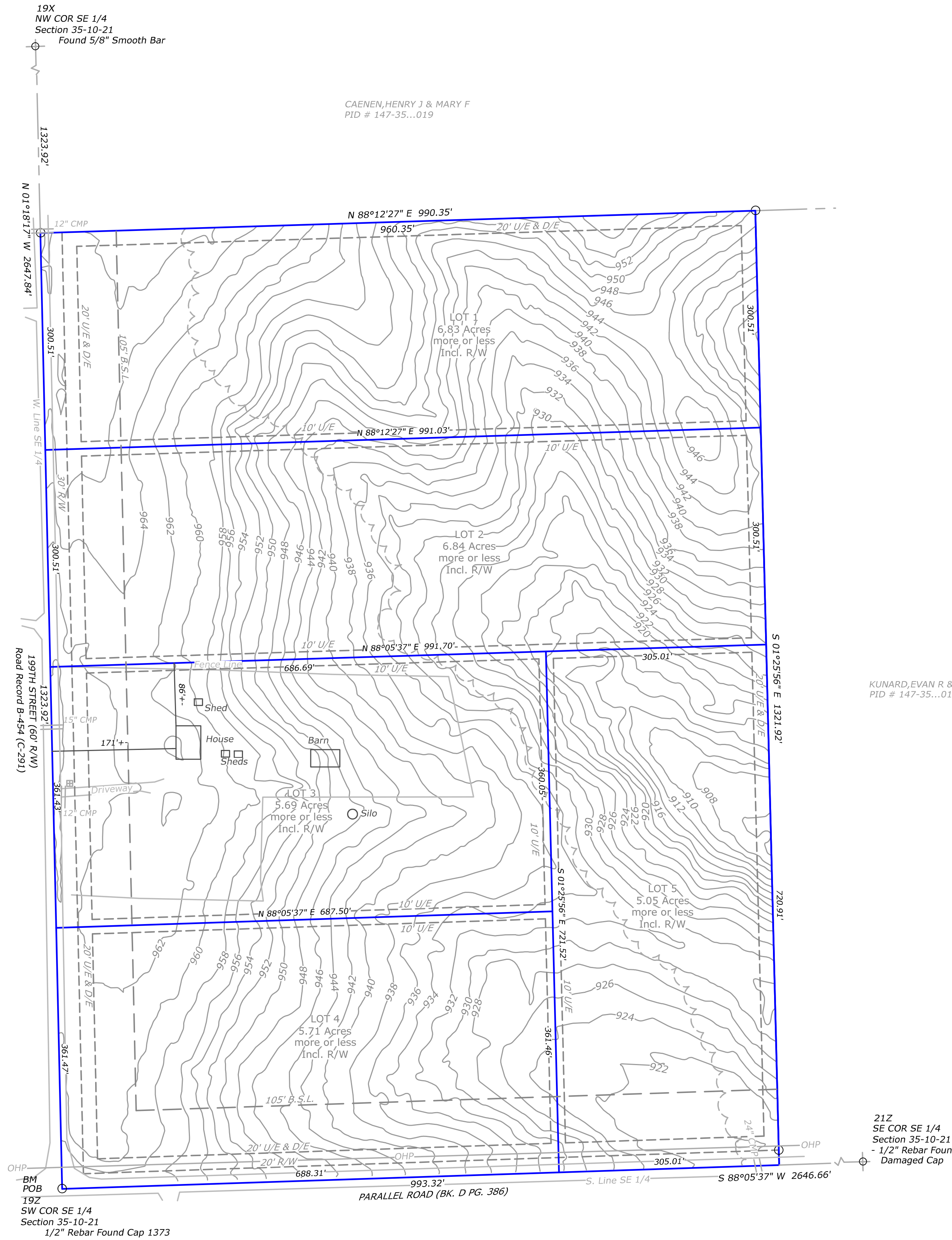
HAINES CORNER FARM 1963

A Minor Subdivision in the Southeast Quarter of Section 35, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:
Charles W. Haines
19678 199th Street
Tonganoxie, KS 66086
PID # 147-35-0-00-018

RECORD DESCRIPTION:
A tract of land in the Southwest Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 11, 2021, and more fully described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North 01 degrees 18'17" West for a distance of 1323.92 feet along the West line of said Southeast Quarter; thence North 88 degrees 12'27" East for a distance of 990.35 feet; thence South 01 degrees 25'56" East for a distance of 1323.92 feet to the South line of said Southeast Quarter; thence South 88 degrees 05'37" West for a distance of 993.32 feet along said South line to the point of beginning. Together with and subject to covenants, easements and restrictions of record. Said property contains 30.12 acres, more or less. Error of Closure - 1 : 456974

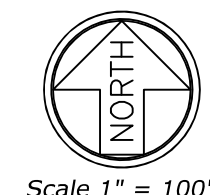


- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
 - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
 - 3) Erosion and sediment control measures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

ZONING:
RR 5 - Rural Residential 5

- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS 5PC North Zone 1501
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
 - 9) Benchmark - NAVD88 SW Corner SE Quarter - Elevation - 851.8'
 - 10) Easements, if any, are created hereon or listed in referenced title commitment.
 - 11) Reference Recorded Deed Document Number 2021R06367
 - 12) Utility Companies -
- Water - RWD 9
- Electric - FREE STATE
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
 - 13) Reference Lawyer's Title of Kansas, Inc., Case Number 43341 updated August 23, 2021
 - 14) Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 2010C0225G dated July 16, 2015
 - 15) Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
 - 16) Distances to and of structures, if any, are +- 1'.
 - 17) Easements as per referenced Title Commitment are shown hereon
 - 18) Fence Lines do not necessarily denote the boundary line for the property.
 - 19) Reference Surveys:
Recorded Plat of WAITLEY FARMS Doc # 2012P00009 (JAH) - J.A.Herring Survey Doc. 2013S008, 2013S018, 2020S081, 2021S020, 2021S021, 2021S057 (RBD) - R.B.Dill Survey Doc. 2012S017

- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base to be Set around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement dedicated this plat
 - ⊕ - Centerline
 - ⊙ - Section Line
 - BM - Benchmark
 - ⊙ - Power Pole
 - X - Fence Line
 - OHP - Overhead Power Lines
 - T - Underground Telephone/Fiber Optic Line
 - ⊕ - Gas Valve
 - ⊕ - Water Meter/Valve
 - ⊕ - Telephone Pedestal
 - W - 6" Water Line - location as per district
 - ~ - Tree/Brush Line

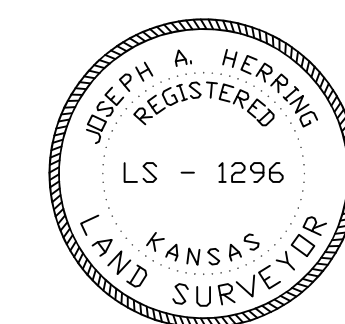
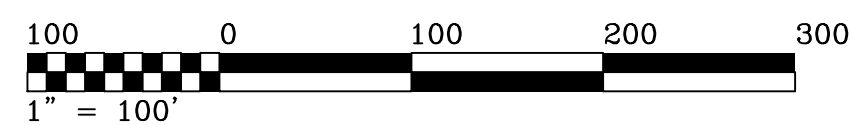


Scale 1" = 100'

Job # K-20-1408 PLAT
August 23, 2021 Rev. 10/13/21



315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@herringinc.com



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

Joseph A. Herring
PS # 1296

HAINES CORNER FARM 1963

A Minor Subdivision in the Southeast Quarter of Section 35, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
 Charles W. Haines
 19678 199th Street
 Tonganoxie, KS 66086
 PID # 147-35-0-00-018

PROPERTY DESCRIPTION:
 A tract of land in the Southwest Quarter of the Southeast Quarter of Section 35, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on June 11, 2021, and more fully described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North 01 degrees 18'17" West for a distance of 1323.92 feet along the West line of said Southeast Quarter; thence North 88 degrees 12'27" East for a distance of 990.35 feet; thence South 01 degrees 25'56" East for a distance of 1321.92 feet to the South line of said Southeast Quarter; thence South 88 degrees 05'37" West for a distance of 993.32 feet along said South line to the point of beginning.
 Together with and subject to covenants, easements and restrictions of record. Said property contains 30.12 acres, more or less.
 Error of Closure - 1 : 456974

CERTIFICATION AND DEDICATION
 The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: HAINES CORNER FARM 1963.

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

IN TESTIMONY WHEREOF,
 We, the undersigned owners of HAINES CORNER FARM 1963, have set our hands this _____ day of _____, 2021.

Charles W. Haines

NOTARY CERTIFICATE:
 Be it remembered that on this _____ day of _____, 2021, before me, a notary public in and for said County and State came Charles W. Haines, a single person, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
 My Commission Expires: _____ (seal)

APPROVALS
 We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of HAINES CORNER FARM 1963 this _____ day of _____, 2021.

Secretary: Krystal A. Voth
 Chairman: Steven Rosenthal

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

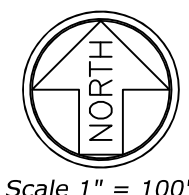
County Engineer -

COUNTY COMMISSION APPROVAL:
 We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of HAINES CORNER FARM 1963, this _____ day of _____, 2021.

Chairman: Michael Smith
 County Clerk: Janet Klasinski

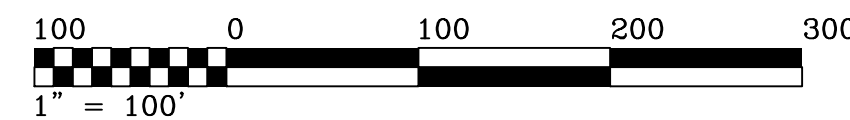
REGISTER OF DEED CERTIFICATE:
 Filed for Record as Document No. _____ on this _____ day of _____, 2021 at _____ o'clock _____ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn



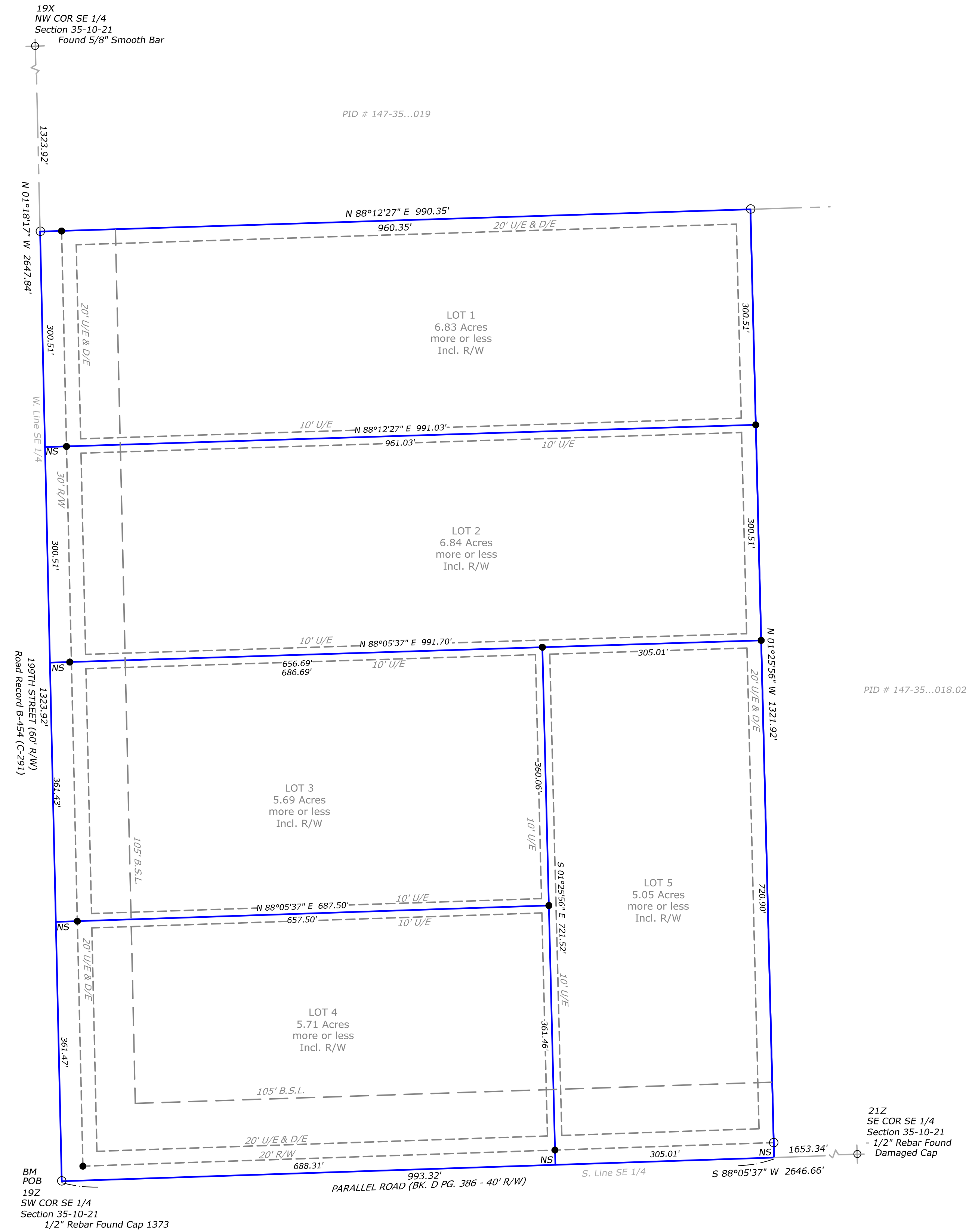
Scale 1" = 100'

Job # K-20-1408 PLAT
 August 23, 2021 Rev. 9/24/21



I hereby certify this plat meets the requirements of KSA-58-2005. The face of this plat was reviewed based on Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for surveying information only.

Michael J. Bogina, KS PS-1655
 Leavenworth County Survey Reviewer

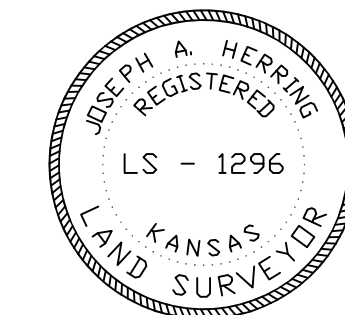


RESTRICTIONS:
 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
 3) Erosion and sediment control measures shall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

ZONING:
 RR 5 - Rural Residential 5

- NOTES:**
- This survey does not show ownership.
 - All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - All recorded and measured distances are the same, unless otherwise noted.
 - Error of Closure - See Error of Closure Calculations
 - Basis of Bearing - KS SPC North Zone 1501
 - South Line Southeast Quarter
 - Monument Origin Unknown, unless otherwise noted.
 - Proposed Lots for Residential Use.
 - Road Record - See Survey
 - Benchmark - NAVD88 SW Corner SE Quarter - Elevation - 851.8'
 - Easements, if any, are created hereon or listed in referenced title commitment.
 - Reference Recorded Deed Document Number 2021R06367
 - Utility Companies -
 - Water - RWD 9
 - Electric - FREE STATE
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - Reference Lawyer's Title of Kansas, Inc., Case Number 43341 updated August 23, 2021
 - Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 20103C0225G dated July 16, 2015
 - Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - Distances to and of structures, if any, are +- 1'.
 - Easements as per referenced Title Commitment are shown hereon
 - Fence Lines do not necessarily denote the boundary line for the property.
 - Reference Surveys:
 Recorded Plat of WAITLEY FARMS Doc # 2012P00009 (JAH) - J.A.Herring Survey Doc. 2013S008, 2013018, 2020S081, 2021S020, 2021S021, 2021S057 (RBD) - R.B.Dill Survey Doc. 2012S017

- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base to be Set around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement dedicated this plat
 - ⊕ - Centerline
 - § - Section Line
 - BM - Benchmark



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

Joseph A. Herring
 PS # 1296

*****CONSENT AGENDA*****

**Leavenworth County
Request for Board Action
Case No. DEV-21-140/141
Preliminary & Final Plat Kitty Hawk Estates**

Date: November 24, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a seven lot subdivision. The proposed lots range in size from 5.01 acres to 14.38 acres.

Analysis: The applicant is requesting approval of a seven-lot subdivision for a parcel of land located at the intersection of Stillwell Road and 180th Street. The seven lots will access off of both 180th Street and Stillwell Road. An existing house will be located on Lot 3. Currently, the properties do not have access to a water line but are large enough to establish wells. The lots meet the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Recommendation: The Planning Commission voted 7-0 (2 absence) to recommend approval of Case No.DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates subject to conditions.

Alternatives:

1. Approve Case No.DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

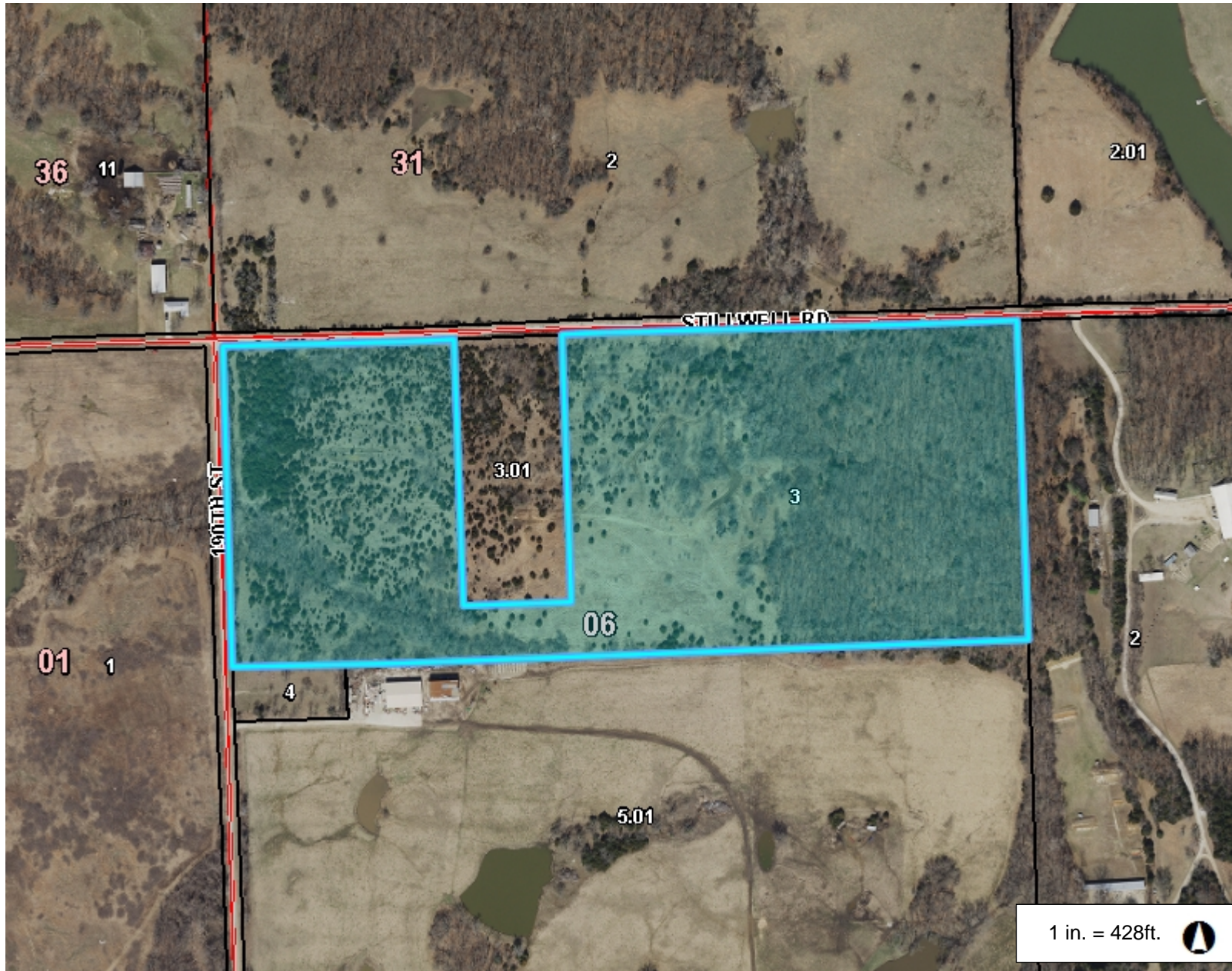
Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

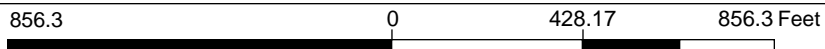
DEV-21-140 & 141 Kitty Hawk Estates



Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
 - <all other values>
 - 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary
- Special Development District
 - SDD Area 1
 - SDD Area 2

1 in. = 428ft.



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

Notes

*****Consent Agenda*****
Case No. DEV-21-140/141
Kitty Hawk Estates
Preliminary and Final Plat

Staff Report – Board of County Commissioners

November 24, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Gerald P. & Sarah Anne St. Peter
16985 Evans Rd
Basehor, KS 66007

Agent: Herring Surveying Company
Joe Herring
315 N 5th Street
Leavenworth, KS 66048

Legal Description: A tract of land in the North Fifty (50) acres of the Fractional NW ¼ of Section 6, Township 12 South, Range 22 East of the 6th P.M, in Leavenworth County, Kansas.

Property Site: 18749 Stillwell Rd & 00000 Stillwell Rd

Parcel Size: ± 50 acres

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

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

Parcel ID No.: 233-06-0-00-00-003.00 & 233-06-0-00-00-003.01

Planner: Amy Allison

REPORT:

Planning Commission Recommendation

The Planning Commission voted 7-0 (2 absences) to recommend approval of DEV-21-140/141 Kitty Hawk Estates, with the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. David Rinaldi – Rural Water District 7, September 14, 2021
 - b. Mike Bogina – Olsson, November 3, 2021
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required if necessary infrastructure is available.
6. A driveway easement will be established on Lot 4 for access to Lot 3.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Request

The applicant is requesting a Preliminary and Final Plat for a seven (7) lot subdivision.

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0325G July 16, 2015.

Utilities/Services

Sewer: Private septic system

Fire: Sherman FD

Water: RWD #7

Electric: Evergy

Access/Streets

The property is accessed by Stillwell Road and 190th Street. Stillwell Road is a County Local with a gravel surface ± 13' wide. 190th Street is a County Local road with a gravel surface ± 10' wide.

Agency Comments

See attached comments – Email – Lauren Anderson – Public Works, October 14, 2021 and November 1, 2021

See attached comments – Email – Mike Bogina – Olsson, November 3, 2021

See attached comments – Email – David Rinaldi – Rural Water District 7, September 14, 2021

Findings

1. The proposed subdivision is consistent with the zoning district of RR 5; Rural Residential Zoning 5 acre minimum size parcels and meets the lot-depth to lot-width ratio of 3.5:1 or 4:1, have the minimum frontage of 300', Minimum lot size of 5 acres.
2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.
3. At time of development, fire hydrants shall be required if necessary infrastructure is available.
4. A driveway easement will need to be created on Lot 4 to serve a driveway leading to Lot 3.
5. The proposed subdivision is in accordance with the Comprehensive Plan.

Subdivision Classification

This is classified as a Class "C" Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class "C" Subdivision is any subdivision in which all the lots lie within the Rural Growth Area of Leavenworth County.

Staff is supportive of a waiver of the requirement to connect to a sanitary system as sanitary sewers are not located within 660' of the subdivision (See Finding #2).

Staff Comments

The applicant is requesting the approval of a seven (7) lot subdivision located to the southeast of the Stillwell Rd and 180th Street intersection. The zoning of the property and the immediate area is RR-5 with a portion of the lot to the north being zoned I-2. The property currently consists of two parcels with a single-family residence. The house will be located on Lot 3 once the application has been approved.

The lots will range in size from 5.01 acres to 14.38 acres. All lots will meet the minimum zoning & subdivision standards.

Staff is supportive of the request as proposed and recommends approval of the development.

ACTION OPTIONS:

1. Approve Case No.DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-140/141, Preliminary and Final Plat for Kitty Hawk Estates, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Aerial Map
Memorandums
Drainage Report
Preliminary and Final Plat

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Thursday, October 14, 2021 8:55 AM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: RE: Outstanding Items for Tomorrow's PC meeting

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.

Amy,
Lauren and I have reviewed the FP with no further comments.

Thanks,

Mitch Pleak

From: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Sent: Tuesday, October 12, 2021 4:38 PM
To: Michael Bogina <mjbogina@olsson.com>; Mitch Pleak <mpleak@olsson.com>
Subject: FW: Outstanding Items for Tomorrow's PC meeting

Please see the attached final plat for review for Kitty Hawk. Mike, I believe you have a final and preliminary plat on your review list from last Friday, please replace with this.

Thanks,
Lauren

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, October 12, 2021 4:33 PM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: RE: Outstanding Items for Tomorrow's PC meeting

Just got the Kitty Hawk revised final with the comment. Nope on the drainage report.

Amy

From: Anderson, Lauren
Sent: Tuesday, October 12, 2021 4:28 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: RE: Outstanding Items for Tomorrow's PC meeting

Amy,

Please see the updated status below.

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, October 12, 2021 4:05 PM

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Monday, November 1, 2021 3:58 PM
To: Allison, Amy; Gentzler, Joshua
Cc: Anderson, Lauren; Noll, Bill; 019-2831
Subject: RE: FW: Kitty Hawk Drainage Comments

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.

Amy,
I have reviewed the revised report with no further comments.

Thanks,

Mitch Pleak

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Wednesday, October 27, 2021 6:42 PM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: FW: FW: Kitty Hawk Drainage Comments

From: David Lutgen <dlutgen72@gmail.com>
Sent: Wednesday, October 27, 2021 5:33 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Joe Herring <herringsurveying@outlook.com>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>; Sloop, Stephanie <SSloop@leavenworthcounty.gov>
Subject: Re: FW: Kitty Hawk Drainage Comments

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,

Updated report is attached.

Thanks

David Lutgen

On Wed, Oct 27, 2021 at 4:46 PM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Joe and David,

Please see the below comments for the Kitty Hawk Drainage Report.

Summary of Comments on Kitty Hawk FINAL Review - Copy 24x36LS

Page: 1

☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 11/3/2021 1:01:08 PM

[Add recording information for Access Easement](#)

Allison, Amy

From: jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>
Sent: Friday, September 3, 2021 1:54 PM
To: Allison, Amy; Magaha, Chuck; Miller, Jamie; Thorne, Eric; Van Parys, David; 'mpleak@olsson.com'; Anderson, Lauren; 'stfrchief@yahoo.com'; 'Tyler.Rebel@westarenergy.com'
Cc: Sloop, Stephanie; Gentzler, Joshua
Subject: RE: DEV-21-140 & 141 Preliminary and Final Plat – Kitty Hawk Estates

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.

LVRWD7 has no facilities in place to service these lots. A system extension would be required to be completed to bring facilities to this property to serve it.

David Rinaldi
General Manager
LVRWD#7

Jalayne Turner

Office Manager
LVRWD#7
2451 S. 142nd St.
P O Box 257
Bonner Springs, KS 66012
913-441-1205 Office
jalayne@leavenworthrwd7.com email
www.lvrwd7.com website

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Friday, September 3, 2021 11:02 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'mpleak@olsson.com' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'stfrchief@yahoo.com' <stfrchief@yahoo.com>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; jalayne leavenworthrwd7.com <jalayne@leavenworthrwd7.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-140 & 141 Preliminary and Final Plat – Kitty Hawk Estates

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Kitty Hawk Estates located at 18749 Stillwell Rd, Linwood, KS (233-06-0-00-00-003.00 & 233-06-0-00-00-003.01). The applicant proposes to plat 8 lots. The property is zoned RR-5.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, September 9, 2021.

Kitty Hawk Estates
Leavenworth County Kansas
Drainage Report

August 21, 2021

Revised October 13, 2021

Revised October 25, 2021

Revised October 27, 2021



Parcel Information - The 50.6-acre (+/-) parcel is located at the south east corner of Stillwell Road and 190th Street in Leavenworth County KS. The property is zoned RR 5.0.

Existing Conditions – The majority of the property is heavily wooded. There is an open area, approx. 5.5 acres, on the south side. There is a home under construction on Lot 3 and a driveway that crosses Lot 3 thru Lot 6. The home and driveway are included in the c value calculations for DA #1 and DA #2. The site can be divided into three drainage areas as shown on exhibit #1.

A composite c value was calculated for the drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and existing land use, see Exhibits #2, #3, and #4.

Existing	c value	Acres in each Drainage Area		
		DA #1	DA #2	DA #3
Wooded	0.35	12.00	12.00	2.40
Pasture	0.36	11.74	12.09	0.00
Impervious	0.90	0.16	0.00	0.00
Gravel	0.50	0.00	0.21	0.00
Composite c		0.36	0.36	0.35

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Pasture Acres} * 0.36 + \text{Impervious Acres} * 0.90 + \text{Gravel Acres} * 0.50)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create eight residential building lots. The new homes are assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage areas as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2, #3, and #4. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the new building lots. This impervious area will account for the driveway, house footprint, and outbuilding. It is assumed that two acres of each lot will be maintained as a grass lawn. A composite c value for the drainage area was calculated as shown below. DA #2 includes additional impervious area for the future driveways to the homes on Lots 4 and 5. The existing driveway will remain and is included in DA #2’s calculation.

Developed	Acres in each Drainage Area				
	c value	DA #1	DA #2	DA #3	
Wooded	0.35	6.50	9.49	0.17	
Pasture	0.36	6.32	10.00	0.00	
Gravel	0.50	0.00	0.21	0.00	
Impervious	0.90	1.08	0.60	0.23	
Grass	0.30	10.00	4.00	2.00	
Composite c		0.36	0.36	0.36	

composite c =
$$\frac{(\text{Wooded Acres} * 0.35 + \text{Pasture Acres} * 0.36 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.30)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following tables. Calculations for the storm water runoff are included with the report.

DA #1

	Q10 cfs	Q100 cfs
Existing	45.5	80.8
Developed	45.5	80.8
Change	0%	0%

DA #2

	Q10 cfs	Q100 cfs
Existing	48.0	85.0
Developed	48.0	85.0
Change	0%	0%

DA #3

	Q10 cfs	Q100 cfs
Existing	4.7	8.3
Developed	4.9	8.6
Change	4%	4%

The change in land use results in no increase in runoff from DA #1 and DA #2. There is a small increase in runoff from DA #3.

Culvert Capacity – The County requested verification that the existing culvert in DA #3 has capacity for the increase in runoff from the drainage area. The drainage area to the culvert is shown on exhibit #5. A composite c value was calculated for the existing and developed condition in the same manner as calculated for each drainage area.

Existing		Acres in each Drainage Area			
	c value	To Culvert			
Wooded	0.35	6.58			
Pasture	0.36	0.36			
Crops	0.60	0.00			
Gravel Drive	0.50	0.20			
Impervious	0.90	0.04			
Grass	0.30	0.00			
Composite c		0.36			

Developed		Acres in each Drainage Area			
	c value	To Culvert			
Wooded	0.35	4.33			
Pasture	0.36	0.36			
Crops	0.60	0.00			
Gravel Drive	0.50	0.20			
Impervious	0.90	0.27			
Grass	0.30	2.00			
Composite c		0.36			

The storm water runoff to the culvert for existing and developed conditions is summarized in the following table.

To Culvert		
	Q10 cfs	Q100 cfs
Existing	14.2	25.2
Developed	14.4	25.5
Change	1%	1%

The existing culvert has capacity for the increased runoff, see exhibits #6 - #9. The depth in the culvert will increase 0.10-in for both the 10-year and 100-year storm events.

Conclusion – The change in land use for this parcel of ground results in no change in runoff from two drainage areas and a minor increase in runoff depth from drainage area #3.

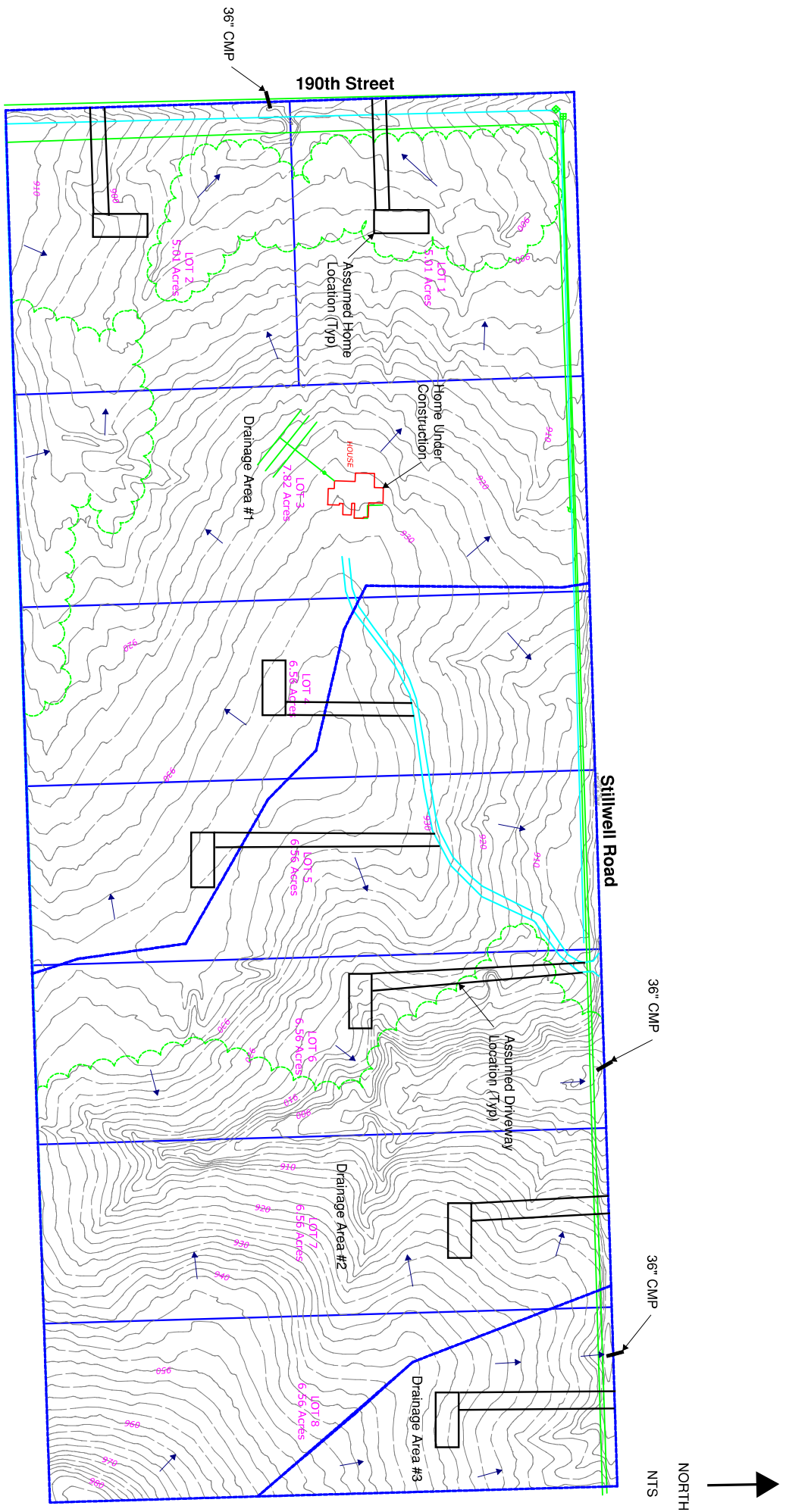


Exhibit #1

TABLE 1 Values of Runoff Coefficient C

URBAN AREAS:	
Type of drainage area	Runoff coefficient C
Lawns:	0.05 - 0.10
Sandy soil, flat 2%	0.10 - 0.15
Sandy soil, average, 2 - 7%	0.15 - 0.20
Sandy soil, steep, 7%	0.13-0.17
Heavy soil, flat, 2%	0.18 - 0.22
Heavy soil, average, 2 - 7%	0.25 - 0.35
Heavy soil, steep, 7%	
Business:	0.70 - 0.95
Downtown areas Neighborhood areas	0.50.0.70
Residential:	0.30 - 0.50
Single-family areas	0.40 - 0.60
Multi units, detached Multi units,	0.60 - 0.75
attached Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.35
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Streets:	0.70 - 0.95
Asphaltic	0.80 - 0.95
Concrete	0.70 - 0.85
Brick	
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95

AGRICULTURAL AREAS:

Topography and Vegetation	Runoff Coefficient C Soil Texture		
	Soil Texture		
	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland			
Flat 0 - 5% Slope	0.10	0.30	0.40
Rolling 5 - 10% Slope	0.25	0.35	0.50
Hilly 10 - 30% Slope	0.30	0.50	0.60
Pasture			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Source - Natural Resources Conservation Service (NRCS) US Department of Agriculture (USDA) Peak Discharge Course
https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1083019.pdf

Exhibit #2

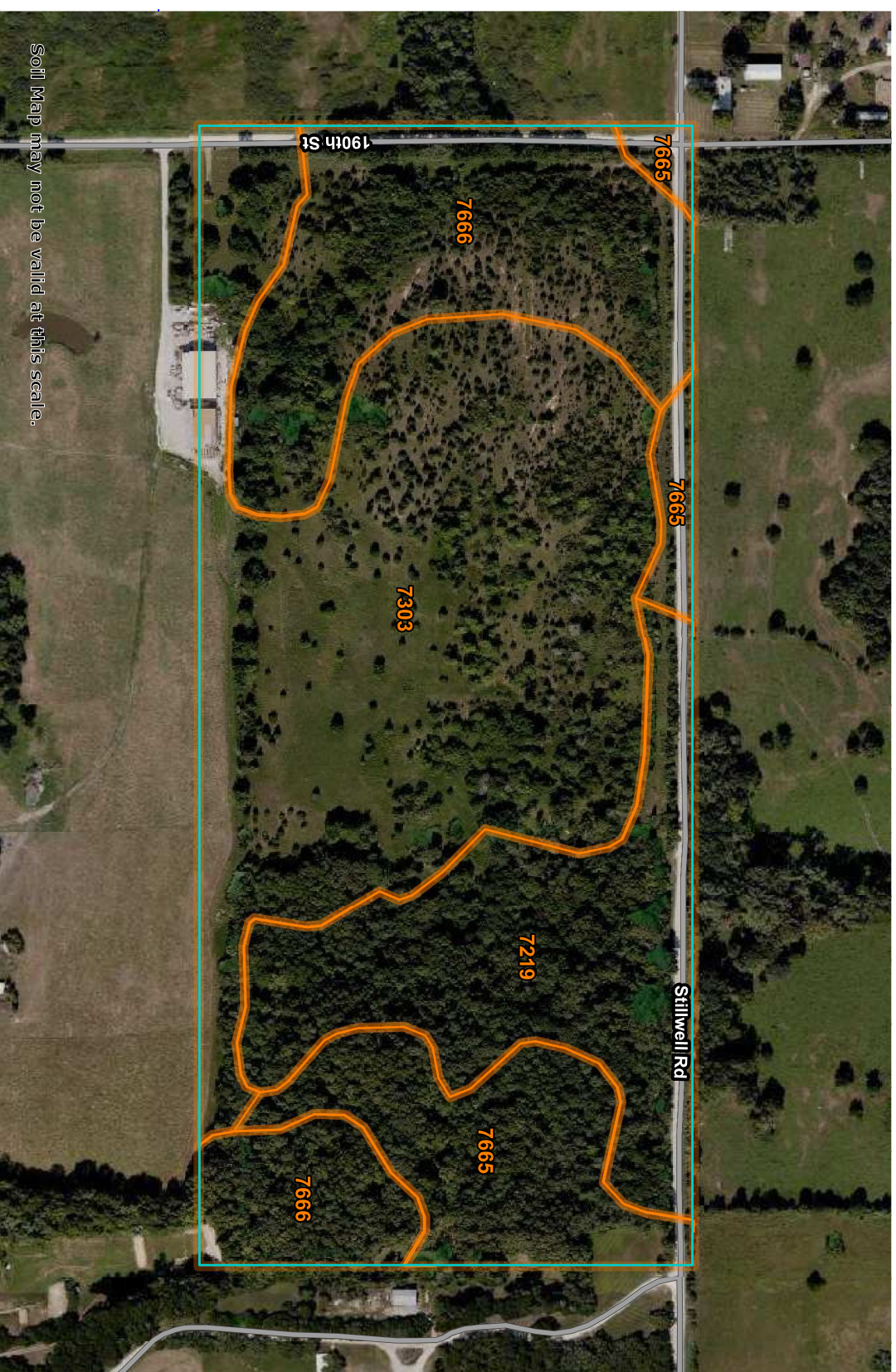
Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

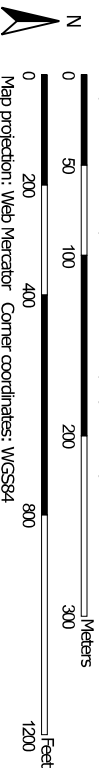
From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov



Soil Map may not be valid at this scale.

Map Scale: 1:4,190 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

USDA
Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Map Unit Symbol	Map Unit Name
7219	Baselor-Elmont complex, 5 to 30 percent slopes
7303	Martin silty clay loam, 3 to 7 percent slopes, eroded
7665	Virland-Stibleyville complex, 3 to 7 percent slopes
7666	Virland-Stibleyville complex, 7 to 15 percent slopes

Exhibit #4

Leavenworth County, KS



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⋮ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- + Railroad
- Contour
- Section
- ▭ Section Boundaries
- ▭ County Boundary

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Channel Report

10 yr Existing

Channel 1

CIRCULAR PIPE

Diameter = 36.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 14.20 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
14.20	15.0	2.79	5.09	4.21	0.022	14.5	101.3	101.65	0.78	2.96

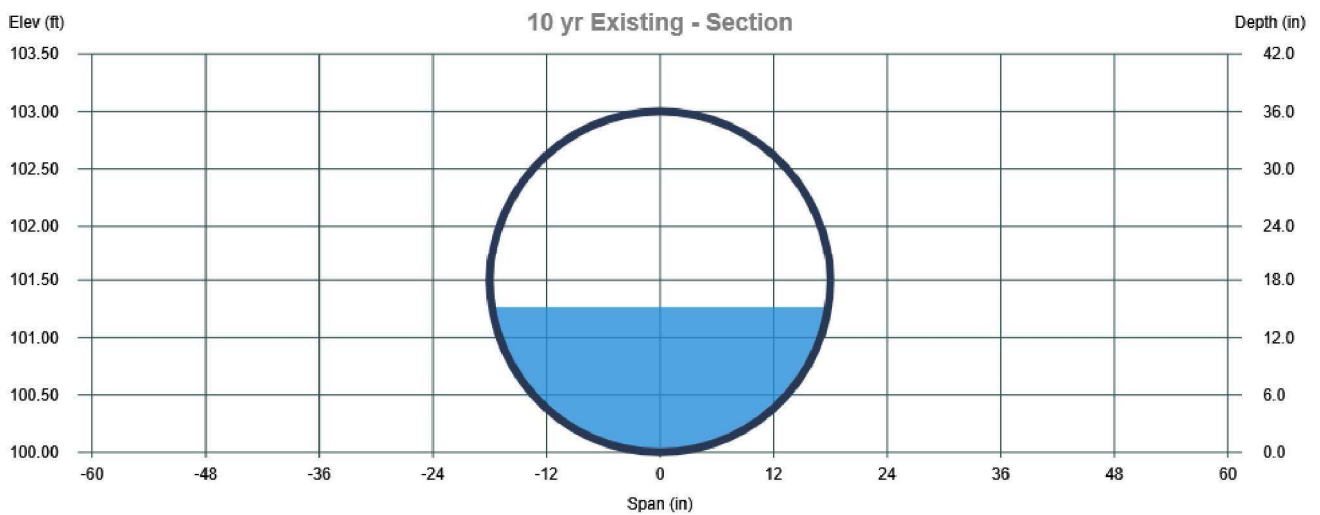


Exhibit #6

Channel Report

10 yr Developed

Channel 2

CIRCULAR PIPE

Diameter = 36.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 14.40 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
14.40	15.1	2.82	5.11	4.23	0.022	14.5	101.3	101.67	0.79	2.96

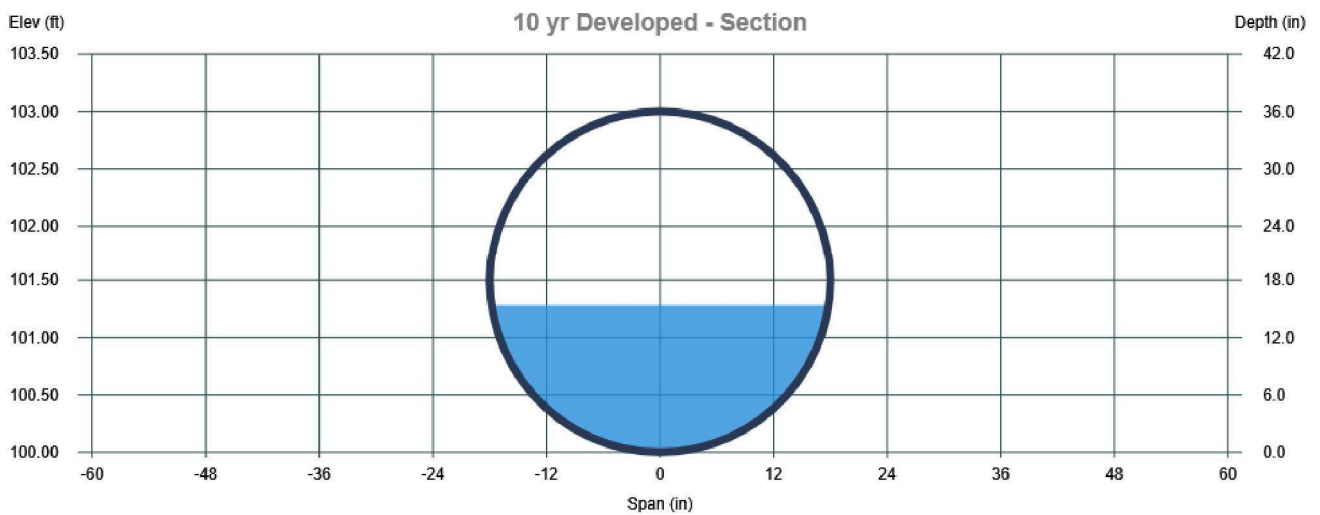


Exhibit # 7

Channel Report

100 yr Existing

Channel 3

CIRCULAR PIPE

Diameter = 36.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 25.20 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
25.20	21.0	4.28	5.89	5.21	0.022	19.6	101.8	102.29	1.09	2.96

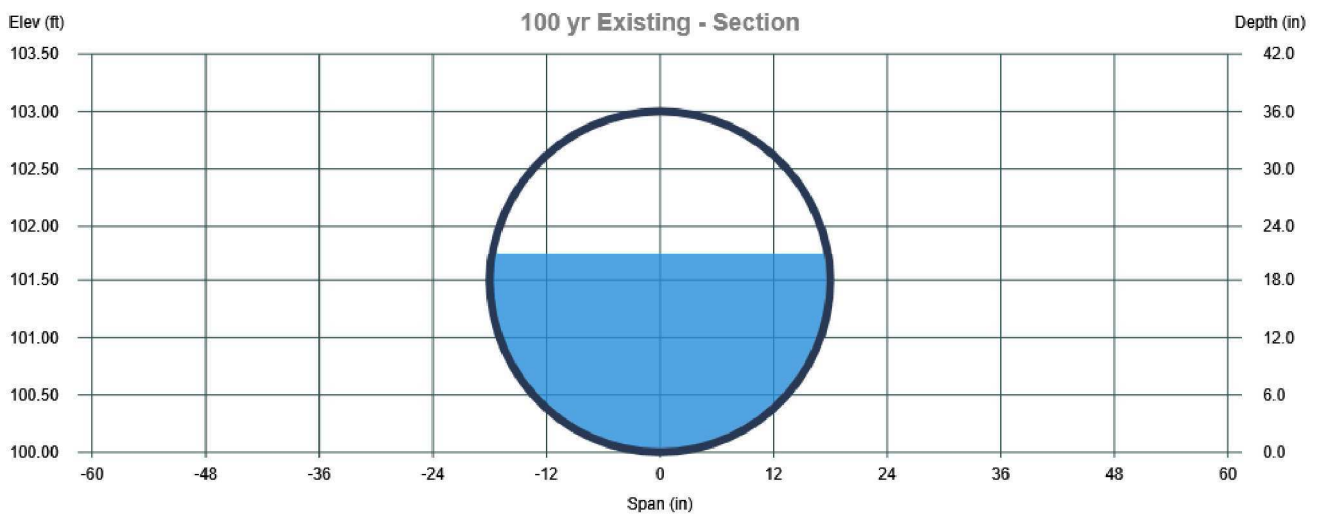


Exhibit # 8

Channel Report

100 yr Developed

Channel 4

CIRCULAR PIPE

Diameter = 36.0 in
 Invert Elevation = 100.00 ft
 Pipe Slope = 1.000 %
 Manning's n = 0.022

DISCHARGE

Method = Known Q
 Known Q = 25.50 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(in)	(sqft)	(ft/s)	(ft)		(in)	(ft)	(ft)	(lb/sqft)	(ft)
25.50	21.1	4.31	5.92	5.24	0.022	19.7	101.8	102.30	1.10	2.95

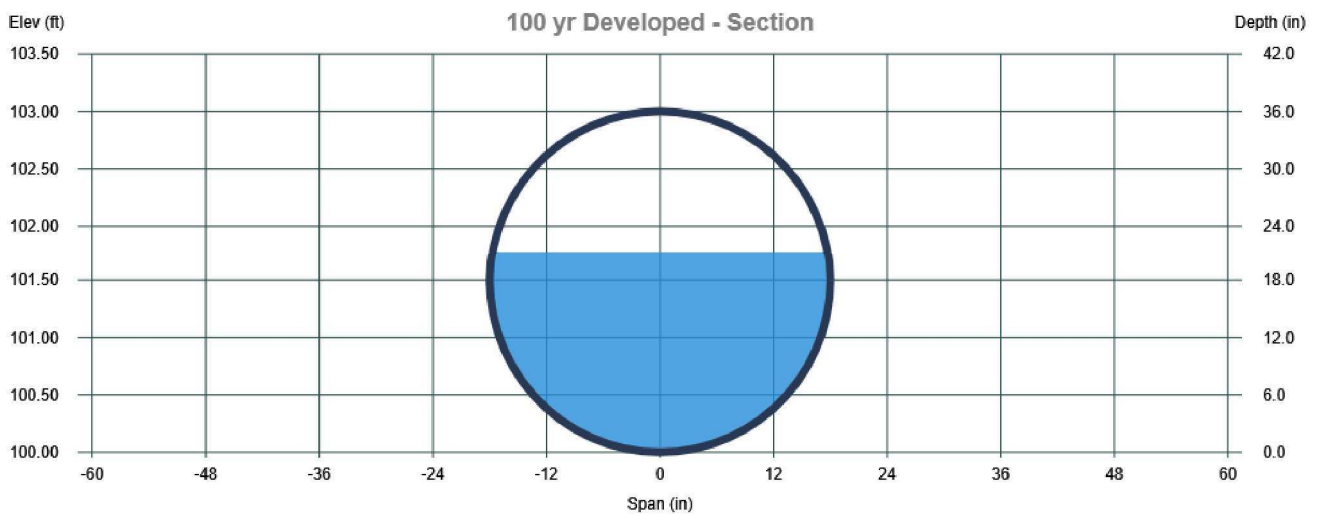


Exhibit #9

Drainage Area #1- 10 year

Existing Conditions

Area = 23.9 acres
C= 0.36
L= 1550
S= 7.7
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.7$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 2.58$$

$$T_c = 14.3$$

$$i_{10} = 5.29$$

$$Q = KCiA$$

$$Q = 45.5 \text{ cfs}$$

Developed Conditions

Area = 23.9 acres
C= 0.36
L= 1550
S= 7.7
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.7$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 2.58$$

$$T_c = 14.3$$

$$i_{10} = 5.29$$

$$Q = KCiA$$

$$Q = 45.5 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 23.9 acres
C= 0.36
L= 1550
S= 7.7
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.7$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 2.58$$

$$T_c = 14.3$$

$$i_{100} = 7.51$$

$$Q = KCiA$$

$$Q = 80.8 \text{ cfs}$$

Developed Conditions

Area = 23.9 acres
C= 0.36
L= 1550
S= 7.7
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.7$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 2.58$$

$$T_c = 14.3$$

$$i_{100} = 7.51$$

$$Q = KCiA$$

$$Q = 80.8 \text{ cfs}$$

Drainage Area #2- 10 year

Existing Conditions

Area = 24.3 acres
C= 0.36
L= 950
S= 8.0
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.5$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.58$$

$$T_c = 13.1$$

$$i_{10} = 5.48$$

$$Q = KCiA$$

$$Q = 48.0 \text{ cfs}$$

Developed Conditions

Area = 24.3 acres
C= 0.36
L= 950
S= 8.0
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.5$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.58$$

$$T_c = 13.1$$

$$i_{10} = 5.48$$

$$Q = KCiA$$

$$Q = 48.0 \text{ cfs}$$

Drainage Area #2 - 100 year

Existing Conditions

Area = 24.3 acres
C= 0.36
L= 950
S= 8.0
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.5$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 1.58$$

$$T_c = 13.1$$

$$i_{100} = 7.78$$

$$Q = KCiA$$

$$Q = 85.0 \text{ cfs}$$

Developed Conditions

Area = 24.3 acres
C= 0.36
L= 950
S= 8.0
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{max} = 300$$

$$i_{100} = 256/(T_c + 19.8) \quad 5 < T_c < 15$$

$$T_i = 11.5$$

$$i_{100} = 331/(T_c + 30) \quad 15 < T_c < 60$$

$$T_t = 1.58$$

$$T_c = 13.1$$

$$i_{100} = 7.78$$

$$Q = KCiA$$

$$Q = 85.0 \text{ cfs}$$

Drainage Area #3- 10 year

Existing Conditions

Area = 2.4 acres
C= 0.35
L= 630
S= 8.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8)$$

5 < T_c < 15

$$T_i = 11.4$$

$$T_i = 11.4$$

$$i_{10} = 214/(T_c + 26.7)$$

15 < T_c < 60

$$L = 630$$

$$S = 8.6$$

$$T_t = 1.05$$

$$T_c = 12.5$$

$$i_{10} = 5.60$$

$$Q = KCiA$$

$$Q = 4.7 \text{ cfs}$$

Developed Conditions

Area = 2.4 acres
C= 0.36
L= 630
S= 8.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8)$$

5 < T_c < 15

$$T_i = 11.2$$

$$T_i = 11.2$$

$$i_{10} = 214/(T_c + 26.7)$$

15 < T_c < 60

$$L = 630$$

$$S = 8.6$$

$$T_t = 1.05$$

$$T_c = 12.3$$

$$i_{10} = 5.63$$

$$Q = KCiA$$

$$Q = 4.9 \text{ cfs}$$

Drainage Area #3 - 100 year

Existing Conditions

Area = 2.4 acres
C= 0.35
L= 630
S= 8.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

$$5 < T_c < 15$$

$$C = 0.35$$

$$T_i = 11.4$$

$$i_{100} = 331/(T_c + 30)$$

$$15 < T_c < 60$$

$$L = 630$$

$$S = 8.6$$

$$T_t = 1.05$$

$$T_c = 12.5$$

$$i_{100} = 7.93$$

$$Q = KCiA$$

$$Q = 8.3 \text{ cfs}$$

Developed Conditions

Area = 2.4 acres
C= 0.36
L= 630
S= 8.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

$$5 < T_c < 15$$

$$C = 0.36$$

$$T_i = 11.2$$

$$i_{100} = 331/(T_c + 30)$$

$$15 < T_c < 60$$

$$L = 630$$

$$S = 8.6$$

$$T_t = 1.05$$

$$T_c = 12.3$$

$$i_{100} = 7.98$$

$$Q = KCiA$$

$$Q = 8.6 \text{ cfs}$$

Drainage Area - To Culvert

Existing Conditions

Area = 7.18 acres
C= 0.36
L= 900
S= 8.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.3$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.50$$

$$T_c = 12.8$$

$$i_{10} = 5.54$$

$$Q = KCiA$$

$$Q = 14.2 \text{ cfs}$$

Developed Conditions

Area = 7.18 acres
C= 0.36
L= 900
S= 8.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 11.2$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 1.50$$

$$T_c = 12.7$$

$$i_{10} = 5.55$$

$$Q = KCiA$$

$$Q = 14.4 \text{ cfs}$$

Drainage Area -To Culvert

Existing Conditions

Area = 7.18 acres
C= 0.36
L= 900
S= 8.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

$$5 < T_c < 15$$

$$C = 0.36$$

$$T_i = 11.3$$

$$i_{100} = 331/(T_c + 30)$$

$$15 < T_c < 60$$

$$L = 900$$

$$S = 8.6$$

$$T_t = 1.50$$

$$T_c = 12.8$$

$$i_{100} = 7.85$$

$$Q = KCiA$$

$$Q = 25.2 \text{ cfs}$$

Developed Conditions

Area = 7.18 acres
C= 0.36
L= 900
S= 8.6
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

$$5 < T_c < 15$$

$$C = 0.36$$

$$T_i = 11.2$$

$$i_{100} = 331/(T_c + 30)$$

$$15 < T_c < 60$$

$$L = 900$$

$$S = 8.6$$

$$T_t = 1.50$$

$$T_c = 12.7$$

$$i_{100} = 7.87$$

$$Q = KCiA$$

$$Q = 25.5 \text{ cfs}$$

KITTY HAWK ESTATES

A Minor Subdivision in the Fractional Northwest Quarter of Section 6, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

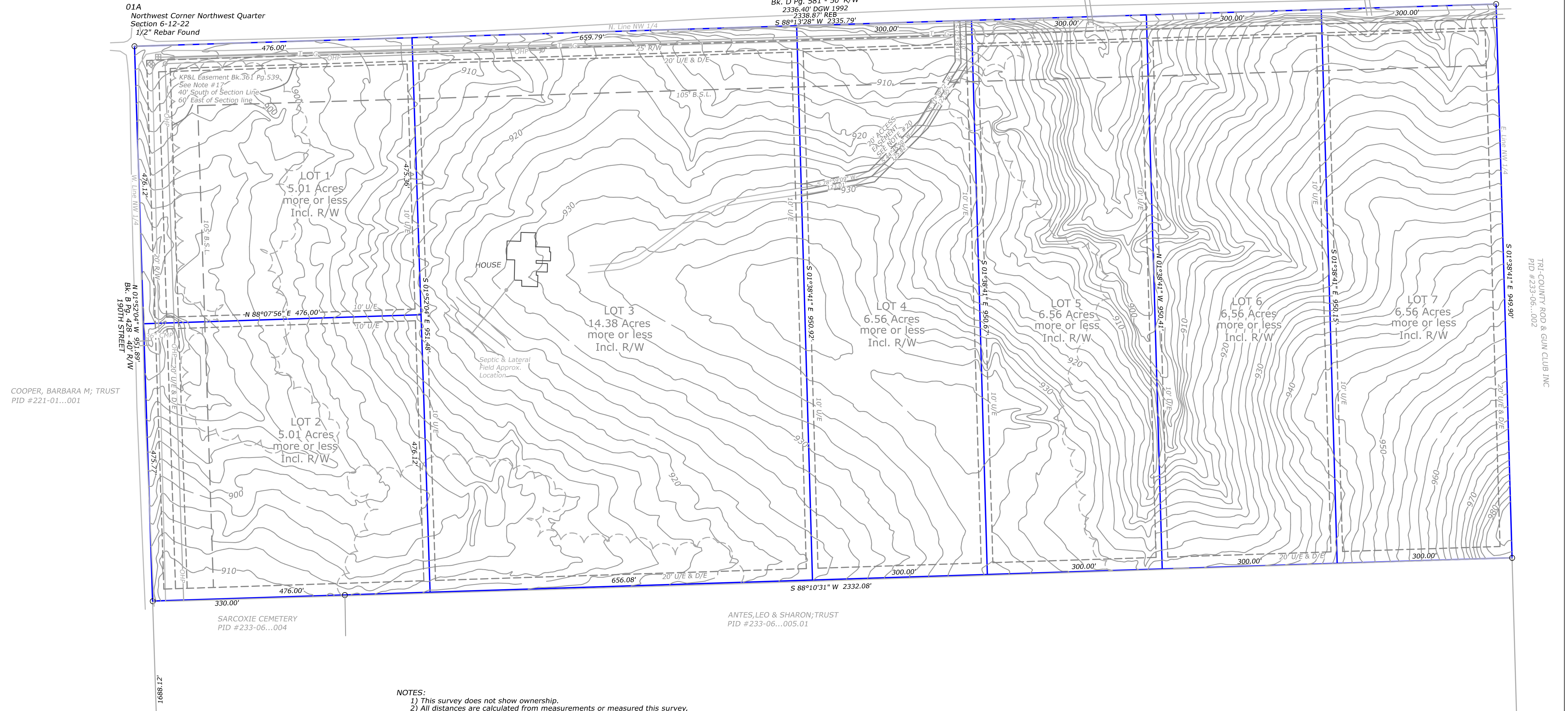
PREPARED FOR:
Gerald R. St. Peter III & Sarah Anne St. Peter
18749 Stillwell Road
Linwood, KS 66052
PID #233-06-0-00-003
PID #233-06-0-00-003.01

RECORD DESCRIPTION:
A tract of land in the North Fifty (50) acres of the Fractional NW 1/4 of Section 6, Township 12 South, Range 22 East, of the 6th P.M., described more specifically as follows: Commencing at the Northwest corner of the Fractional NW 1/4 of Section 6, Township 12, Range 22; thence North 90° East, 625.80 feet to the Point of Beginning of this tract; thence North 90° East, 300.00 feet; thence South 00° West, 750.00 feet; thence South 90° West, 300.00 feet; thence North 00° East, 750.00 feet to the Point of Beginning, EXCEPT that part in roads, Leavenworth County, Kansas.
AND
The North 50 acres of the Northwest 1/4 of Section 6, Township 12 South, Range 22 East, LESS the following: Commencing at the Northwest corner of the fractional Northwest 1/4; thence North 90 degrees East 625.80 feet to the point of beginning of this tract; thence North 90 degrees East 300.00 feet; thence South 00 degrees West 750.00 feet; thence South 90 degrees West 300.00 feet; thence North 00 degrees East 750.00 feet to the point of beginning, less any part thereof taken or used for road purposes, in Leavenworth County, Kansas.

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

ZONING:
RR- 5, Rural Residential, 5-Acre minimum size parcels - Current and proposed

LEGEND:
● - 1/2" Rebar Set with Cap No. 1296
○ - 1/2" Rebar Found, unless otherwise noted.
□ - Concrete Base around Point
() - Record / Deeded Distance
U/E - Utility Easement
D/E - Drainage Easement
B.S.L. - Building Setback Line
R/W - Permanent Dedicated Roadway Easement
BM - Benchmark
NS - Not Set this survey per agreement with client
○ - Power Pole
G - Gas Line
OHP - Overhead Power Lines
T - Underground Telephone/Fiber Optic Line
⊕ - Gas Valve
⊞ - Telephone Pedestal



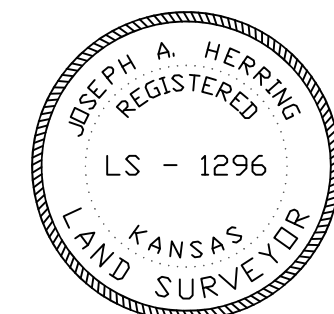
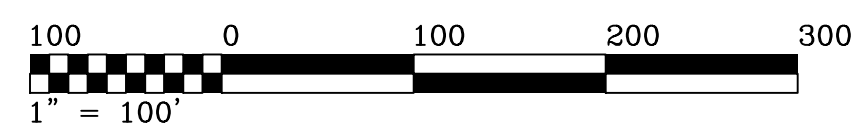
NOTES:
1) This survey does not show ownership.
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
3) All recorded and measured distances are the same, unless otherwise noted.
4) Error of Closure - See Error of Closure Calculations
5) Basis of Bearing - KS State Plane NAD 83, North Zone 1501 West Line Northwest Quarter
6) Monument Origin Unknown, unless otherwise noted.
7) Proposed Lots for Residential Use.
8) Road Record - See Survey
9) Benchmark - NAVD83 Project Benchmark (BM) - NW COR 1/2" Rebar - 908'
10) Easements, if any, are created hereon or listed in referenced title commitment.
11) Reference Recorded Deed Document Number 2020R11726
12) Utility Companies -
- Water - RWD 7
- Electric - Evergy
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
13) Reference Continental Title Insurance Company Case Number 21403176 updated February 11, 2021
14) Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 2010C0325C dated July 16, 2015
15) Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
16) Distances to and of structures, if any, are +- 1'.
17) Easements as per referenced Title Commitment are shown hereon - KP&L Easement Book 361 Page 539 as shown hereon. Document does define the actual width of said Easement but does not define the approximate location of the proposed utility lines along the North and West side of surveyed property and to be approximately 35 feet from each line. Utility line along the West side is approximately 50 feet East. Limits of the Easement platted hereon are intended to encompass all structures for said utility.
18) Fence Lines do not necessarily denote the boundary line for the property.
19) Reference Surveys:
(REB) - R.E. Bacon Survey recorded Book S-7 #203 dated 1965 (D.G.W.) - D.G. White Survey - unrecorded
20) 20' Access Easement to service Lots 3 and 4 - said Easement can be vacated by owners without affecting the integrity of this plat. Addresses to affected lots may change upon any realignment of driveway(s). Maintenance is to be shared between the owners of said Lots 3 and 4. Easement is recorded at the Leavenworth County Register of Deeds Office as Document #2021R



Scale 1" = 100'

Job # K-21-1434
August 25, 2021 Rev. 10/7/21

J. HERRING, Inc. (dba)
HERRING SURVEYING & COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@eamcash.com



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

Joseph A. Herring
PS # 1296

KITTY HAWK ESTATES

A Minor Subdivision in the Fractional Northwest Quarter of Section 6, Township 12 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
Gerald P. St. Peter III & Sarah Anne St. Peter
18749 Stillwell Road
Linwood, KS 66052
PID #233-06-0-00-003-003
PID #233-06-0-00-003-003.1

RECORD DESCRIPTION:
A tract of land in the North Fifty (50) acres of the Fractional NW 1/4 of Section 6, Township 12 South, Range 22 East, of the 6th P.M., described more specifically as follows: Commencing at the Northwest corner of the Fractional NW 1/4 of Section 6, Township 12, Range 22; thence North 90° East, 625.80 feet to the Point of Beginning of this tract; thence North 90° East, 300.00 feet; thence South 00° West, 750.00 feet; thence South 90° West, 300.00 feet; thence North 00° East, 750.00 feet to the Point of Beginning, EXCEPT that part in roads, Leavenworth County, Kansas.

AND
The North 50 acres of the Northwest 1/4 of Section 6, Township 12 South, Range 22 East, LESS the following: Commencing at the Northwest corner of the Fractional Northwest 1/4; thence North 90 degrees East 625.80 feet to the point of beginning of this tract; thence North 90 degrees East 300.00 feet; thence South 00 degrees West 750.00 feet; thence South 90 degrees West 300.00 feet; thence North 00 degrees East 750.00 feet to the point of beginning, less any part thereof taken or used for road purposes, in Leavenworth County, Kansas.

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

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

IN TESTIMONY WHEREOF,
We, the undersigned owners of KITTY HAWK ESTATES, have set our hands this _____ day of _____, 2021.

Gerald P. St. Peter III Sarah Anne St. Peter

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2021, before me, a notary public in and for said County and State Gerald P. St. Peter III and Sarah Anne St. Peter, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of KITTY HAWK ESTATES this _____ day of _____, 2021.

Secretary Krystal A. Voth Chairman Steven Rosenthal

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of KITTY HAWK ESTATES, this _____ day of _____, 2021.

Chairman Michael W. Smith County Clerk Attest: Janet Klasinski

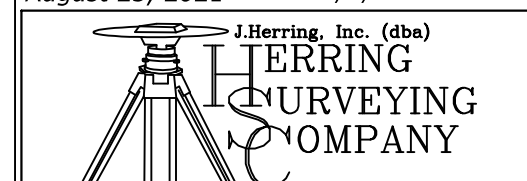
REGISTER OF DEEDS CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of _____, 2021 at _____ o'clock _____ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

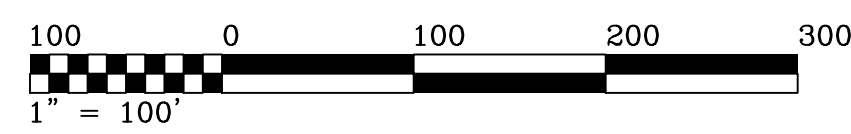


Scale 1" = 100'

Job # K-21-1434 August 25, 2021 Rev. 11/1/21



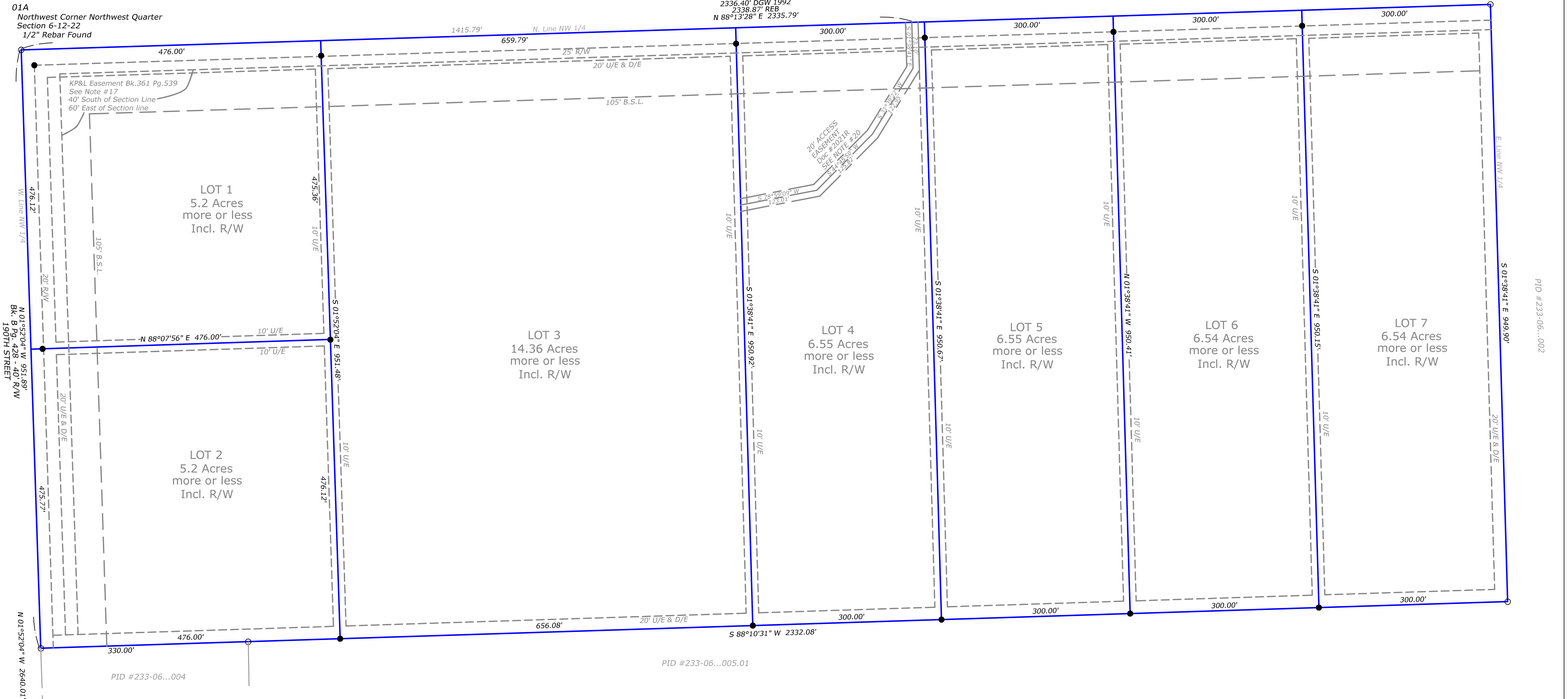
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@herringinc.com



SURVEYOR'S DESCRIPTION:
A tract of land in the Fractional Northwest Quarter of Section 6, Township 12 South, Range 22 East of the 6th P.M., as written by Joseph A. Herring PS-1296 on September 25, 2021, more fully described as follows: Beginning at the Northwest corner of said Fractional Northwest Quarter; thence North 88 degrees 13'28" East for a distance of 2335.79 feet along said North line to the Northeast corner of said Fractional Northwest Quarter; thence South 01 degrees 38'41" East for a distance of 949.90 feet along the East line of said Fractional Northwest Quarter; thence South 88 degrees 10'31" West for a distance of 2332.08 feet to the West line of said Fractional Northwest Quarter; thence North 01 degrees 52'04" West for a distance of 951.89 feet along said West line to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contain 50.94 Acres, more or less, including road right of ways. Error of Closure - 1 : 473781

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

ZONING:
RR- 5, Rural Residential, 5-Acre minimum size parcels - Current and proposed

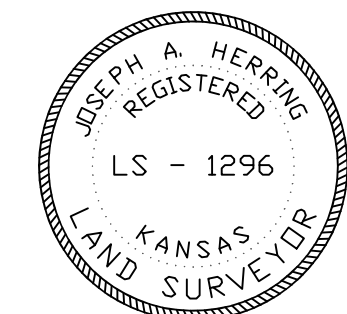


- NOTES:
- This survey does not show ownership.
 - All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - All recorded and measured distances are the same, unless otherwise noted.
 - Error of Closure - See Error of Closure Calculations
 - Basis of Bearing - KS State Plane NAD 83, North Zone 1501 West Line Northwest Quarter
 - Monument Origin Unknown, unless otherwise noted.
 - Proposed Lots for Residential Use.
 - Road Record - See Survey
 - Benchmark - NAVD83 Project Benchmark (BM) - NW COR 1/2" Rebar - 908'
 - Easements, if any, are created hereon or listed in referenced title commitment.
 - Reference Recorded Deed Document Number 2020R11726
 - Utility Companies -
- Water - RWD 7
- Electric - Evergy
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
 - Reference Continental Title Insurance Company Case Number 21403176 updated February 11, 2021
 - Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 2013C0325C dated July 16, 2015
 - Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
 - Distances to and of structures, if any, are +- 1'.
 - Easements as per referenced Title Commitment are shown hereon - K&P&L Easement Book 361 Page 539 as shown hereon. Document does define the actual width of said Easement but does define the approximate location of the proposed utility lines along the North and West side of surveyed property and to be approximately 35 feet from each line. Utility line along the West side is approximately 50 feet East. Limits of the Easement platted hereon are intended to encompass all structures for said utility.
 - Fence Lines do not necessarily denote the boundary line for the property.
 - Reference Surveys:
(REB) - R.E. Bacon Survey recorded Book S-7 #203 dated 1965
(D&W) - D.G. White Survey - unrecorded
 - Access Easement to service Lots 3 and 4 - said Easement can be vacated by owners without affecting the integrity of this plat. Addresses to affected lots may change upon any realignment of driveway(s). Maintenance is to be shared between the owners of said Lots 3 and 4. Easement is recorded at the Leavenworth County Register of Deeds Office as Document #2021R

LEGEND:
● - 1/2" Rebar Set with Cap No. 1296
○ - 1/2" Rebar Found, unless otherwise noted.
□ - Concrete Base around Point
() - Record / Deeded Distance
U/E - Utility Easement
D/E - Drainage Easement
B.S.L. - Building Setback Line
R/W - Permanent Dedicated Roadway Easement
BM - Benchmark
NS - Not Set this survey per agreement with client

I hereby certify this plat meets the requirements of KSA-58-2005. The face of this plat was reviewed based on Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for surveying information only.

Michael J. Bogina, KS PS-1655
Leavenworth County Survey Reviewer



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

Joseph A. Herring
PS # 1296

*****CONSENT AGENDA*****

**Leavenworth County
Request for Board
Action Case No.
DEV-21-163 Replat of
Harman Farms**

Date: November 24, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: The applicant is requesting a Replat for a four-lot subdivision. The proposed plat will add one additional lot to the Harm Farms plat. Lots 1-4 are 7.9, 5.3, 14.6, and 13.0 acres in size, respectively.

Analysis: The applicant is requesting a four (4) lot replat. This will add an additional lot to the existing subdivision. The subdivision is located within the County Road 1 corridor, is immediately adjacent to the City of Tonganoxie, and, is zoned Planned Mixed-Use (MXD). As such, the subdivision is subject to the subdivision standards of the MXD regulations found in Articles 18 and 27 (C) of the ZSR.

The current standards require a minimum street frontage of 2,640 feet (one-half mile) per driveway in the Mixed-Use District (ZSR 27(C).2.2.A). This requirement would prevent any development of Lots 1 & 2 without the creation of either an access drive or road from 222nd Street to access the properties along the north property line. Planning & Zoning, after review, is in process of amending the current standards and will propose an amendment to the ZSR to amend the frontage requirements for Planned Districts. In lieu of waiting until the amendment is approved, Staff recommends an exception be granted for the Harman Farms Replat as the ZSR will be amended to allow development along County Road 1 with less stringent driveway standards.

All future development of this subdivision will be subject to standards as set forth in Article 27 (A), Article 27 (B), and Article 27 (C). These articles include requirements, but are not limited to, the submittal of a site plan and street tree plans. As the subdivision lies within the Initial Urban Growth Area, the developers of the properties will be required to connect to Tonganoxie's sanitary sewer as sanitary sewers are located within 660' of the subdivision.

Lots 1-4 are 7.9, 5.3, 14.6, and 13.0 acres in size, respectively. Lots 3 and 4 will have access only to 222nd Street. Lot 2 contains a pre-existing home and two entrances, one residential and one field. Lot 2 (current lot 8) will, after the subdivision, have two entrances on the property. Public Works has indicated that due to the spacing requirements, Lot 2 will have to remove the northern (or westernmost) entrance (Entrance 1 on attached Exhibit) and utilize the existing field entrance (Entrance 2 on attached Exhibit) as the only entrance onto the lot. This alteration will provide Lot 1 with the necessary space required for approval of an entrance.

Recommendation: The Planning Commission voted 6-0 (1 recusal, 2 absences) to recommend approval of Case No. DEV-21-163, Replat for Harman Farms subject to conditions.

Alternatives:

1. Approve Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

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: Staff Report, Plat, Planning Commission Minutes

Case No. DEV-21-163
Harman Farms Replat
Replat of Lots 6, 7, & 8

Staff Report – Board of County Commissioners

November 24, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Robbins Acquisitions
P.O. Box 480
Tonganoxie, KS 66086

Agent: Herring Surveying Company
315 N. 5th Street
Leavenworth, KS 66048

Legal Description: Lots 6, 7, & 8 of Harman Farms in Leavenworth County, Kansas.

Location: 22398 Honey Creek Road, Tonganoxie, KS 66086

Parcel Size: ± 40 acres

Zoning/Land Use: MXD, Planned Mixed Use

Comprehensive Plan: This parcel is within the County Road 1 area category.

Parcel ID No.: 194-20-0-00-00-001.06, 194-20-0-00-00-001.07, & 194-20-0-00-00-001.08

Planner: Joshua Gentzler

REPORT:

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission voted 6-0 (1 recusal, 2 absences) to recommend approval of Case No. DEV-21-163, Final Plat for Harman Farms Replat, with the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. An exception to Article 27 (C) Section 2.2.A shall be granted to the Harman Farms Replat.
4. Prior to issuance of building permits, a site plan shall be submitted to Leavenworth County for review subject to review by standards set forth in Articles 27 (A), 27 (B), and 27 (C).
5. Lot 2 shall utilize the existing field entrance as the primary entrance and remove any other existing entrances onto the lot.
6. The applicant shall adhere to the following memorandums:
 - a. Lauren Anderson – Public Works, October 26, 2021
 - b. George Brajkovic – City of Tonganoxie, October 12, 2021
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Request

The applicant is requesting a Replat for a four (4) lot subdivision.

Adjacent Land Use

The surrounding property land usage consist of agricultural, residential, and industrial uses on varying sized parcels ranging from 6 acres to 239 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0325G July 16, 2015.

Utilities/Services

Sewer: Private septic system
Fire: Tonganoxie Township Fire Department
Water: N/A
Electric: Evergy

Access/Streets

These properties are accessed by Honey Creek Road and 222nd Street. Honey Creek Road is a County Arterial Road with a paved surface ± 35' wide. 222nd Street is a local County Road with a paved surface ± 35' wide.

Agency Comments

See attached comments – Memo – Lauren Anderson – Public Works, October 27, 2021
See attached comments – Memo – Mike Bogina – County Surveyor, November 2, 2021
See attached comments – Memo – Chuck Magaha – Emergency Management, September 29, 2021
See attached comments – Memo – David Van Parys – County Counselor, October 5, 2021
See attached comments – Memo – Tim Smith – Tonganoxie Twp. Fire Department, September 28, 2021
See attached comments – Memo – George Brajkovic – City of Tonganoxie, October 12, 2021

Findings

1. The proposed subdivision is not consistent with the zoning district of MXD, Planned Mixed Use District. The subdivision does meet the required minimum lot size and road frontage as set forth in Article 18 Section 6.4 in the Zoning and Subdivision Regulations (ZSR). The subdivision does not match the minimum street frontage required for driveways in Article 27 (C) Section 2.2.A of the ZSR.
2. The property is not within a sewer district boundary. It is immediately adjacent to the City of Tonganoxie. This portion of the City of Tonganoxie has public sewer available. However, the city will not extend sewers to serve this development unless the development is annexed into the City. (See condition 5.a)
3. The proposed subdivision is not located within a Rural Water District boundary. It is immediately adjacent to the City of Tonganoxie. This portion of the City of Tonganoxie has water available. However, the city will not extend water service to serve this development unless the development is annexed into the City. (See condition 5.a)
4. The lots are located within County Road 1 Special Development District and subject to County Road 1 Special Development District Regulations.
5. The proposed subdivision is in accordance with the Comprehensive Plan.

Subdivision Classification

This is classified as a Class "A" Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class "A" Subdivision is "any subdivision in which one or more of the lots lie within the Initial Urban Growth Area of Leavenworth County" (ZSR 35.10.1.1).

Staff Comments

The applicant is requesting a four (4) lot replat. This will add an additional lot to the existing subdivision. The subdivision is located within the County Road 1 corridor, is immediately adjacent to the City of Tonganoxie, and, is zoned Planned Mixed-Use (MXD). As such, the subdivision is subject to the subdivision standards of the MXD regulations found in Articles 18 and 27 (C) of the ZSR.

The current standards require a minimum street frontage of 2,640 feet (one-half mile) per driveway in the Mixed-Use District (ZSR 27(C).2.2.A). This requirement would prevent any development of Lots 1 & 2

without the creation of either an access drive or road from 222nd Street to access the properties along the north property line. Planning & Zoning, after review, is in process of amending the current standards and will propose an amendment to the ZSR to amend the frontage requirements for Planned Districts. In lieu of waiting until the amendment is approved, Staff recommends an exception be granted for the Harman Farms Replat as the ZSR will be amended to allow development along County Road 1 with less stringent driveway standards.

All future development of this subdivision will be subject to standards as set forth in Article 27 (A), Article 27 (B), and Article 27 (C). These articles include requirements, but are not limited to, the submittal of a site plan and street tree plans. As the subdivision lies within the Initial Urban Growth Area, the developers of the properties will be required to connect to Tonganoxie's sanitary sewer as sanitary sewers are located within 660' of the subdivision.

Lots 1-4 are 7.9, 5.3, 14.6, and 13.0 acres in size, respectively. Lots 3 and 4 will have access only to 222nd Street. Lot 2 contains a pre-existing home and two entrances, one residential and one field. Lot 2 (current lot 8) will, after the subdivision, have two entrances on the property. Public Works has indicated that due to the spacing requirements, Lot 2 will have to remove the northern (or westernmost) entrance (Entrance 1 on attached Exhibit) and utilize the existing field entrance (Entrance 2 on attached Exhibit) as the only entrance onto the lot. This alteration will provide Lot 1 with the necessary space required for approval of an entrance.

Staff is generally supportive of this subdivision and recommends approval of the Plat.

ACTION OPTIONS:

1. Approve Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-163, Replat for Harman Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Exhibit
Aerial Map
Memorandums
Final Plat

DEV-21-163 Harman Farms Replat Entrances



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- City Limit Line
- Major Road
- <all other values>

Notes

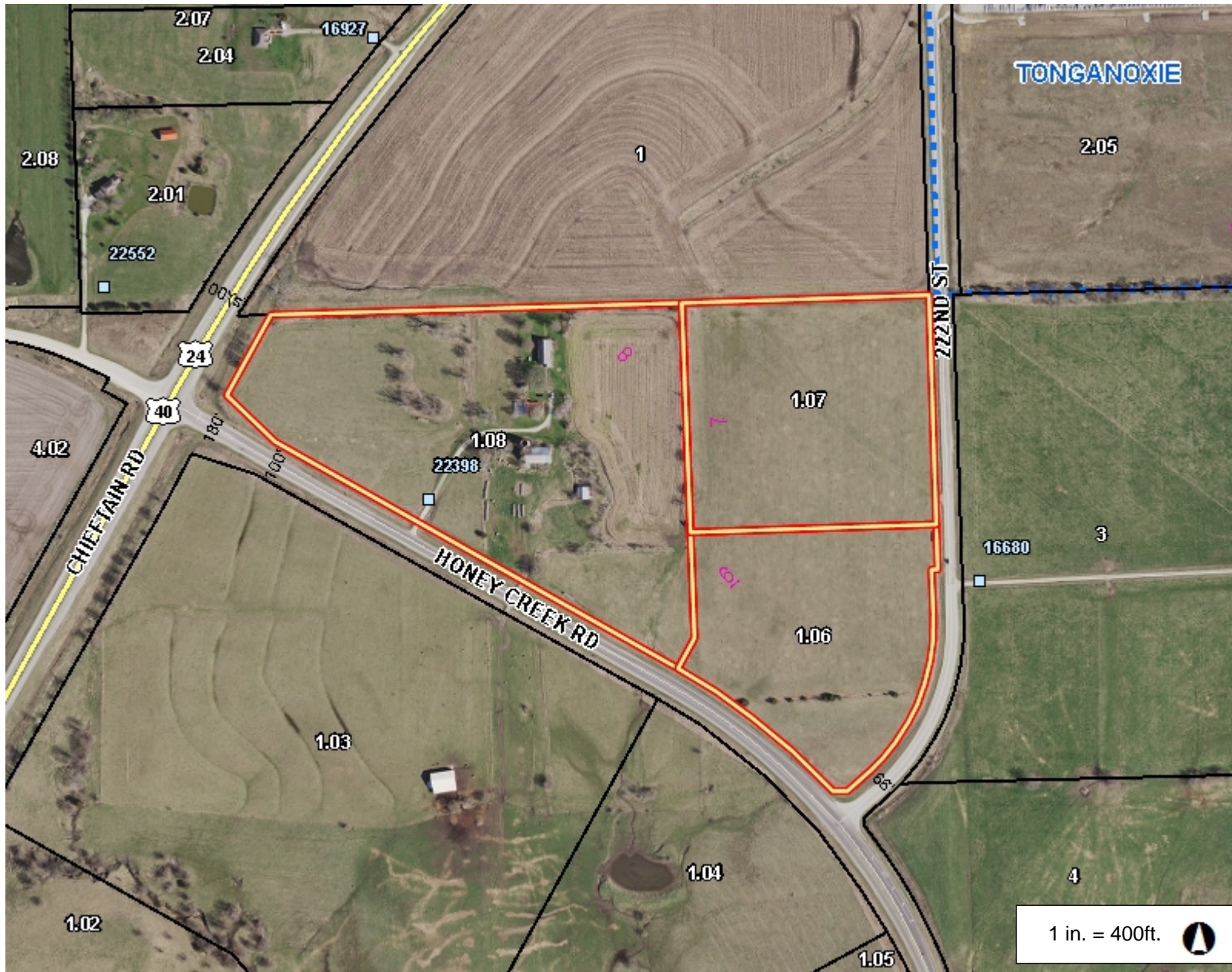
This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.



THIS MAP IS NOT TO BE USED FOR NAVIGATION

Exhibit 1 Existing Entrances

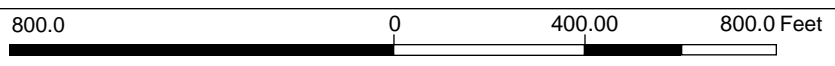
DEV-21-163 Harman Farms Plat



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- + Railroad

1 in. = 400ft.



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

Notes

A replat of Lots 6, 7 & 8 of Harman Farms

Summary of Comments on K-21-903 HUBBEL FARMS REPLAT 24x36LS

Page: 1

☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 11/2/2021 2:52:16 PM
Reviewed 2021.11.02. No comments.

From: [Timothy Smith](#)
Sent: Tuesday, September 28, 2021 8:11 AM
To: [Gentzler, Joshua](#)
Subject: Re: DEV-21-163 Replat for Lots 6-8 for Harman Farm

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.

At this time Tonganoxie Township has no issues with this replat.

On Mon, Sep 27, 2021 at 4:10 PM Gentzler, Joshua <JGentzler@leavenworthcounty.gov> wrote:

Good afternoon, the Leavenworth County Department of Planning and Zoning has received a request for a Replat for Lots 6-8 of Harman Farms, located at 22398 Honey Creek Rd, Tonganoxie Kansas (at the corner of Highway 24-40 and Honey Creek Road).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, October 5th.

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

Thank you,

Joshua Gentzler

Planner II

[Planning & Zoning](#)

Leavenworth County

913.684.0464

--

Tim Smith, Chief

Tonganoxie Township Rural Fire Department

President Kansas State Association Fire Chiefs

18993 McLouth Rd

Tonganoxie KS 66086

Phone: [913-845-3801](tel:913-845-3801)

Fax: [913-845-3801](tel:913-845-3801)

Cell: [816-392-2468](tel:816-392-2468)

Failure to Prepare

Is

Preparing to Fail

MEMO

To: Krystal Voth
From: Chuck Magaha
Subject: Harman Farms Subdivision Replat
Date: November 2, 2021

Krystal, thank you for the opportunity to review the preliminary plat for “Harman Farms” Subdivision Replat presented by Robbins Acquisitions. The subdivision does not show fire hydrants in this replat if I read the plat correctly nor does it indicate a water line. I would suggest a fire hydrant to be placed approximately at Lot 12 at the corner of Honey Creek Road and 222nd Street. This hydrant will cover this subdivision. The plat does not show a water line in this replat, a 6” water line needs to be considered for this area.

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

From: [Van Parys, David](#)
Sent: Tuesday, October 5, 2021 10:06 AM
To: [Gentzler, Joshua](#)
Subject: RE: DEV-21-163 Replat for Lots 6-8 for Harman Farm

Nothing legally remarkable.

From: Gentzler, Joshua
Sent: Monday, September 27, 2021 4:10 PM
To: 'Timothy Smith' <chief1860@ttrfd.com>; 'Tyler.rebel@evergy.com' <Tyler.rebel@evergy.com>; 'Steven.Taylor@KS.gov' <Steven.Taylor@KS.gov>; Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <MPleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>
Cc: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: DEV-21-163 Replat for Lots 6-8 for Harman Farm

Good afternoon, the Leavenworth County Department of Planning and Zoning has received a request for a Replat for Lots 6-8 of Harman Farms, located at 22398 Honey Creek Rd, Tonganoxie Kansas (at the corner of Highway 24-40 and Honey Creek Road).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, October 5th.

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

Thank you,

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

From: [George Brajkovic](#)
Sent: Tuesday, October 12, 2021 2:50 PM
To: [Gentzler, Joshua](#)
Subject: RE: DEV-21-163 Replat for Lots 6-8 for Harman Farm

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.

Hi Joshua-

Thank you for allowing us an opportunity to review the replat. It seems the owner is isolating the existing single family structure, creating an additional parcel and increasing the size of the two parcels on the East; on those merits, the City doesn't have concerns. Although the zoning is identified as Mixed-use; Note #7 specifically identifies only residential development; it sounds like that may have been an error on the submittal. There would be concern over introducing a considerable amount of residential development so close to the Tonganoxie Business Park.

Outside of the replat, the City does have some concerns re: the future development of these sites and surrounding parcels. The City could provide sanitary sewer and water coverage, provided that the properties are annexed into the City, and that the City is engaged for the development process and can plan for utility extensions accordingly.

Again, thank you for the opportunity to review and comment.

Respectfully,
George

George Brajkovic
City Manager
City of Tonganoxie, KS
www.tonganoxie.org



From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Tuesday, October 5, 2021 2:03 PM
To: George Brajkovic <gbrajkovic@tonganoxie.org>
Subject: DEV-21-163 Replat for Lots 6-8 for Harman Farm

Good afternoon George,

The Leavenworth County Department of Planning and Zoning has received a request for a Replat for Lots 6-8 of Harman Farms, located at 22398 Honey Creek Rd, Tonganoxie Kansas (at the corner of Highway 24-40 and Honey Creek Road).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, October 12th.

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

Thank you,

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

From: [Anderson, Lauren](#)
Sent: Tuesday, October 26, 2021 4:09 PM
To: [Gentzler, Joshua](#)
Cc: [Allison, Amy](#); 'Mitch Pleak'
Subject: FW: DEV-21-163 Harman Farms Replat Review
Attachments: K-21-903 HUBBEL FARMS REPLAT Rev 10-24-21.pdf; K-21-903 HUBBEL FARMS REPLAT-Deed Report.txt; tmp91E9.pdf

Joshua,

Mitch and I have reviewed the plat for Harman Farms and have no additional comments aside from the requirement to remove the existing main entrance (northern location) on Lot 10 and utilize the existing field entrance.

I will provide any further survey comments when I receive them from Mike.

Thanks,
Lauren

From: Anderson, Lauren
Sent: Tuesday, October 26, 2021 9:10 AM
To: Michael Bogina <mjbogina@olsson.com>; 'Mitch Pleak' <mpleak@olsson.com>
Subject: FW: DEV-21-163 Harman Farms Replat Review

Please see attached for review.

Lauren

From: Joe Herring <herringsurveying@outlook.com>
Sent: Sunday, October 24, 2021 9:28 PM
To: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Cc: Allison, Amy <AAllison@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: Re: DEV-21-163 Harman Farms Replat Review

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

Please see attached revisions.

Lauren - Mike requested the additional Deed Report and a copy of the title commitment.

Thank you - Joe Herring

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

From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Wednesday, October 13, 2021 12:11 PM
To: herringsurveying@outlook.com <herringsurveying@outlook.com>
Cc: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: DEV-21-163 Harman Farms Replat Review

Joe,

Attached are comments from Public Works (both Engineering and Survey), Planning, and the City of Tonganoxie concerning the Replat of Harman Farms. Let us know what questions you have on this one and whether you will be able to make the revisions/submit the documents in time for the County to have the reviews done by the 4th of November to stay on the November agenda.

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

HARMAN FARMS REPLAT

A Replat of Lots 6, 7, and 8, HARMAN FARMS SUBDIVISION, Leavenworth County, Kansas.

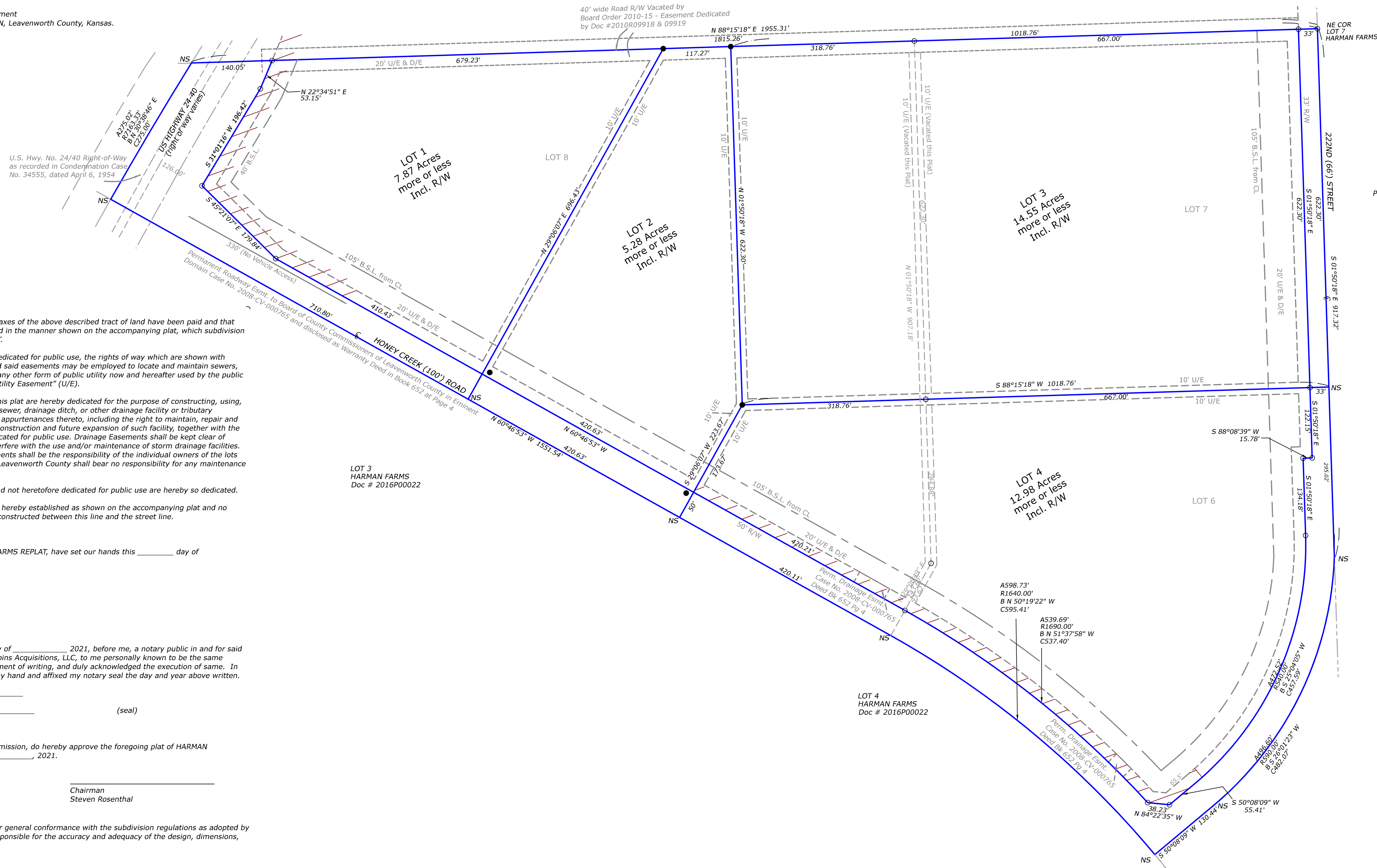
FINAL PLAT

PREPARED FOR:

Robbins Acquisitions Inc.
PO BOX 490
Tonganoxie, KS 66086
PID NO. 194-20-0-00-00-001.06
PID NO. 194-20-0-00-00-001.07
PID NO. 194-20-0-00-00-001.08

PID NO. 194-20-0-00-00-001

PROPERTY DESCRIPTION - As per Title Commitment
Lots 6, 7, and 8, HARMAN FARMS SUBDIVISION, Leavenworth County, Kansas.



PID NO. 195-21-0-00-00-003

RESTRICTIONS:

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

ZONING:

MXD - Mixed

NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - 1 : 4934480 - Plat Boundary
- 5) Basis of Bearing - KS State Plane NAD 83, North Zone 1501 North Line of the HARMAN FARMS
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Proposed Lots for Commercial Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88 Project Benchmark (BM) - Northwest Corner - 999.5'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Document Number 2020R11726
- 12) Utility Companies -
 - Water - Not within a district
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- 13) Reference Fidelity Title Insurance Company Case Number 42749 updated September 15, 2021
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRN Map 201030325C dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- 16) Distances to and of structures, if any, are +- 1'.
- 17) Easements as per referenced Title Commitment are shown hereon
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
 - (DLK) - D.L.King Survey recorded Document No. 20135036(Retracement)
 - (JAH) - J.A.Herring Recorded Plat HARMAN FARMS 2016P00022

LEGEND:

- - 1/2" Rebar Set with Cap No.1296
- - 1/2" Rebar Found, unless otherwise noted.
- - Concrete Base to be Set around Point
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- BM - Benchmark
- POB - Point of Beginning
- //// - No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- R - Radius Curve Length
- A - Arc Curve Length
- B - Chord Bearing
- C - Chord Distance

Ben Robbins
Robbins Acquisitions, LLC

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2021, before me, a notary public in and for said County and State came Ben Robbins, Robbins Acquisitions, LLC, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC

My Commission Expires: _____ (seal)

APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of HARMAN FARMS REPLAT this _____ day of _____, 2021.

Secretary Krystal A. Voth
Chairman Steven Rosenthal

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

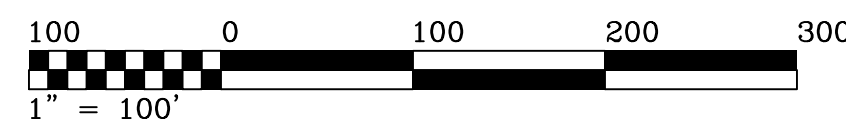
County Engineer - _____

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of HARMAN FARMS REPLAT, this _____ day of _____, 2021.

Chairman Michael W. Smith
County Clerk Attest: Janet Klasinski



Scale 1" = 100'



Job # K-21-903
September 21, 2021 Rev. 11/1/2021

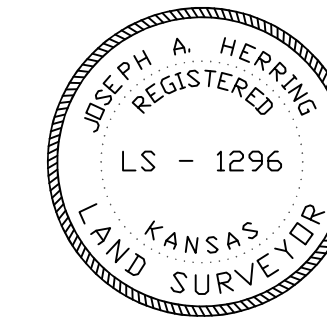


REGISTER OF DEED CERTIFICATE:
Filed for Record as Document No. _____ on this _____ day of _____, 2021 at _____ o'clock _____ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

I hereby certify this plat meets the requirements of KSA-58-2005. The face of this plat was reviewed based on Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for surveying information only.

COUNTY REVIEWER -
Michael J. Bogina, KS PS-1655



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

Joseph A. Herring
PS # 1296

*****CONSENT AGENDA*****

**Leavenworth County
Request for Board Action**

Date: 11/24/2021

To: Board of County Commissioners

From: Public Works

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Requesting approval of the actual lease documents for the previously approved low bid by VLP for two Case skid loaders. The agreements are for a 5 year – 5000 hours, full warranty, and fluids and filters.

Recommendation: Approval

Analysis: We have to accept the low bid lease, then send it the manufacture, and then they return the actual contract agreement for approval. The attached agreement is for both the Public Works and Building and Grounds equipment.

Alternatives:

Budgetary Impact:

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



VLP

AN EQUIPMENTSHARE COMPANY

SALES AGREEMENT

Date: 11-12-2021

<u>Kansas City, MO</u>	<u>Wichita, KS</u>	<u>Joplin, MO</u>	<u>Topeka, KS</u>	<u>Garden City, KS</u>
(816) 241-9290	(316) 838-3346	(417) 781-8222	(785) 267-4345	(620) 275-1996
(816) 241-1738 Fax	(316) 838-0087 Fax	(417) 781-2768 Fax	(785) 267-0185 Fax	(620) 275-4178 Fax

Order #: _____

Company Name: leavenworth county public works
 Address: 300 walnut street suite 106
 City, State, Zip: leavenworth ks 66048
 Contact: frank george Phone: 913-547-0753

SHIP TO: 23690 187th street
leavenworth ks 66048
 EMAIL: fgeorge@leavenworthcounty.gov
 PO#: _____

TERMS: NET ON DELIVERY FINANCE APPROVED TERMS

Quantity	MAKE, MODEL, DESCRIPTION	Stock #	Serial No./Attach.	Cash Price Each Item
1	case tv620b enhanced high flow with demo door specd to case quote 701589446			87850.00
1	fluids and filters for standard scheduled maintenance for 5 years/5000 hours			6767.00
1	extended ppp warranty for 5 years/ 5000 hours			8341.00
	pending successful demo			
	5 year 5000 annual lease quoted at 15,789.30 per year			

WARRANTY: *Equipment sold "As-Is" unless otherwise stated.* **ADDITIONAL INFO:**
factory case warranty with extended ppp warranty, see above

Trade-In Equipment:

First Year Used	Hours	Make	Model	Serial No.	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of blanket liens, encumbrance, and security interests except to the extent shown below. _____ initials

- 1. Trade Allowance \$ _____
- 2. _____ \$ _____
- 3. Less Amount Owed \$ _____
- 4. Net Trade Allowance, (1 - 2) \$ _____

The secured debt on the trade-in equipment is owed to:

Lender Name - 1st Lien _____
 Street Address _____
 City _____ State _____ Zip _____
 Phone Number _____ Account Number _____
 Payoff good through _____ Blanket Lienholder _____

Upon delivery, it is agreed that Purchaser will pay all taxes and other charges and settle for the purchase price as follows:

- 1. Total Cash Price \$ 102958.00
 - 2. Less: Trade-In Allowance \$ _____
 - 3. Applied Rental \$ _____
 - 4. **TRADE DIFFERENCE** \$ _____
 - 5. Enter ____ % Sales Tax \$ _____ Exempt
 - 6. Equipment Total \$ _____
 - 7. Less Cash Down Payment \$ (_____)
 - 8. Cash Due on Delivery \$ _____
- This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a time sales transaction, subject to available financing and credit approval.
- 9. F & I Payoff \$ _____
 - 10. Document Fees \$ 355.50+44.50
 - 11. Insurance \$ _____
 - 12. Net Financed \$ 103358.00

By signing below, Buyer acknowledges and agrees as follows:

1. Buyer has carefully reviewed this Agreement, including the Terms and Conditions on the reverse/Page 2 hereof. This Agreement, including the Terms and conditions on the reverse side, represents the entire agreement between the parties relating to the purchase and sale of the Equipment and supersedes any prior negotiations or agreements. ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. 2. Buyer acknowledges receipt of operating manuals and instructions regarding the safe and proper use of the Equipment, and Buyer agrees to follow such manuals and instructions and use safety belts, guard rails (scaffolding) and/or other safety equipment required or recommended by the manuals and instructions. 3. To secure payment of any amounts due to Seller under this Agreement, Seller hereby retains, and Buyer hereby grants to Seller, a purchase money security interest in all Equipment sold under this Agreement and the proceeds thereof as further described in the Terms and Conditions on the reverse side. Buyer authorizes Seller to file this Agreement, or a copy thereof, as a financing statement in any filing office or offices where such filing may be required to perfect Seller's security interest in the Equipment. 4. THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER BY SELLER OR THE MANUFACTURER IS THE MANUFACTURER WARRANTY, IF ANY, AND NO ORAL REPRESENTATIONS WILL BE BINDING UPON SELLER. USED EQUIPMENT IS SOLD "AS IS" UNLESS BUYER PURCHASES A WARRANTY, IF AVAILABLE. SELLER DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. 5. Past due amounts will bear interest at the lesser of 1.5% per month or the highest lawful rate. 6. This Agreement is not binding upon Seller until accepted in writing by an authorized representative of Seller.

Buyer (Authorized Signature): _____ Title: _____ Date: _____

Seller: VLP an EquipmentShare Company

Salesperson: _____ Signature _____ Print Name: _____

TERMS AND CONDITIONS

This Sales Agreement ("Agreement"), including these Terms and Conditions, constitutes a contract for the sale and purchase of the Equipment and other goods and related services set forth on the front of this Agreement (collectively referred to as the "Equipment"), between Buyer and Seller. This Agreement is binding upon Buyer's successors and permitted assigns. Any and all additional or different terms or conditions set forth in a purchase order or other communication in any form from Buyer are objected to by Seller and shall not be effective or binding unless specifically accepted in writing by an authorized representative of Seller.

1. **SELLER NOT AGENT OF MANUFACTURER:** It is understood that there is no relationship of principal and agent between the Seller and the manufacturer and that Seller is not authorized to act, or attempt to act, or represent itself as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

2. LIMITED WARRANTY; DISCLAIMER OF WARRANTY:

(a) **FOR NEW EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THAT OF THE MANUFACTURER, IF ANY.**

(b) **FOR USED EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THE REMAINING TERM OF ANY APPLICABLE MANUFACTURER WARRANTY TO THE EXTENT SUCH WARRANTY IS EXPRESSLY TRANSFERRED FROM SELLER TO BUYER BY A SEPARATE WRITTEN AGREEMENT. IF NO MANUFACTURER WARRANTY IS TRANSFERRED AND NO EXTENDED WARRANTY PLAN NOTED IN (d) BELOW IS PURCHASED BY BUYER, THEN BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT IT IS BUYING THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS".**

(c) **FOR NEW AND USED EQUIPMENT, SELLER MAY OFFER BUYER AN EXTENDED WARRANTY PLAN OFFERED BY A THIRD PARTY VENDOR. IF SUCH A PLAN IS PURCHASED BY BUYER, THEN BUYER SHALL HAVE AN EXPRESS WARRANTY FROM SUCH THIRD PARTY VENDOR. SELLER IS NOT A PARTY TO SUCH PLAN.**

(d) Buyer acknowledges that the Equipment is of the size, design, capacity and manufacture selected by Buyer. Buyer represents that it has relied upon its own skill and judgment in selecting the Equipment for use with its designated purposes. **BUYER HEREBY ACKNOWLEDGES THAT SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO THE EQUIPMENT AND THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS OR IMPLIED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT.**

(e) Buyer's acceptance (or deemed acceptance) of any Equipment shall conclusively establish that such Equipment has been inspected by Buyer and is in the condition required by this Agreement. Except as set forth specifically in this Section, all Equipment is sold to and accepted by Buyer "AS IS" and "WITH ALL FAULTS". Buyer acknowledges and agrees that Seller has not in any manner adopted the manufacturer's warranty as a warranty of Seller, and Buyer acknowledges and agrees that Buyer shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Buyer and Seller, Buyer assumes the entire risk as to the quality and performance of any of the Equipment. As between Buyer and Seller, Buyer assumes the entire cost of service, maintenance, repair and loss with respect to any Equipment found to be defective.

(f) The manufacturer or other extended warranty purchased by Buyer, as applicable, sets forth Buyer's sole and exclusive remedy in the event of a defect in workmanship or materials to the Equipment and shall not be deemed to have failed their respective essential purpose so long as manufacturer or other third-party warranty provider is willing and able to carry out the terms of the exclusive warranty for the Equipment. Nevertheless, should Seller be found to have created any express or implied warranties hereunder despite its express and unequivocal disclaimer of such warranties, they shall be limited to the duration of the manufacturer's express warranty, and the exclusive remedy for breach of warranty shall be repair of the goods or replacement of defective parts. It is expressly understood that should Seller perform any repairs or other work under any manufacturer's express or written warranty, such repairs or work are performed only pursuant to Seller's contractual obligations to said manufacturer, and are not to be construed as separate obligations to Buyer. Any obligation that Seller may have to perform repairs under any manufacturer's written warranty shall cease immediately upon the termination of Seller's contractual obligations to the manufacturer for such repairs.

3. **LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE, OR FOR CLAIMS MADE BY A THIRD PARTY. NOTWITHSTANDING THE FACT THAT SELLER PROVIDES NO WARRANTY FOR THE EQUIPMENT, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE OF ANY ITEM OF EQUIPMENT EXCEED THE PURCHASE PRICE PAID FOR SUCH ITEM OF EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

4. **DELIVERY AND ACCEPTANCE:** Seller shall endeavor to deliver the Equipment to Buyer on the delivery date agreed upon by Seller, provided, however, Seller shall have no liability for failure or delay in delivering the Equipment to Buyer. Without limiting the generality of the prior sentence, Seller shall not be liable for failure or delay in delivery where such failure or delay is due, in whole or in part, to any cause other than the gross negligence of Seller. Further, Seller will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, material shortage, fire, accident or other casualty, war, terrorist act or civil disturbance, delay of transportation, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Seller. Buyer shall bear all risk of loss with respect to each item of Equipment once Buyer takes possession. Buyer agrees to inspect the Equipment immediately upon its delivery, and unless Buyer notifies Seller that Equipment is not in good working order within ten (10) days of delivery, Buyer is deemed to accept the Equipment "AS IS".

5. **LOADING AND TRANSPORTATION CHARGES:** Loading and unloading of the Equipment by Buyer at Seller's facility shall be supervised and directed by Buyer, who assumes all responsibility therefor. If Buyer requests Seller to deliver the Equipment or pick up any Trade-In Equipment, Buyer agrees to pay Seller its transportation charges for delivery and pick up.

6. **PAYMENT:** Buyer shall pay to Seller the Price for the Equipment and any related costs and services in accordance with the provisions on the front of this Agreement. If Buyer fails to fully pay any amount when

due under this Agreement, interest shall accrue on the outstanding balance due at a rate equal to the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. Said interest shall be deemed a part of the Price and not in lieu of any other remedies provided for herein.

7. **NO CANCELLATIONS:** Buyer acknowledges that this Agreement may not be cancelled by Buyer without the prior written approval of Seller for each item of Equipment. Accordingly, Buyer's failure to accept delivery or refusal to pick up the Equipment (depending upon the form of delivery) is a default under this Agreement. Upon the occurrence of such a default and the continuation of such default for five (5) days following notice from Seller to Buyer of such default, then, in addition to the interest stated in paragraph 6 above, Seller shall be entitled to all remedies provided by law which accrue as a result of said breach, including, but not limited to, any and all of the remedies available to Seller pursuant to the Uniform Commercial Code. Further, Seller may retain all or such portion of any deposit that it deems necessary to offset the damage incurred by Seller as a result of Buyer's breach and may apply the deposit as it deems fit.

8. **TRADE-IN EQUIPMENT:** If a portion of the Price will be payable by delivery from Buyer to Seller of an item of Trade-In Equipment noted on the front of this Agreement, Buyer acknowledges that the trade allowance noted is based upon the facts available to Seller at the time the Sales Agreement is signed. If the Trade-in Equipment is not to be delivered to Seller until delivery of the Equipment purchased hereunder, then Seller will be provided the opportunity to inspect and reappraise the trade allowance amount at the time of delivery. If the trade allowance assessed by Seller at delivery is lower than the original amount, the deficit amount will be paid by Buyer in cash or by financing as noted on the front of this Agreement. If there is any remaining term on a manufacturer's warranty (or any other express warranty) for the Trade-In Equipment, Buyer agrees to sign any forms requested by Seller in order to transfer such warranty to Seller. Buyer represents and warrants to Seller that it has the authority to transfer the Trade-In Equipment to Seller, free and clear of all liens, encumbrances or other restrictions.

9. **SECURITY INTEREST:** To secure Buyer's obligations to pay for the Equipment and all other amounts due or to become due under this Agreement, Buyer hereby grants Seller a purchase-money security interest in the Equipment, all parts, accessories, attachments, replacements and additions related to the Equipment, and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under this Agreement or commits any other default, all amounts owed under this Agreement will become immediately due and payable, and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Uniform Commercial Code or other applicable law.

10. **TAXES AND FEES:** Buyer shall pay all applicable sales, consumer, use and similar taxes for the purchase of the Equipment. To the extent Seller is required or deemed responsible for any such taxes, Buyer shall reimburse Seller immediately upon demand for any taxes paid or incurred by, or assessed against, Seller, including any related penalties or interest. Buyer shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the Equipment.

11. **LIMITATION ON CLAIMS; NOTICES:** It shall be a condition precedent to any liability of Seller, whether in contract, tort, or otherwise, arising out of this Agreement or any other dealings between the parties that Buyer provide written notice to Seller of any claim, controversy, or alleged breach of this Agreement within (30) days of the event or occurrence giving rise to such claim controversy or alleged breach and that Buyer provide Seller with a reasonable opportunity to cure the problems or issues. Notwithstanding the foregoing, Buyer must provide Seller with notice of any claim, controversy, or alleged breach of this Agreement and file any cause of action related to same within twelve (12) months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve (12) month period. Whenever this Agreement requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company.

12. **CHOICE OF LAW, WAIVER OF JURY TRIAL:** The parties agree that this Agreement is accepted and entered into at the home office of Seller. This Agreement shall be construed and enforced under the laws of the State of Missouri, without giving effect to the choice of laws provisions thereof. The parties hereby each waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of this Agreement or the relationship of Seller and Buyer. The remedies expressly provided for in these terms and conditions will be in addition to any other remedies that Seller may have under the Uniform Commercial Code, other applicable law or in equity.

13. **ATTORNEYS' FEES:** Buyer agrees to pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in enforcing the terms of this Agreement.

14. **MISCELLANEOUS:** This Agreement may not be changed, altered or amended in any way except in writing signed by an authorized representative of Seller and Buyer. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement or final payment by Buyer. For the avoidance of doubt, the warranty, limitation of liability, attorneys' fees and miscellaneous provisions shall survive expiration or termination of this Agreement. Buyer acknowledges and agrees that Buyer has had an adequate opportunity to review this Agreement, and this Agreement shall not be construed against or in favor of Buyer or Seller. The captions in this Agreement are for convenience of reference only, and shall not define or limit any of the terms. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of any of the terms and conditions will be effective against Seller unless it is in a writing signed by an authorized representative of Seller. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Agreement. If any of these terms or conditions, or any part thereof, is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. Buyer may not assign this Agreement without the prior written consent of Seller. The rights and interests of Seller may be assigned, either in whole or in part, without notice to or consent of Buyer. Except as otherwise specifically provided herein, these terms and conditions are for the exclusive benefit of Seller and Buyer and no other person will have rights hereunder. Signatures transmitted via facsimile or electronically transmitted signatures (e.g., "pdf signatures attached to an e-mail") shall be deemed originals and shall bind such party to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Authorized Buyer Signature:

Date:



VLP

AN EQUIPMENTSHARE COMPANY

SALES AGREEMENT

Date: 11-12-2021

Order #: _____

Kansas City, MO

Wichita, KS

Joplin, MO

Topeka, KS

Garden City, KS

(816) 241-9290

(316) 838-3346

(417) 781-8222

(785) 267-4345

(620) 275-1996

(816) 241-1738 Fax

(316) 838-0087 Fax

(417) 781-2768 Fax

(785) 267-0185 Fax

(620) 275-4178 Fax

Company Name: leavenworth county public works

SHIP TO: 23690 187th street

Address: 300 walnut street

leavenworth kansas 66048

City, State, Zip: leavenworth kansas 66048

EMAIL: fgeorge@leavenworthcounty.gov

Contact: Frank George

Phone: 913-547-0753

PO#: _____

TERMS:

NET ON DELIVERY

FINANCE

APPROVED TERMS

Quantity	MAKE, MODEL, DESCRIPTION	Stock #	Serial No./Attach.	Cash Price Each Item
1	new case tr270b enhanced high flow cfl with 72 inch smooth bucket and boce specd to case quote 701589422			56395.00
1	fluids and filters for standard scheduled maintenance for 5 years/5000 hours			4222.45
1	extended ppp warranty for 5 years/5000 hours			5964.00
	pending successful demo			
	5 year 5000 hour annual lease quoted at 10611.72 per year			

WARRANTY: *Equipment sold "As-Is" unless otherwise stated.*

ADDITIONAL INFO:

factory case warranty with extended ppp warranty, see above

Trade-In Equipment:

First Year Used	Hours	Make	Model	Serial No.	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of blanket liens, encumbrance, and security interests except to the extent shown below. _____ initials

- 1. Trade Allowance \$ _____
- 2. _____ \$ _____
- 3. Less Amount Owed \$ _____
- 4. Net Trade Allowance, (1 - 2) \$ _____

The secured debt on the trade-in equipment is owed to:

Lender Name - 1st Lien _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Account Number _____

Payoff good through _____ Blanket Lienholder _____

Upon delivery, it is agreed that Purchaser will pay all taxes and other charges and settle for the purchase price as follows:

- 1. Total Cash Price \$ 66581.45
 - 2. Less: Trade-In Allowance \$ _____
 - 3. Applied Rental \$ _____
 - 4. **TRADE DIFFERENCE** \$ _____
 - 5. Enter ____ % Sales Tax \$ _____ Exempt
 - 6. Equipment Total \$ _____
 - 7. Less Cash Down Payment \$ (_____)
 - 8. Cash Due on Delivery \$ _____
- This is a cash transaction. If the Purchaser so requests prior to acceptance, the unpaid balance will be handled as a time sales transaction, subject to available financing and credit approval.
- 9. F & I Payoff \$ _____
 - 10. Document Fees \$ 355.50+44.50
 - 11. Insurance \$ _____
 - 12. Net Financed \$ 66981.45

By signing below, Buyer acknowledges and agrees as follows:

1. Buyer has carefully reviewed this Agreement, including the Terms and Conditions on the reverse/Page 2 hereof. This Agreement, including the Terms and conditions on the reverse side, represents the entire agreement between the parties relating to the purchase and sale of the Equipment and supersedes any prior negotiations or agreements; ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. 2. Buyer acknowledges receipt of operating manuals and instructions regarding the safe and proper use of the Equipment, and Buyer agrees to follow such manuals and instructions and use safety belts, guard rails (scaffolding) and/or other safety equipment required or recommended by the manuals and instructions. 3. To secure payment of any amounts due to Seller under this Agreement, Seller hereby retains, and Buyer hereby grants to Seller, a purchase money security interest in all Equipment sold under this Agreement and the proceeds thereof as further described in the Terms and Conditions on the reverse side. Buyer authorizes Seller to file this Agreement, or a copy thereof, as a financing statement in any filing office or offices where such filing may be required to perfect Seller's security interest in the Equipment. 4. THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER BY SELLER OR THE MANUFACTURER IS THE MANUFACTURER WARRANTY, IF ANY, AND NO ORAL REPRESENTATIONS WILL BE THE BINDING UPON SELLER. USED EQUIPMENT IS SOLD "AS IS" UNLESS BUYER PURCHASES A WARRANTY, IF AVAILABLE. SELLER DISCLAIMS ANY WARRANTY NOT PROVIDED HEREIN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. 5. Past due amounts will bear interest at the lesser of 1.5% per month or the highest lawful rate. 6. This Agreement is not binding upon Seller until accepted in writing by an authorized representative of Seller.

Buyer (Authorized Signature): _____ Title: _____ Date: _____

Seller: VLP an EquipmentShare Company

Salesperson: _____ Print Name: _____

Signature

TERMS AND CONDITIONS

This Sales Agreement ("Agreement"), including these Terms and Conditions, constitutes a contract for the sale and purchase of the Equipment and other goods and related services set forth on the front of this Agreement (collectively referred to as the "Equipment"), between Buyer and Seller. This Agreement is binding upon Buyer's successors and permitted assigns. Any and all additional or different terms or conditions set forth in a purchase order or other communication in any form from Buyer are objected to by Seller and shall not be effective or binding unless specifically accepted in writing by an authorized representative of Seller.

1. **SELLER NOT AGENT OF MANUFACTURER:** It is understood that there is no relationship of principal and agent between the Seller and the manufacturer and that Seller is not authorized to act, or attempt to act, or represent itself as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer.

2. **LIMITED WARRANTY; DISCLAIMER OF WARRANTY:**

(a) **FOR NEW EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THAT OF THE MANUFACTURER, IF ANY.**

(b) **FOR USED EQUIPMENT, THE ONLY EXPRESS WARRANTY EXTENDED TO BUYER IS THE REMAINING TERM OF ANY APPLICABLE MANUFACTURER WARRANTY TO THE EXTENT SUCH WARRANTY IS EXPRESSLY TRANSFERRED FROM SELLER TO BUYER BY A SEPARATE WRITTEN AGREEMENT. IF NO MANUFACTURER WARRANTY IS TRANSFERRED AND NO EXTENDED WARRANTY PLAN NOTED IN (d) BELOW IS PURCHASED BY BUYER, THEN BUYER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT IT IS BUYING THE EQUIPMENT "AS IS" AND "WITH ALL FAULTS".**

(c) **FOR NEW AND USED EQUIPMENT, SELLER MAY OFFER BUYER AN EXTENDED WARRANTY PLAN OFFERED BY A THIRD PARTY VENDOR. IF SUCH A PLAN IS PURCHASED BY BUYER, THEN BUYER SHALL HAVE AN EXPRESS WARRANTY FROM SUCH THIRD PARTY VENDOR. SELLER IS NOT A PARTY TO SUCH PLAN.**

(d) Buyer acknowledges that the Equipment is of the size, design, capacity and manufacture selected by Buyer. Buyer represents that it has relied upon its own skill and judgment in selecting the Equipment for use with its designated purposes. **BUYER HEREBY ACKNOWLEDGES THAT SELLER MAKES NO EXPRESS WARRANTY WITH RESPECT TO THE EQUIPMENT AND THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE EQUIPMENT THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS OR IMPLIED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE EQUIPMENT.**

(e) Buyer's acceptance (or deemed acceptance) of any Equipment shall conclusively establish that such Equipment has been inspected by Buyer and is in the condition required by this Agreement. Except as set forth specifically in this Section, all Equipment is sold to and accepted by Buyer "AS IS" and "WITH ALL FAULTS". Buyer acknowledges and agrees that Seller has not in any manner adopted the manufacturer's warranty as a warranty of Seller, and Buyer acknowledges and agrees that Buyer shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Buyer and Seller, Buyer assumes the entire risk as to the quality and performance of any of the Equipment. As between Buyer and Seller, Buyer assumes the entire cost of service, maintenance, repair and loss with respect to any Equipment found to be defective.

(f) The manufacturer or other extended warranty purchased by Buyer, as applicable, sets forth Buyer's sole and exclusive remedy in the event of a defect in workmanship or materials to the Equipment and shall not be deemed to have failed their respective essential purpose so long as manufacturer or other third-party warranty provider is willing and able to carry out the terms of the exclusive warranty for the Equipment. Nevertheless, should Seller be found to have created any express or implied warranties hereunder despite its express and unequivocal disclaimer of such warranties, they shall be limited to the duration of the manufacturer's express warranty, and the exclusive remedy for breach of warranty shall be repair of the goods or replacement of defective parts. It is expressly understood that should Seller perform any repairs or other work under any manufacturer's express or written warranty, such repairs or work are performed only pursuant to Seller's contractual obligations to said manufacturer, and are not to be construed as separate obligations to Buyer. Any obligation that Seller may have to perform repairs under any manufacturer's written warranty shall cease immediately upon the termination of Seller's contractual obligations to the manufacturer for such repairs.

3. **LIMITATION OF LIABILITY: SELLER WILL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE, OR FOR CLAIMS MADE BY A THIRD PARTY. NOTWITHSTANDING THE FACT THAT SELLER PROVIDES NO WARRANTY FOR THE EQUIPMENT, IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE OF ANY ITEM OF EQUIPMENT EXCEED THE PURCHASE PRICE PAID FOR SUCH ITEM OF EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

4. **DELIVERY AND ACCEPTANCE:** Seller shall endeavor to deliver the Equipment to Buyer on the delivery date agreed upon by Seller, provided, however, Seller shall have no liability for failure or delay in delivering the Equipment to Buyer. Without limiting the generality of the prior sentence, Seller shall not be liable for failure or delay in delivery where such failure or delay is due, in whole or in part, to any cause other than the gross negligence of Seller. Further, Seller will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, material shortage, fire, accident or other casualty, war, terrorist act or civil disturbance, delay of transportation, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Seller. Buyer shall bear all risk of loss with respect to each item of Equipment once Buyer takes possession. Buyer agrees to inspect the Equipment immediately upon its delivery, and unless Buyer notifies Seller that Equipment is not in good working order within ten (10) days of delivery, Buyer is deemed to accept the Equipment "AS IS".

5. **LOADING AND TRANSPORTATION CHARGES:** Loading and unloading of the Equipment by Buyer at Seller's facility shall be supervised and directed by Buyer, who assumes all responsibility therefor. If Buyer requests Seller to deliver the Equipment or pick up any Trade-In Equipment, Buyer agrees to pay Seller its transportation charges for delivery and pick up.

6. **PAYMENT:** Buyer shall pay to Seller the Price for the Equipment and any related costs and services in accordance with the provisions on the front of this Agreement. If Buyer fails to fully pay any amount when

due under this Agreement, interest shall accrue on the outstanding balance due at a rate equal to the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law. Said interest shall be deemed a part of the Price and not in lieu of any other remedies provided for herein.

7. **NO CANCELLATIONS:** Buyer acknowledges that this Agreement may not be cancelled by Buyer without the prior written approval of Seller for each item of Equipment. Accordingly, Buyer's failure to accept delivery or refusal to pick up the Equipment (depending upon the form of delivery) is a default under this Agreement. Upon the occurrence of such a default and the continuation of such default for five (5) days following notice from Seller to Buyer of such default, then, in addition to the interest stated in paragraph 6 above, Seller shall be entitled to all remedies provided by law which accrue as a result of said breach, including, but not limited to, any and all of the remedies available to Seller pursuant to the Uniform Commercial Code. Further, Seller may retain all or such portion of any deposit that it deems necessary to offset the damage incurred by Seller as a result of Buyer's breach and may apply the deposit as it deems fit.

8. **TRADE-IN EQUIPMENT:** If a portion of the Price will be payable by delivery from Buyer to Seller of an item of Trade-In Equipment noted on the front of this Agreement, Buyer acknowledges that the trade allowance noted is based upon the facts available to Seller at the time the Sales Agreement is signed. If the Trade-In Equipment is not to be delivered to Seller until delivery of the Equipment purchased hereunder, then Seller will be provided the opportunity to inspect and reappraise the trade allowance amount at the time of delivery. If the trade allowance assessed by Seller at delivery is lower than the original amount, the deficit amount will be paid by Buyer in cash or by financing as noted on the front of this Agreement. If there is any remaining term on a manufacturer's warranty (or any other express warranty) for the Trade-In Equipment, Buyer agrees to sign any forms requested by Seller in order to transfer such warranty to Seller. Buyer represents and warrants to Seller that it has the authority to transfer the Trade-In Equipment to Seller, free and clear of all liens, encumbrances or other restrictions.

9. **SECURITY INTEREST:** To secure Buyer's obligations to pay for the Equipment and all other amounts due or to become due under this Agreement, Buyer hereby grants Seller a purchase-money security interest in the Equipment, all parts, accessories, attachments, replacements and additions related to the Equipment, and all proceeds of any of the foregoing, including, but not limited to, money, checks, deposit accounts and all other cash proceeds and non-cash proceeds and any insurance proceeds payable to Buyer by reason of loss or damage to any of the foregoing property. If Buyer fails to timely make any payments owed under this Agreement or commits any other default, all amounts owed under this Agreement will become immediately due and payable, and Seller may proceed to foreclose on the security interest granted herein and may exercise any and all remedies available to it under the Uniform Commercial Code or other applicable law.

10. **TAXES AND FEES:** Buyer shall pay all applicable sales, consumer, use and similar taxes for the purchase of the Equipment. To the extent Seller is required or deemed responsible for any such taxes, Buyer shall reimburse Seller immediately upon demand for any taxes paid or incurred by, or assessed against, Seller, including any related penalties or interest. Buyer shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the Equipment.

11. **LIMITATION ON CLAIMS; NOTICES:** It shall be a condition precedent to any liability of Seller, whether in contract, tort, or otherwise, arising out of this Agreement or any other dealings between the parties that Buyer provide written notice to Seller of any claim, controversy, or alleged breach of this Agreement within (30) days of the event or occurrence giving rise to such claim controversy or alleged breach and that Buyer provide Seller with a reasonable opportunity to cure the problems or issues. Notwithstanding the foregoing, Buyer must provide Seller with notice of any claim, controversy, or alleged breach of this Agreement and file any cause of action related to same within twelve (12) months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve (12) month period. Whenever this Agreement requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated in this Agreement, or (iii) one (1) day after being sent via overnight mail through a reputable overnight delivery company.

12. **CHOICE OF LAW, WAIVER OF JURY TRIAL:** The parties agree that this Agreement is accepted and entered into at the home office of Seller. This Agreement shall be construed and enforced under the laws of the State of Missouri, without giving effect to the choice of laws provisions thereof. The parties hereby each waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of this Agreement or the relationship of Seller and Buyer. The remedies expressly provided for in these terms and conditions will be in addition to any other remedies that Seller may have under the Uniform Commercial Code, other applicable law or in equity.

13. **ATTORNEYS' FEES:** Buyer agrees to pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in enforcing the terms of this Agreement.

14. **MISCELLANEOUS:** This Agreement may not be changed, altered or amended in any way except in writing signed by an authorized representative of Seller and Buyer. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement or final payment by Buyer. For the avoidance of doubt, the warranty, limitation of liability, attorneys' fees and miscellaneous provisions shall survive expiration or termination of this Agreement. Buyer acknowledges and agrees that Buyer has had an adequate opportunity to review this Agreement, and this Agreement shall not be construed against or in favor of Buyer or Seller. The captions in this Agreement are for convenience of reference only, and shall not define or limit any of the terms. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of any of the terms and conditions will be effective against Seller unless it is in a writing signed by an authorized representative of Seller. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Agreement. If any of these terms or conditions, or any part thereof, is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. Buyer may not assign this Agreement without the prior written consent of Seller. The rights and interests of Seller may be assigned, either in whole or in part, without notice to or consent of Buyer. Except as otherwise specifically provided herein, these terms and conditions are for the exclusive benefit of Seller and Buyer and no other person will have rights hereunder. Signatures transmitted via facsimile or electronically transmitted signatures (e.g., ".pdf" signatures attached to an e-mail) shall be deemed originals and shall bind such party to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Authorized Buyer Signature:

Date:

*****Regular Agenda***
Leavenworth County
Request for Board Action
Case No. DEV-21-161/162
Preliminary & Final Plat Grey's Corner**

Date: November 24, 2021
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Amy Allison, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a two-lot subdivision. Proposed Lot 1 is approximately 2.51 acres and Lot 2 is approximately 2.52 acres.

Analysis: The applicants are requesting approval of a two-lot subdivision for a parcel of land located at the intersection of 171st Street and McIntyre Road. Proposed Lot 1 is situated on the west side of the property, with access coming from 171st Street. An existing home and detached garage will remain on Lot 1. The detached garage does not meet the required 105 ft. setback; therefore, an exception must be granted. Additionally, the proposed lot line between Lot 1 and 2 is not at a 90-degree angle from the roadway so an exception will be required for the lot line as well. A second driveway will need to be removed to meet the Access Management Policy. The proposed lot meets all other standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Proposed Lot 2 consists of the remaining 2.52 acres of the original parcel. An existing shed is located on Lot 2 and will remain. With the exceptions listed previously, Lot 2 will also meet the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Recommendation: The Planning Commission voted 5-2 (2 absences) to recommend approval of Case No.DEV-21-161/162, Preliminary and Final Plat for Grey's Corner subject to conditions.

Alternatives:

1. Approve Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner, with or without conditions; or
2. Deny Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner, with or without conditions; or
4. Remand the case back to the Planning Commission.

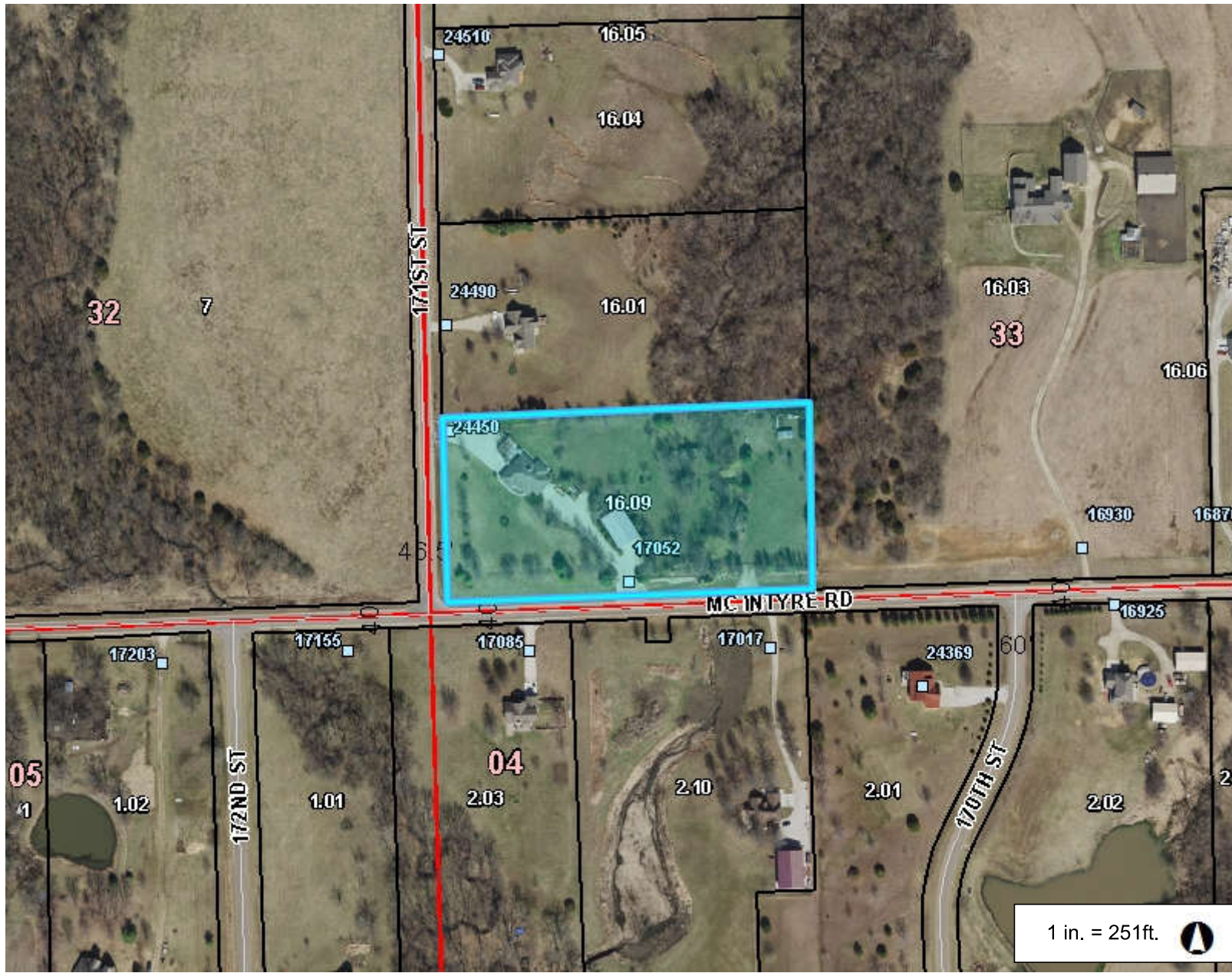
Budgetary Impact:

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

Total Amount Requested: \$0.00

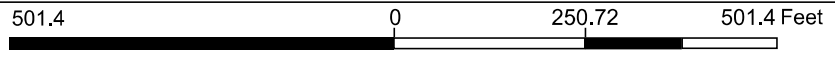
Additional Attachments: Staff Report, Plat, Planning Commission Minutes

DEV-21-108 & 109 Grey's Corner



- Legend**
- Address Point
 - Parcel Number
 - Lot Line
 - Parcel
 - ⋮ City Limit Line
 - Major Road
 - Yellow line <all other values>
 - Orange line 70
 - Road
 - + Railroad
 - Section
 - Red outline Section Boundaries
 - Grey outline County Boundary

1 in. = 251ft.



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

Notes

*****Regular Agenda*****
Case No. DEV-21-161/162
Grey's Corner
Preliminary and Final Plat

Staff Report – Board of County Commissioners

November 24, 2021

GENERAL INFORMATION:

**Applicant/
Property Owner:** Ronald and Barbel Grey
24450 171st Street
Leavenworth, KS 66048

Agent: Joe Herring
Herring Surveying Company
315 N 5th Street
Leavenworth, KS 66048

Legal Description: A tract of land in the South ½ of the Southwest 1/4 of Section
33, Township 9 South, Range 22 East of the 6th P.M, in Leavenworth
County, Kansas.

Parcel Size: ± 5.02 acres

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

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

Parcel ID No.: 108-33-0-00-00-016.09

Planner: Amy Allison

REPORT:

Planning Commission Recommendation

The Planning Commission voted 5-2 (2 absences) to recommend approval of DEV-21-161/162 Grey's Corner, with the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. Chuck Magaha – Emergency Management, September 30, 2021
 - b. Rural Water District #8, September 29, 2021
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required if necessary infrastructure is available.
6. An exception shall be granted for the setback requirements for the detached garage on Lot 1.
7. An exception shall be granted for the proposed lot line between Lot 1 and Lot 2.
8. The driveway accessing McIntyre Road on Lot 1 will need to be removed in compliance with Article 41 – Access Management.

9. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Request

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

Adjacent Land Use

The surrounding properties are residences and farms on varying sized parcels ranging from 5 acre to over 236 acres in size.

Flood Plain

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0250G July 16, 2015.

Utilities/Services

Sewer: Private septic system

Fire: Fire District 1

Water: RWD 8

Electric: FreeState

Access/Streets

The property is accessed by both 171st Street and McIntyre Road. 171st Street is a local County road with a paved surface, ± 22' wide. McIntyre Road is a local County road with a paved surface ± 22' wide.

Agency Comments

See attached comments – Email – Mitch Pleak – Public Works, November 3, 2021

See attached comments – Email – Michael Bogina – Olsson, November 4, 2021

See attached comments – Email – Chuck Magaha – Emergency Management, September 30, 2021

See attached comments – Email – David Van Parys – County Counselor, October 5, 2021

See attached comments – Email – Rural Water District 8, September 29, 2021

See attached comments – Email – Amanda Tarwater – FreeState, September 28, 2021

Findings

1. The proposed subdivision is consistent with the zoning district of RR 2.5; Rural Residential Zoning 2.5 acre minimum size parcels and meets the lot-depth to lot-width ratio of 3.5:1 or 4:1, have the minimum frontage of 200', Minimum lot size of 2.5 acres.

2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements. (See condition 4)

3. At time of development, fire hydrants shall be required if water facilities are available. (See condition 5)

4. The proposed subdivision is in alignment with the Comprehensive Plan.

5. The existing detached garage (Lot 1) does not meet the required setbacks in Article 21. An exception will need to be granted for the setback of the detached garage. (See condition 6)

6. The proposed lot line layout between Lot 1 and 2 does not meet Article 50 – Section 40.3.d. which requires a straight line. An exception will need to be granted for the proposed lot layout. (See condition 7).

Subdivision Classification

Class "C": Any subdivision in which all of the lots lie within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4)

Staff Comments

The applicants are proposing a two-lot subdivision. Each lot meets the minimum requirements for the RR-2.5 District. Both lots are approximately 2.51 acres in size, with Lot 1 accessing off of 171st Street and Lot 2 accessing off of McIntyre Road. A second driveway on Lot 1 does not meet the Access Management Policy so it will need to be removed (Condition 6). This subdivision has existing water access to RWD #8, who has

indicated that they can support another lot. If the Planning Commission approves the exceptions presented, Staff is supportive of the request.

ACTION OPTIONS:

1. Approve Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner, with or without conditions; or
2. Deny Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-161/162, Preliminary and Final Plat for Grey's Corner, with or without conditions; or
4. Remand the case back to the Planning Commission.

ATTACHMENTS:

Aerial Map
Memorandums
Public Comments
Drainage Report
Preliminary and Final Plat

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

Office Use Only	
PID: _____	
Township: _____	
Planning Commission Meeting Date: _____	
Case No. _____	Date Received/Paid: _____
Zoning District _____	
Comprehensive Plan land use designation _____	

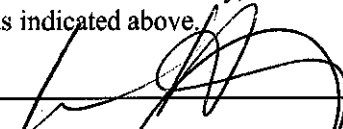
APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Ronald and Barbel Grey</u>
MAILING ADDRESS: <u>315 N. 5th Street</u>	MAILING ADDRESS <u>24450 171st Street</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP <u>Leavenworth, KS 66048</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL : <u>herringsurveying@outlook.com</u>	EMAIL <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: GREY'S CORNER

Address of Property: 24450 171st Street

Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>5.03 AC</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>2.51 AC</u>
Maximum Lot Size: <u>2.51 AC</u>	Proposed Zoning: <u>RR-2.5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 8</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>#1</u>	Electric Provider: <u>FreeState</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification <u>Local - Collector - Arterial - State - Federal</u>	
Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number:		
I, the undersigned, am the owner <u>duly authorized agent</u> of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.		
Signature: 	Date: <u>9/23/21</u>	

ATTACHMENT A

AFFIDAVIT

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

COUNTY OF LEAVENWORTH

STATE OF KANSAS

We/I Ronald A. Grey Jr. and Barbel B. Grey

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at - 24450 171st ST Leavenworth, KS 66048. and that we authorize the following people or firms to act in our interest with the Leavenworth County Planning and Zoning Department for a period of one calendar year. Additionally, all statements herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

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

2)

Signed and entered this 23 day of September 2021.

913-634-1529
Ronald A. Grey Jr. 24450 171st ST Leavenworth, Ks, Barbel B. Grey
Print Name, Address, Telephone

Ronald A. Grey Jr. / Barbel B. Grey
Signature Ronald A. Grey Jr. / Barbel B. Grey

STATE OF KANSAS)
) SS
COUNTY OF LEAVENWORTH)

Be it remember that on this 24th day of September 2021, before me, a notary public in and for said County and State came Ronald & Barbel Grey to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC Melissa D. Johnson
Melissa D. Johnson

My Commission Expires: 04/10/2024



Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Wednesday, November 3, 2021 10:27 AM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; Gentzler, Joshua; 019-2831
Subject: RE: Grey's Corner Comments

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.

Amy,
Lauren and I have reviewed the revised PP with no further comments.

Thanks,
Mitch

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Wednesday, November 3, 2021 8:08 AM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: FW: Grey's Corner Comments

Lauren and Mitch,

Please see the revised Grey's Corner prelim.

Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Tuesday, November 2, 2021 3:49 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: Re: Grey's Corner Comments

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

See attached - it was there but I clipped it in paper space.

Thank you - Joe Herring

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

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, November 2, 2021 3:19 PM
To: 'Joe Herring' <herringsurveying@outlook.com>

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Tuesday, October 26, 2021 5:14 PM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; 019-2831; Gentzler, Joshua
Subject: RE: DEV-21-161 & 162 Grey's Corner Comments

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Amy,
Lauren and I have reviewed the revised FP with no comments.

Thanks,

Mitch Pleak

From: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Sent: Monday, October 25, 2021 9:45 AM
To: Mitch Pleak <mpleak@olsson.com>
Cc: Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: FW: DEV-21-161 & 162 Grey's Corner Comments

Mitch,

Please see attached for review.

Lauren

From: Joe Herring <herringsurveying@outlook.com>
Sent: Saturday, October 23, 2021 9:14 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Sloop, Stephanie <ssloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: Re: DEV-21-161 & 162 Grey's Corner Comments

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Please see attachments.
Still owe LSRR & Prelim Plat Revision

Thank you - Joe Herring

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

From: Allison, Amy <AAllison@leavenworthcounty.gov>

Sent: Friday, October 8, 2021 3:31 PM

To: 'Joe Herring' <herringsurveying@outlook.com>

Cc: Sloop, Stephanie <ssloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>

Subject: DEV-21-161 & 162 Grey's Corner Comments

Good Afternoon Joe,

Please find the comments for the Grey's Corner application attached, except for Planning's. I will have those to you on Monday.

Let me know if you have any questions.

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Wednesday, November 3, 2021 10:25 AM
To: Allison, Amy
Cc: Anderson, Lauren; Noll, Bill; Gentzler, Joshua; 019-2831
Subject: FW: FW: Grey's Corner Comments

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Amy,
Lauren and I have reviewed the revised drainage report with no further comments.
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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From: David Lutgen <dlutgen72@gmail.com>
Sent: Tuesday, November 2, 2021 5:28 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Joe Herring <herringsurveying@outlook.com>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>; Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>
Subject: Re: FW: Grey's Corner Comments

All,

Updated report is attached.

Thanks

David Lutgen

On Tue, Nov 2, 2021 at 12:11 PM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Allison, Amy

From: Anderson, Lauren
Sent: Thursday, November 4, 2021 10:49 AM
To: 'Joe Herring'
Cc: PZ
Subject: RE: Grey Corner

Joe,

Please see the reviewed, no comment survey review.

Lauren

From: Joe Herring <herringsurveying@outlook.com>
Sent: Wednesday, November 3, 2021 5:32 PM
To: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: Re: Grey Corner

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Here is an unsigned copy - can get that accomplished but wont be in office tomorrow.

Thank you - Joe Herring

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

From: Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Sent: Wednesday, November 3, 2021 1:04 PM
To: 'Joe Herring' <herringsurveying@outlook.com>; PZ <PZ@leavenworthcounty.gov>
Subject: RE: Grey Corner

Joe,

Please see the attached survey comments. It appears the LSRR doesn't match the plat.

Thanks,
Lauren

From: Joe Herring <herringsurveying@outlook.com>
Sent: Wednesday, November 3, 2021 11:33 AM
To: PZ <PZ@leavenworthcounty.gov>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>
Subject: Grey Corner

MEMO

To: Krystal Voth
From: Chuck Magaha
Subject: Grey's Corner
Date: October 8, 2021

Krystal, I have reviewed the preliminary plat of the Gray's Corner Subdivision presented by Ronald Grey. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along 171st and McIntyre on the corner of this Subdivision along the roadway. I have no further recommendation for this subdivision.

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

Allison, Amy

From: Van Parys, David
Sent: Tuesday, October 5, 2021 10:08 AM
To: Allison, Amy
Subject: RE: RE: DEV-21-161 & 162 Preliminary and Final Plat – Grey's Corner

Nothing legally remarkable.

From: Allison, Amy
Sent: Tuesday, September 28, 2021 9:27 AM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'Firedistrict1@fd1lv.org' <Firedistrict1@fd1lv.org>; 'Amanda.holloway@freestate.coop' <Amanda.holloway@freestate.coop>; 'RWD8LV@gmail.com' <RWD8LV@gmail.com>; 'Mitch Pleak' <mpleak@olsson.com>; Anderson, Lauren <LAnderson@leavenworthcounty.gov>; Thorne, Eric <ethorne@lvsheriff.org>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>; Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-161 & 162 Preliminary and Final Plat – Grey's Corner

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Grey's Corner, a 2-lot subdivision at 24450 171st Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, October 6, 2021.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at AAllison@LeavenworthCounty.org.

Thank you,
Amy Allison, AICP
Deputy Director
Planning & Zoning
Leavenworth County
913.684.5757

Allison, Amy

From: Rural Water <rwd8lv@gmail.com>
Sent: Wednesday, September 29, 2021 11:21 AM
To: Allison, Amy
Subject: Re: DEV-21-161 & 162 Preliminary and Final Plat – Grey’s Corner

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Amy Allison,

RWD#8 supplies water service to Ron Grey at 24450 171st St. (Lot#1) the account is in good standing with RWD#8. RWD#8 has been asked if we could provide one additional service for (Lot#2) yes with proper application made to the Board of RWD#8 water service could be available. There is a 6" water line across the property frontage (North side of McIntyre RD.)

RWD#8 does not provide fire flow.

If you have any questions: 913-796-2164.

On Tue, Sep 28, 2021 at 9:26 AM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Grey’s Corner, a 2-lot subdivision at 24450 171st Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, October 6, 2021.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at AAllison@LeavenworthCounty.org.

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.684.5757

--

*Becky Fousek
Office Manager
Rural Water District #8-LV CO*

Allison, Amy

From: Amanda Tarwater <amanda.holloway@freestate.coop>
Sent: Tuesday, September 28, 2021 10:32 AM
To: Allison, Amy
Subject: Re: DEV-21-161 & 162 Preliminary and Final Plat – Grey's Corner

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



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

From: "Allison, Amy" <AAllison@leavenworthcounty.gov>
Date: Tuesday, September 28, 2021 at 9:27 AM
To: "Magaha, Chuck" <cmagaha@lvsheriff.org>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, "Van Parys, David" <DVanParys@leavenworthcounty.gov>, "Firedistrict1@fd1lv.org" <Firedistrict1@fd1lv.org>, Amanda Tarwater <amanda.holloway@freestate.coop>, "RWD8LV@gmail.com" <RWD8LV@gmail.com>, 'Mitch Pleak' <mpleak@olsson.com>, "Anderson, Lauren" <LAnderson@leavenworthcounty.gov>, "Thorne, Eric" <ethorne@lvsheriff.org>
Cc: "Sloop, Stephanie" <SSloop@leavenworthcounty.gov>, "Gentzler, Joshua" <JGentzler@leavenworthcounty.gov>
Subject: RE: DEV-21-161 & 162 Preliminary and Final Plat – Grey's Corner

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Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Grey's Corner, a 2-lot subdivision at 24450 171st Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, October 6, 2021.

Allison, Amy

From: Sid <sid3253@yahoo.com>
Sent: Monday, November 8, 2021 7:42 PM
To: PZ
Cc: bocc
Subject: Grey Rezoning RR-5 to RR-2.5 (DEV-21-046)
Attachments: imagejpeg_03.jpg; imagejpeg_02.jpg; imagejpeg_01.jpg

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Grey Rezoning RR-5 to RR-2.5 (DEV-21-046)

Dear Planning and Zoning -

This proposed subdivision plat just doesn't fit in with the existing buildings and driveways and lay out and REGULATIONS. This proposed subdivision is disfunctional and is not in the best interests of a subdivision just the best interests of Greys. A subdivision is suppose to be an asset to the community not a disruption to the existing houses and driveway that exist in order to make it work. This plan is only making it work for the Greys which are so selfish they are willing to take the entrance off of McIntyre Road of the existing house subdivision side garage and barn and shut it down so they can have an entrance. Leaving the new owners without access to the barn and side garage. Let's be practical the new owners of the barn are still going to access the barn and side garage the easy way (across the grass), but now will be doing so illegally causing more problems in the neighborhood and complaints to the county. This will cause future problems in our neighborhood and future complaints to the Planning and Board of Commissioners when the new owners will want to access their barn and the garage under the house side of McIntyre and have to drive to it illegal if their current access is removed. The Grey's are trying to say that the barn can be accessed from the driveway that goes straight into a two car garage entrance. This is not logical or practical as there is a privacy side fence and patio that the drive would have to go through or the front yard that drops down off of a large retaining wall.

The existing detached garage (lot 1) does not meet the required setbacks in Article 21. Mr. Grey is and was a builder his entire life. He made no mistake when he did NOT follow the regulations on the 105 set back from the road with the 40 x 60 barn. If he had obeyed regulations he would not be needing this exception from the BOC. We are asking that you deny this subdivision.

The Greys continue to manipulate the system and think they do not have to obey regulations. Attached are pictures of the third accessory building that he led the planning and zoning to believe it was removed. It is not it is just hidden behind a pine tree out of view from the road. Again, manipulating the system and thinking they do NOT have to obey regulations.

The proposed lot line layout between Lot 1 and 2 DOES NOT meet Article 50 – Section 40.3.d WHICH REQUIRES A STRAIGHT LINE. We are asking that you deny this subdivision.

We are asking that you deny the many exceptions that we have been submitting prior to the rezoning that are in violation of county regulations. This proposed plat now subdivision of two houses is a stretch to try and make something happen at any cost ; we are asking that the Planning and Zoning

Commissioners go with the set regulations and NOT ASK FOR EXCEPTIONS to someone who does not and will not obey set regulations.

Thank You,

Sid Ramos, 24369 170th St., Leavenworth, Ks 66048

(913) 727-2633







Allison, Amy

From: Karen Fernandez <osogirl69@gmail.com>
Sent: Monday, November 8, 2021 5:12 PM
To: PZ
Cc: Smith, Doug; Culbertson, Jeff; Smith, Michael; Kaaz, Vicky; Johnson, Melissa
Subject: GREYS CORNER DEV. 21-161/162 - WEDNESDAY Nov. 10th Meeting
Attachments: Accessory Building not gone.jpg; Accesory Building not gone but hidden.jpg

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Dear Planning and Zoning - GREYS CORNER DEV 21-161/162

This proposed subdivision plat just does **NOT** fit in with the existing buildings and driveways and the layout **DOES NOT MEET COUNTY REGULATIONS**. This proposed subdivision is dysfunctional and **"is not"** in the best interests of a subdivision just the best interests of Greys. A subdivision should be an asset to the community not a "disruption" to the existing houses and driveway that exist in order **to make it work**. This proposed plan is only making it work for the Greys, which are so selfish they are willing to take the entrance off of McIntyre Road from the existing house subdivision side garage (not disclosed) and barn and shut it down so they can have an entrance. Leaving the new owners without access to the barn and side garage. Let's be practical the new owners of the barn are still going to access the barn and side garage the easy way (across the grass). As a result will be doing so illegally causing more problems in the neighborhood and complaints to the county. **This will cause future problems in our neighborhood and future complaints to the Planning and Board of Commissioners when the new owners will want to access their barn and the garage under the house side of McIntyre and will have to drive to it illegally if their current access is removed**. The Grey's are trying to say that the barn can be accessed from the driveway that goes straight into a two car garage entrance off of 171st Street. This is not logical or practical as there is a 6 ft. privacy side fence and patio that the drive would have to go through or the front yard that drops down off a large retaining wall.

The existing detached garage (lot 1) does not meet the required setbacks in Article 21. Mr. Grey is and was a builder his entire life. He made no mistake when **he "DID NOT" follow the regulations** on the 105 foot set back from the road with the 40 x 60 barn. **If he had obeyed regulations, he would not need this exception from the BOC. We are asking that you deny this subdivision.**

The Greys continue to manipulate the system and think they do not have to obey regulations. Attached are pictures of the third accessory building (the white building in the pictures obviously hidden behind a tree) that he led the planning and zoning to believe it was removed. It is not it is just hidden behind a pine tree out of view from the road. Again, manipulating the system and thinking they do NOT have to obey regulations.

6. The proposed lot line layout between Lot 1 and 2 DOES NOT meet Article 50 – Section 40.3.d, WHICH REQUIRES A STRAIGHT LINE. We are asking that you "Deny" this subdivision.

We are asking that you "Deny" the many exceptions that we have been submitting prior to the rezoning that are in violation of county regulations. This proposed subdivision/plat of two houses is a stretch to try and make something happen at any cost; we are asking that the Planning and Zoning Commissioners go with the set regulations and NOT ASK FOR EXCEPTIONS and DENY THIS SUBDIVISION/Plat to someone who has a pattern of flagrantly not obeying set County regulations.

Sincerely ,

Karen & John Fernandez

16930 McIntyre Road

Leavenworth, Kansas 66048

913-927-6715





Allison, Amy

From: BrennaLil <antyb39@aol.com>
Sent: Monday, November 8, 2021 4:26 PM
To: PZ; bocc
Subject: Grey's plat on McIntyre Road opposition

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 Planning and Zoning -

This proposed subdivision plat just doesn't fit in with the existing buildings and driveways and lay out and REGULATIONS. This proposed subdivision is dis functional and is not in the best interests of a subdivision just the best interests of Greys. A subdivision is suppose to be an asset to the community not a disruption to the existing houses and driveway that exist in order to make it work. This plan is only making it work for the Greys which are so selfish they are willing to take the entrance off of McIntyre Road of the existing house subdivision side garage and barn and shut it down so they can have an entrance. Leaving the new owners without access to the barn and side garage. Let's be practical the new owners of the barn are still going to access the barn and side garage the easy way (across the grass), but now will be doing so illegally causing more problems in the neighborhood and complaints to the county. This will cause future problems in our neighborhood and future complaints to the Planning and Board of Commissioners when the new owners will want to access their barn and the garage under the house side of McIntyre and have to drive to it illegal if their current excess is removed. The Grey's are trying to say that the barn can be accessed from the driveway that goes straight into a two car garage entrance. This is not logical or practical as there is a privacy side fence and patio that the drive would have to go through or the front yard that drops down off of a large retaining wall.

5. The existing detached garage (lot 1) does not meet the required setbacks in Article 21. Mr. Grey is and was a builder his entire life. He made no mistake when he did NOT follow the regulations on the 105 set back from the road with the 40 x 60 barn. If he had obeyed regulations he would not be needing this exception from the BOC. We are asking that you deny this subdivision.

The Greys continue to manipulate the system and think they do not have to obey regulations. Attached are pictures of the third accessory building that he led the planning and zoning to believe it was removed. It is not it is just hidden behind a pine tree out of view from the road. Again, manipulating the system and thinking they do NOT have to obey regulations.

6. The proposed lot line layout between Lot 1 and 2 DOES NOT meet Article 50 – Section 40.3.d WHICH REQUIRES A STRAIGHT LINE. We are asking that you deny this subdivision.

We are asking that you deny the many exceptions that we have been submitting prior to the rezoning that are in violation of county regulations. This proposed plat now subdivision of two houses is a stretch to try and make something happen at any cost ; we are asking that the Planning and Zoning Commissioners go with the set regulations and NOT ASK FOR EXCEPTIONS to someone who does not and will not obey set regulations.

Thank You,
Richard and Brenda Little
16925 McIntyre Road

Reference: GREYS CORNER DEV 21-161/162

Members of the Planning and Zoning

I am writing to request that you deny Rob and Barbara Grey's application for exemptions to the county's zoning regulations that they seek to facilitate the subdivision of their property. Their request for exemption does not meet the county's regulations and is based on a "slight-of-hand" effort to term a two-house area a subdivision.

The fact that the Grey's must resort to requesting two major exemptions to the county's zoning regulations highlight the inherent problems with their rezoning motion. First, to meet even the minimal requirements of the zoning regulations would require a radical and uneven redrawing of the property lines of the two proposed Lot 1 and Lot 2 properties to account for the existing structures presently on the site. This is a clear violation of the spirit and intent of Article 50- Section 40.3.d, in the zoning code, which requires property divisions to be laid on a straight and logical line.

The existing detached garage that would lie in the proposed Lot 1 already does not meet the required setbacks established in Article 21 of the zoning code. As the rezoning will require the driveway access to the barn from McIntyre Road to be cut, the Grey's exemption request will lead to additional problems for whoever purchases the Lot 1 property in the future. There is no access to the barn to the 171st Street front of the property on the North side of the lot due to existing structures. The access to the barn from the 171st Street front of the property on the South side of the lot is also restricted by retaining walls and a steeply slanted grade. In other words, the utility of the barn to the new owner would be severely curtailed without additional zoning requests to run an additional driveway from the barn to the 171st Street front of the property. Any such changes to Lot 1 would exacerbate existing problems with run-off and flooding in the area. As such, the zoning exemptions that the Grey's request would imperil the interests of the larger community.

Frankly, this whole issue stems from the Grey's changing their minds to suit their own desires to the detriment of the larger community and any future owners of both proposed Lots 1 and 2. They were the driving force behind originally getting the lots in the area zones into five-acre tracts. Now that this no longer suits them, they seek to bend and break the rules to get what they want. They can only accomplish this rezoning if you enable this flagrant violation of the spirit and intent of the zoning regulations.

For the good of the community, we ask that you deny the Grey's request for exemptions to the county's zoning code and place the greater good of the many above the narrow interests of the few.

Sincerely ,

Laura and Richard Faulkner
24490 171st Street
Leavenworth, Kansas 66048
913-250-0259

Allison, Amy

From: Joe Herring <herringsurveying@outlook.com>
Sent: Tuesday, November 9, 2021 3:45 PM
To: Allison, Amy
Cc: Sloop, Stephanie
Subject: Re: Grey's Corner Plat
Attachments: imagejpeg_0(1).jpg; IMG_9076.jpg

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Finished part of the shed is gone. Just got hauled off. The storage leanto 2 sided part is on skids and waiting for pickup.

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

From: Joe Herring <herringsurveying@outlook.com>
Sent: Tuesday, November 9, 2021 2:26:13 PM
To: Allison, Amy <AAllison@leavenworthcounty.gov>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>
Subject: Re: Grey's Corner Plat

It will be removed prior to the plat being recorded. Much like the driveway culvert. No reason to remove anything if the plat is denied.

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

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Tuesday, November 9, 2021 2:05:02 PM
To: 'Joe Herring' <herringsurveying@outlook.com>
Cc: Sloop, Stephanie <SSloop@leavenworthcounty.gov>
Subject: Grey's Corner Plat

Good Afternoon Joe,

We have received information and photos from neighbors that the third accessory structure that the applicant stated would be removed from the property is currently still on the property. Can your client provide evidence that the third structure has been removed? If not, staff will be requesting this item be continued on tomorrow's meeting do to the plat not being accurate.

Let me know if you have any questions.

Sincerely,

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





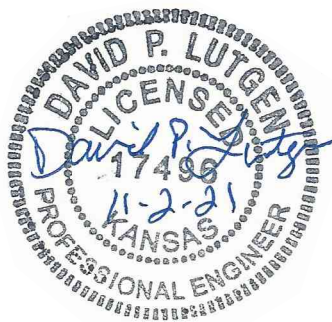
DANGER



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INCLUDING PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM.



Grey's Corner
Leavenworth County Kansas
Drainage Report
September 18, 2021
Revised October 11, 2021
Revised November 2, 2021



Parcel Information - The 5.02-acre (+/-) parcel is located at the north east corner of 171st Street and McIntyre Road in Leavenworth County KS. The property is zoned RR 2.5.

Existing Conditions – The site can be divided into two drainage areas, see exhibit #1. The site contains a single-family home along with a couple of outbuildings. The home entrance is off of 171st Street and there are two secondary entrances along McIntyre Road.

A c value was calculated for the drainage area as shown in the table below. The c value is based on the soil type, slopes, and existing land use, see Exhibits #2, #3, and #4.

Existing	c value	Acres in each Drainage Area			
		DA #1			
Wooded	0.35	0.40			
Gravel Drive	0.50	0.27			
Impervious	0.90	0.12			
Grass	0.20	3.09			
Composite c		0.26			

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

Developed Conditions – The proposed development will create one new residential building lot. The new home is assumed to be located as shown on exhibit #4. The west entrance on McIntyre Road will be removed. A composite c value was calculated for the drainage areas as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2, #3, and #4. The developed storm water runoff calculations include 10,000 sq ft of impervious area for the new building lot. This impervious area will account for the driveway, house footprint, and outbuilding. A composite c value for the drainage area was calculated as shown below.

Developed		Acres in each Drainage Area			
	c value	DA #1			
Wooded	0.35	0.40			
Gravel Drive	0.50	0.24			
Impervious	0.90	0.35			
Grass	0.20	2.89			
Composite c		0.30			

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

The storm water runoff for existing and developed conditions is summarized in the following tables. Calculations for the storm water runoff are included with the report.

DA #1

	Q10 cfs	Q100 cfs
Existing	5.1	9.1
Developed	6.0	10.7
Change	17.8%	17.7%

The increase in storm water runoff results in a 0.01-ft rise at the property line in a 10-yr storm and a 0.02-ft rise in a 100-yr storm, see exhibits #5 – #8.

Culvert – The County requested analysis of the existing 72” CMP on the south side of the property beneath McIntyre Road. The area draining to the culvert is shown in exhibit #9.

A composite c value was calculated for both conditions in the same manner as previously described.

Existing		Acres in each Drainage Area			
	c value	To Culvert			
Wooded	0.30	23.60			
Pasture	0.30	12.94			
Crops	0.50	68.47			
Gravel Drive	0.50	0.27			
Impervious	0.90	1.42			
Grass	0.20	10.12			
Composite c		0.42			

Developed		Acres in each Drainage Area		
	c value	To Culvert		
Wooded	0.30	23.60		
Pasture	0.30	12.94		
Crops	0.50	68.47		
Gravel Drive	0.50	0.24		
Impervious	0.90	1.65		
Grass	0.20	9.92		
Composite c		0.42		

The storm water runoff to the culvert for the existing and developed conditions is summarized in the following table. Calculations for the storm water runoff are included with the report.

To Culvert

	Q10 cfs	Q100 cfs
Existing	227.2	404.7
Developed	227.2	404.7
Change	0.0%	0.0%

Conclusion – The creation of an additional building lot on this parcel of ground results in an 18% increase in storm water runoff from the property but has no impact on the overall drainage area.

GREY'S CORNER

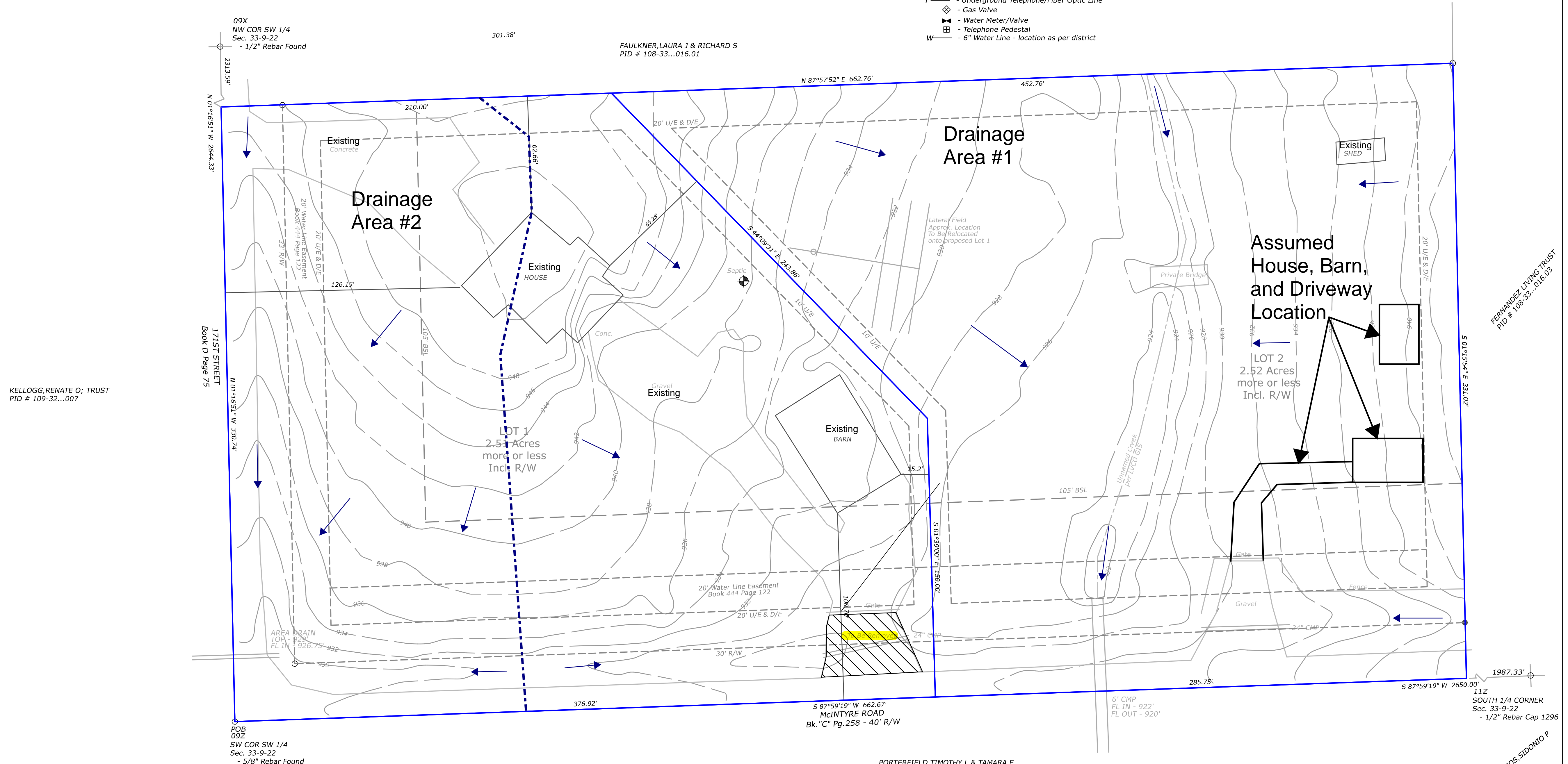
A Minor Subdivision in the Southwest Quarter of Section 33, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:
Ronald and Barbel Grey
24450 171st Street
Leavenworth, KS 66048
PID # 108-33-0-00-00-016.09

RECORD DESCRIPTION:
A tract of land in the South 1/4 of the Southwest 1/4 of Section 33, Township 9 South, Range 22 East of the 6th P.M., more fully described as follows: Beginning at the Southwest corner of said Southwest 1/4, thence North 00°00'00" East for a distance of 330.74 feet along the West line of said Southwest 1/4, thence North 89°14'43" East for a distance of 662.76 feet, thence South 00°00'57" West for a distance of 331.02 feet to the South line of said Southwest 1/4, thence South 89°16'10" West for a distance of 662.67 feet along said South line to the point of beginning, in Leavenworth County, Kansas.

- LEGEND:
- - 1/2" Rebar Set with Cap No. 1296
 - - 1/2" Rebar Found, unless otherwise noted.
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 - () - Record / Deeded Distance
 - U/E - Utility Easement
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 - ⊕ - Water Meter/Valve
 - ⊕ - Telephone Pedestal
 - W - 6" Water Line - location as per district



KELLOGG, RENATE O; TRUST
PID # 109-32...007

FERNANDEZ LIVING TRUST
PID # 108-33-016.03

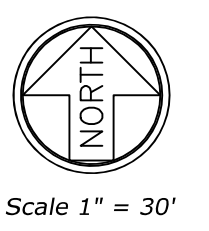
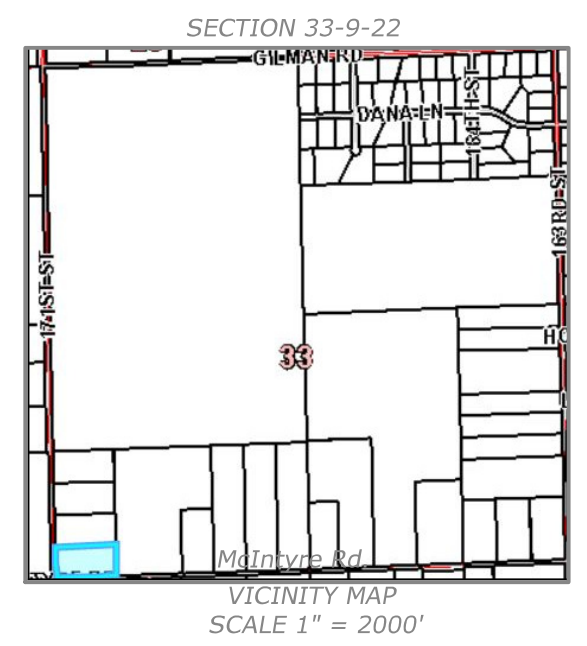
RAMOS ELVIRA & RAMOS SIDORMO P
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ZONING:
RR 2.5 - Rural Residential 2.5

- NOTES:
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 - 5) Basis of Bearing - KS SPC North Zone 1501
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
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NEEDHAM, DEBBY C; TRUST
PID # 154-04...002.03



Scale 1" = 30'

Job # K-21-1500
September 16, 2021 Nov. 11/21
J. HERRING, INC. (dba)
SURVEYING & COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@eamcsb.com

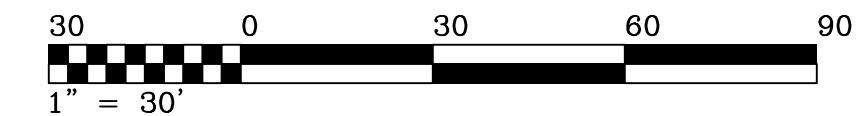
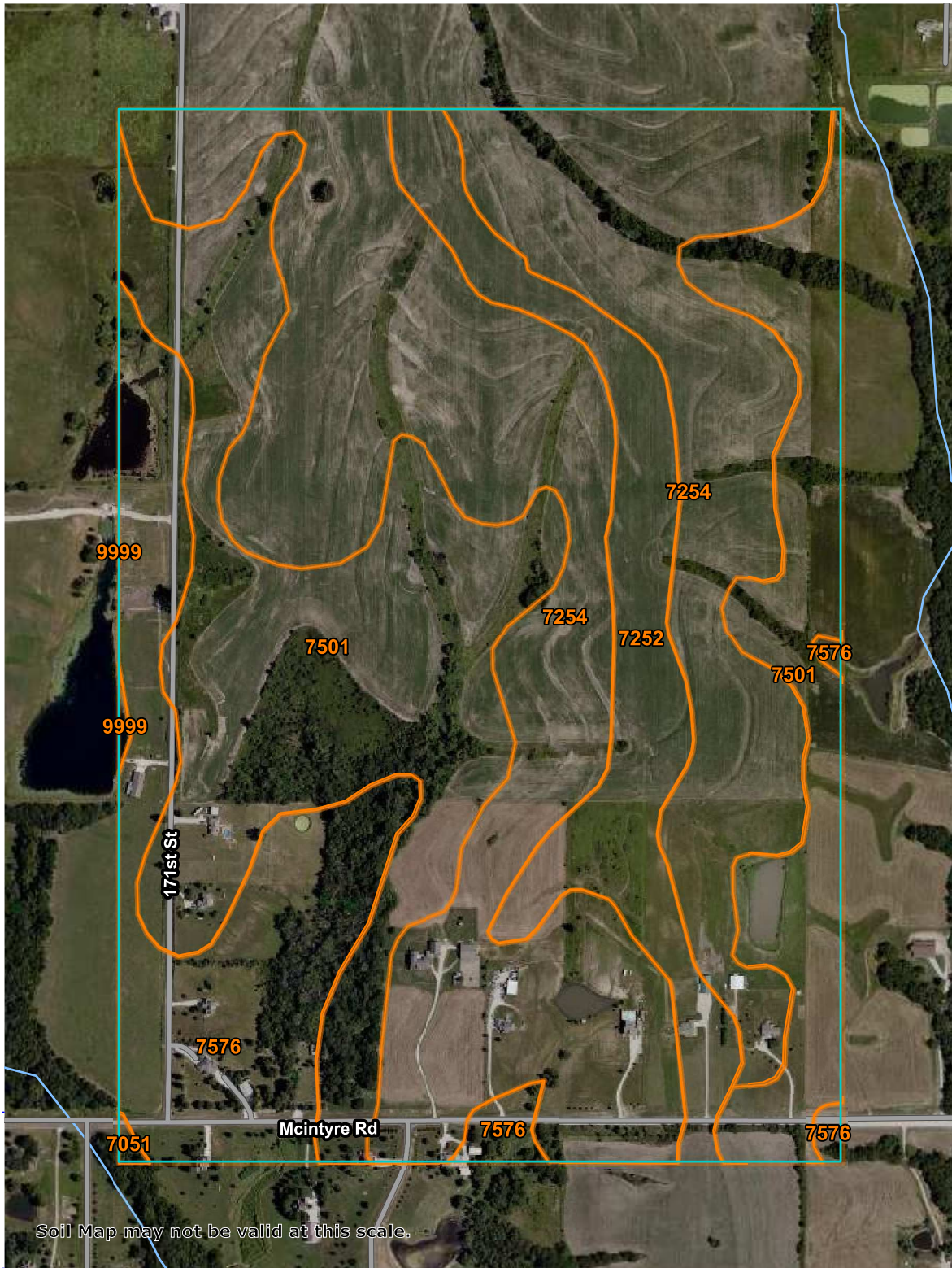


Exhibit #1



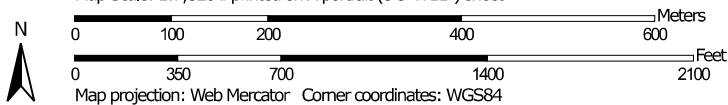
I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of August thru September, 2021 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296



Map Unit Symbol	Map Unit Name
7051	Kennebec silt loam, frequently flooded
7252	Grundy silty clay loam, 1 to 3 percent slopes
7254	Grundy silty clay loam, 3 to 7 percent slopes, eroded
7501	Pawnee clay loam, 4 to 8 percent slopes, eroded
7576	Shelby clay loam, 8 to 12 percent slopes, eroded

Map Scale: 1:7,820 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84

TABLE 1 Values of Runoff Coefficient C

URBAN AREAS:	
Type of drainage area	Runoff coefficient C
Lawns:	0.05 - 0.10
Sandy soil, flat 2%	0.10 - 0.15
Sandy soil, average, 2 - 7%	0.15 - 0.20
Sandy soil, steep, 7%	0.13-0.17
Heavy soil, flat, 2%	0.18 - 0.22
Heavy soil, average, 2 - 7%	0.25 - 0.35
Heavy soil, steep, 7%	
Business:	0.70 - 0.95
Downtown areas Neighborhood areas	0.50.0.70
Residential:	0.30 - 0.50
Single-family areas	0.40 - 0.60
Multi units, detached Multi units,	0.60 - 0.75
attached Suburban	0.25 - 0.40
Apartment dwelling areas	0.50 - 0.70
Industrial:	
Light areas	0.50 - 0.80
Heavy areas	0.60 - 0.90
Parks, cemeteries	0.10 - 0.25
Playgrounds	0.20 - 0.35
Railroad yard areas	0.20 - 0.40
Unimproved areas	0.10 - 0.30
Streets:	0.70 - 0.95
Asphaltic	0.80 - 0.95
Concrete	0.70 - 0.85
Brick	
Drives and walks	0.75 - 0.85
Roofs	0.75 - 0.95

AGRICULTURAL AREAS:

Topography and Vegetation	Runoff Coefficient C Soil Texture		
	Soil Texture		
	Open Sandy Loam	Clay and Silt Loam	Tight Clay
Woodland			
Flat 0 - 5% Slope	0.10	0.30	0.40
Rolling 5 - 10% Slope	0.25	0.35	0.50
Hilly 10 - 30% Slope	0.30	0.50	0.60
Pasture			
Flat	0.10	0.30	0.40
Rolling	0.16	0.36	0.55
Hilly	0.22	0.42	0.60
Cultivated			
Flat	0.30	0.50	0.60
Rolling	0.40	0.60	0.70
Hilly	0.52	0.72	0.82

Source - Natural Resources Conservation Service (NRCS) US Department of Agriculture (USDA) Peak Discharge Course
https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1083019.pdf

EXHIBIT #3

Table 3-1 Runoff Coefficients for Rational Formula

Type of Drainage Area	Runoff Coefficient, C*
Concrete or Asphalt Pavement	0.8 – 0.9
Commercial and Industrial	0.7 – 0.9
Gravel Roadways and Shoulders	0.5 – 0.7
Residential – Urban	0.5 – 0.7
Residential – Suburban	0.3 – 0.5
Undeveloped	0.1 – 0.3
Berms	0.1 – 0.3
Agricultural – Cultivated Fields	0.15 – 0.4
Agricultural – Pastures	0.1 – 0.4
Agricultural – Forested Areas	0.1 – 0.4

For flat slopes or permeable soil, lower values shall be used. For steep slopes or impermeable soil, higher values shall be used. Steep slopes are 2:1 or steeper.

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, www.michigan.gov

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.9

10-12-2021

Pre-Platting 10 yr

Channel 1

TRAPEZOIDAL

Bottom Width = 10.00 ft
 Side Slope Left, z:1 = 4.00
 Side Slope Right, z:1 = 4.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 5.600 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 5.10 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
5.10	0.16	1.70	3.00	11.32	0.030	0.20	100.16	100.30	0.56	11.28

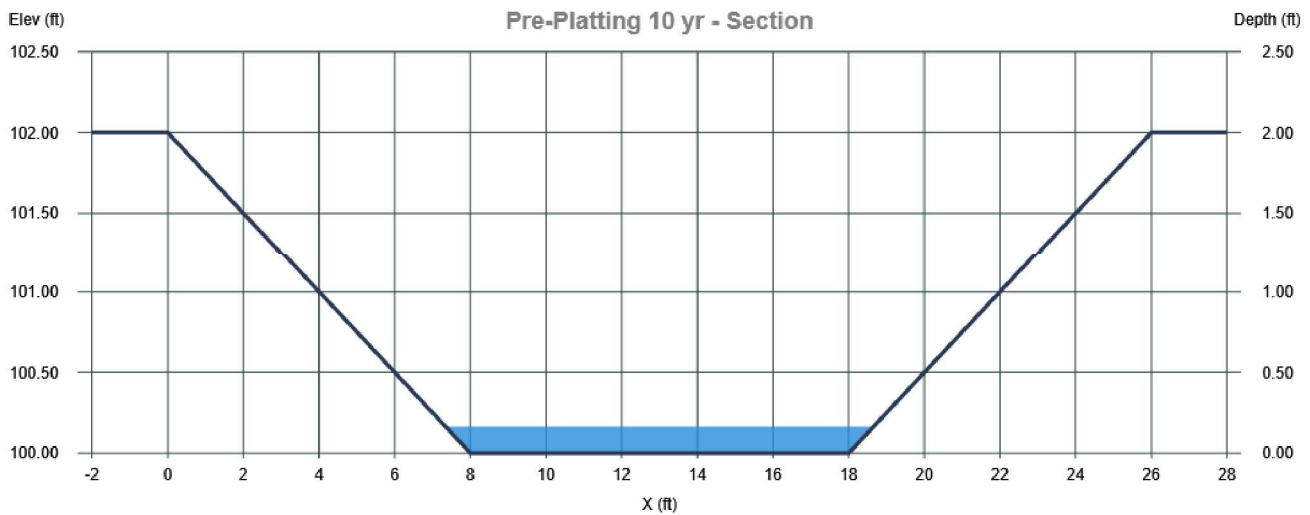


EXHIBIT #5

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.9

10-12-2021

Post-Platting 10 yr

Channel 2

TRAPEZOIDAL

Bottom Width = 10.00 ft
 Side Slope Left, z:1 = 4.00
 Side Slope Right, z:1 = 4.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 5.600 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 6.00 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
6.00	0.17	1.82	3.30	11.40	0.030	0.22	100.17	100.34	0.59	11.36

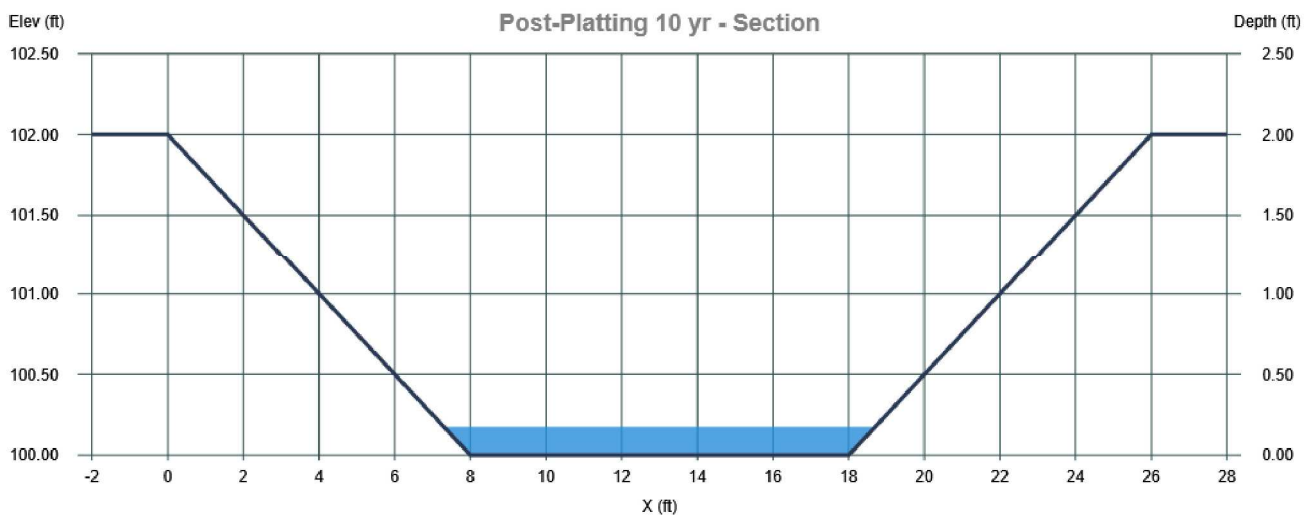


EXHIBIT #6

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.9

10-12-2021

Pre-Platting 100 yr

Channel 3

TRAPEZOIDAL

Bottom Width = 10.00 ft
 Side Slope Left, z:1 = 4.00
 Side Slope Right, z:1 = 4.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 5.600 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 9.10 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
9.10	0.22	2.39	3.80	11.81	0.030	0.29	100.22	100.44	0.77	11.76

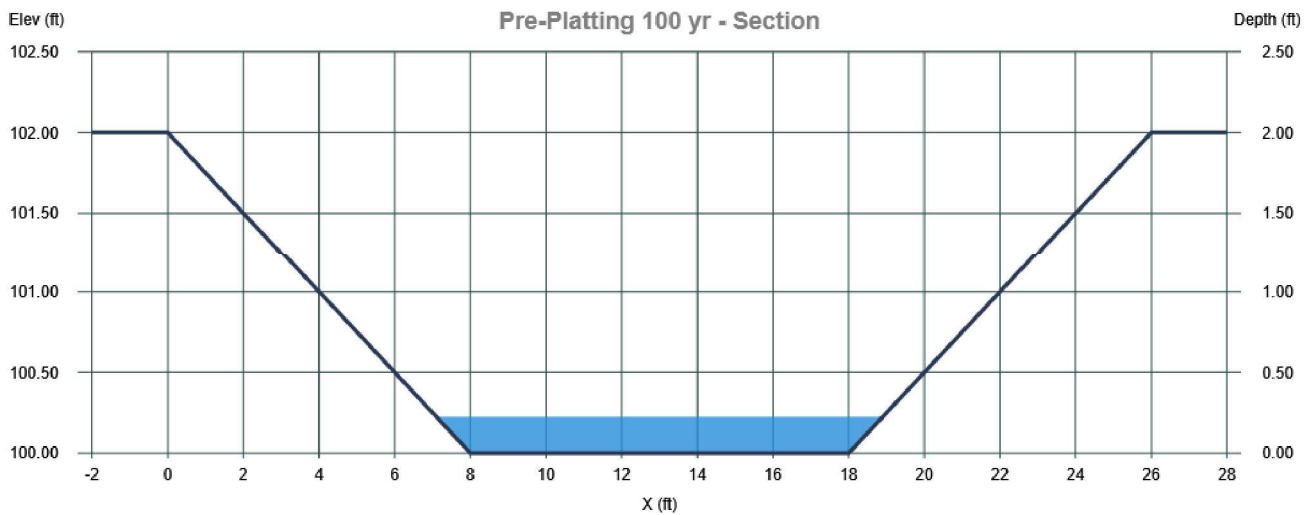


EXHIBIT #7

Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.9

10-12-2021

Post-Platting 100 yr

Channel 4

TRAPEZOIDAL

Bottom Width = 10.00 ft
 Side Slope Left, z:1 = 4.00
 Side Slope Right, z:1 = 4.00
 Total Depth = 2.00 ft
 Invert Elevation = 100.00 ft
 Channel Slope = 5.600 %
 Manning's n = 0.030

DISCHARGE

Method = Known Q
 Known Q = 10.70 cfs

CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
10.70	0.24	2.63	4.07	11.98	0.030	0.32	100.24	100.50	0.84	11.92

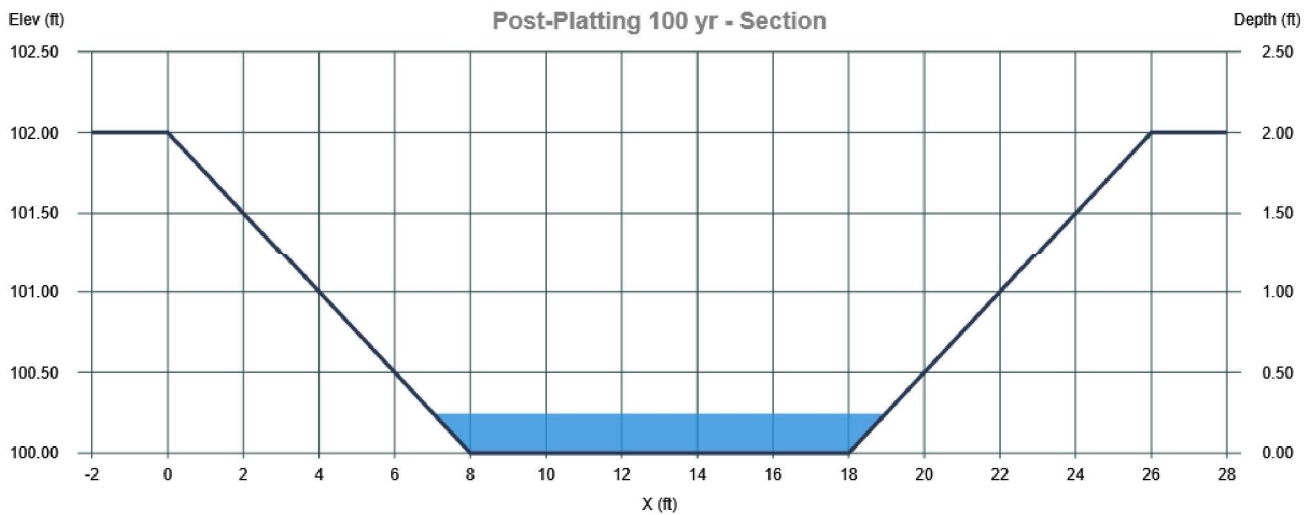
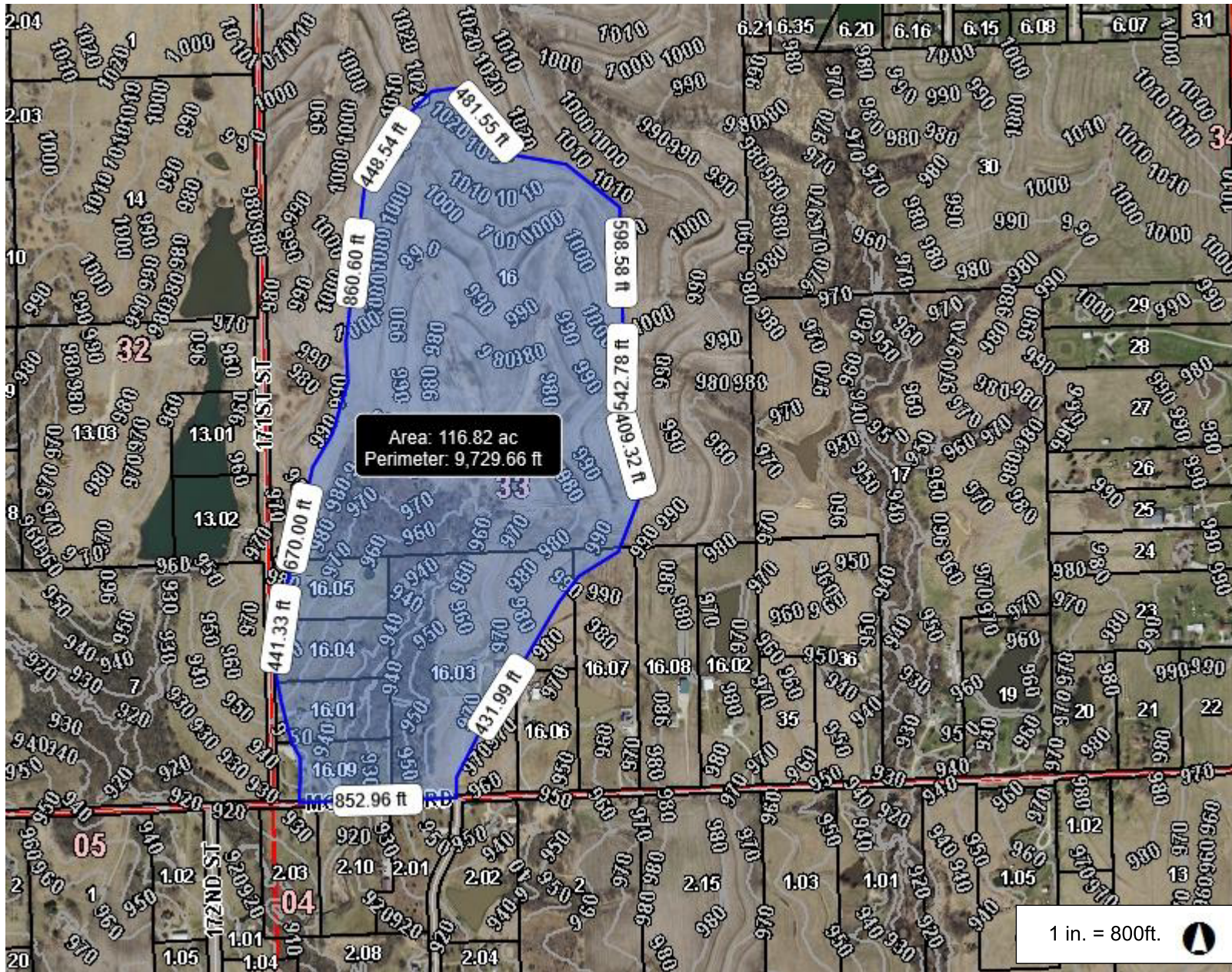


EXHIBIT #8

Leavenworth County, KS



Legend

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

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Exhibit #9

Drainage Area #1- 10 year

Existing Conditions

Area = 3.88 acres
C= 0.26
L= 500
S= 5.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 14.7$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.83$$

$$T_c = 15.6$$

$$i_{10} = 5.09$$

$$Q = KCiA$$

$$Q = 5.1 \text{ cfs}$$

Developed Conditions

Area = 3.88 acres
C= 0.30
L= 500
S= 5.6
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 14.0$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 0.83$$

$$T_c = 14.9$$

$$i_{10} = 5.20$$

$$Q = KCiA$$

$$Q = 6.0 \text{ cfs}$$

Drainage Area #1 - 100 year

Existing Conditions

Area = 3.88 acres
C= 0.26
L= 500
S= 5.6
K= 1.25

$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$ L max = 300
T_i = 14.7
T_t = 0.83
T_c = 15.6
i₁₀₀ = 7.24

i₁₀₀ = 256/(T_c +19.8) 5 < T_c < 15
i₁₀₀ = 331/(T_c +30) 15 < T_c < 60

Q=KCiA

Q= 9.1 cfs

Developed Conditions

Area = 3.88 acres
C= 0.30
L= 500
S= 5.6
K= 1.25

$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$ L max = 300
T_i = 14.0
T_t = 0.83
T_c = 14.9
i₁₀₀ = 7.38

i₁₀₀ = 256/(T_c +19.8) 5 < T_c < 15
i₁₀₀ = 331/(T_c +30) 15 < T_c < 60

Q=KCiA

Q= 10.7 cfs

Drainage Area - 10 yr To Culvert

Existing Conditions

Area = 116.82 acres
C= 0.42
L= 2260
S= 2.7
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

$$i_{10} = 175/(T_c + 18.8) \quad 5 < T_c < 15$$

$$T_i = 15.2$$

$$i_{10} = 214/(T_c + 26.7) \quad 15 < T_c < 60$$

$$T_t = 3.77$$

$$T_c = 19.0$$

$$i_{10} = 4.63$$

$$Q = K C i A$$

$$Q = 227.2 \text{ cfs}$$

Developed Conditions

Area = 116.82 acres
C= 0.42
L= 2260
S= 2.7
K= 1

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3} \quad L_{\max} = 300$$

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$$T_c = 19.0$$

$$i_{10} = 4.63$$

$$Q = K C i A$$

$$Q = 227.2 \text{ cfs}$$

Drainage Area - 100 yr To Culvert

Existing Conditions

Area = 116.82 acres
C= 0.42
L= 2260
S= 2.7
K= 1.25

$$T_i = 1.8(1.1-C)L^{.5}/S^{1/3}$$

L max = 300

$$i_{100} = 256/(T_c + 19.8)$$

5 < Tc < 15

C= 0.42

$$T_i = 15.2$$

$$i_{100} = 331/(T_c + 30)$$

15 < Tc < 60

L= 2260

S= 2.7

$$T_t = 3.77$$

$$T_c = 19.0$$

$$i_{100} = 6.60$$

$$Q = KCiA$$

$$Q = 404.7 \text{ cfs}$$

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$$i_{100} = 256/(T_c + 19.8)$$

5 < Tc < 15

C= 0.42

$$T_i = 15.2$$

$$i_{100} = 331/(T_c + 30)$$

15 < Tc < 60

L= 2260

S= 2.7

$$T_t = 3.77$$

$$T_c = 19.0$$

$$i_{100} = 6.60$$

$$Q = KCiA$$

$$Q = 404.7 \text{ cfs}$$

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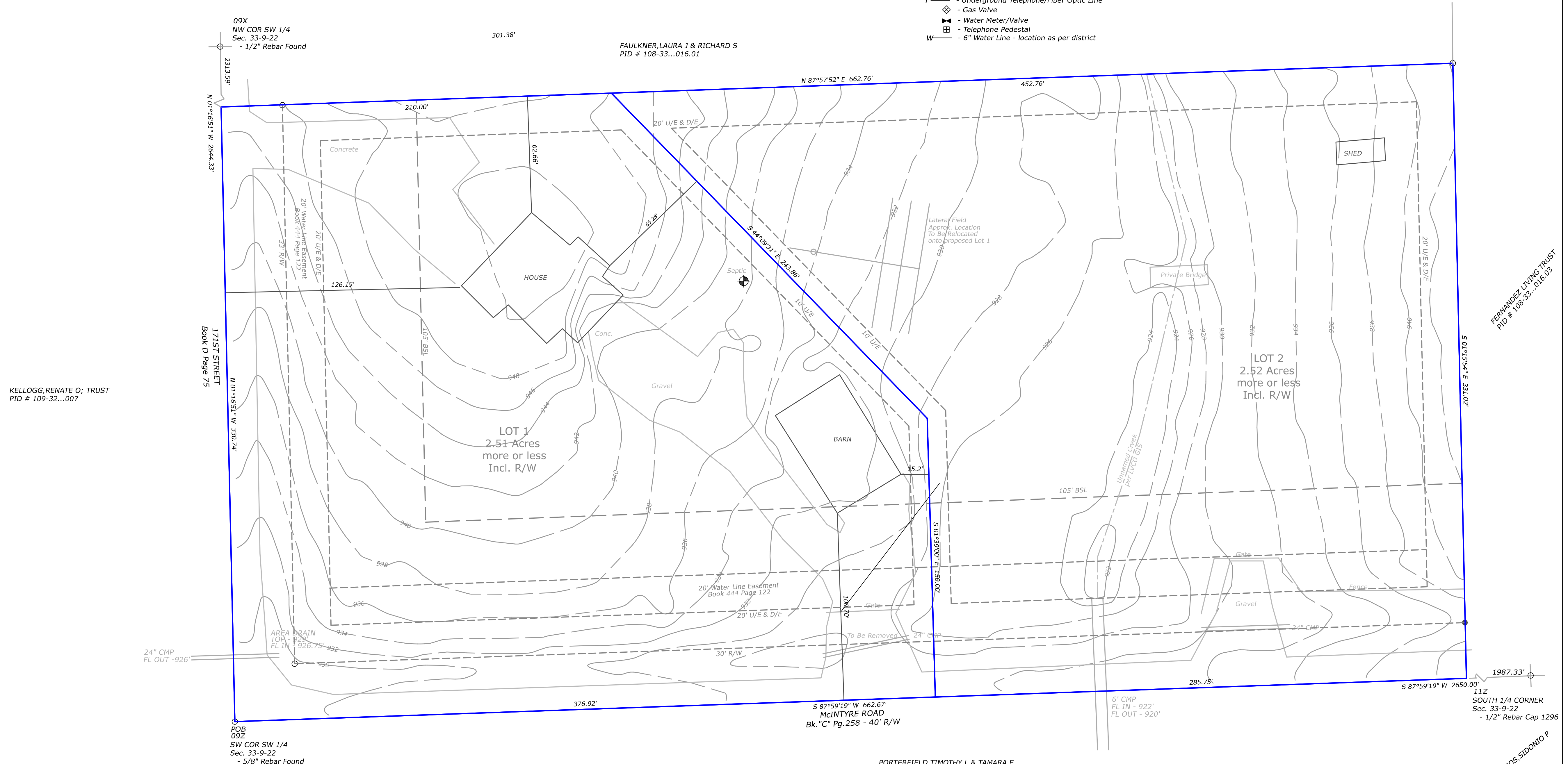
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KELLOGG, RENATE O; TRUST
PID # 109-32...007

FERNANDEZ LIVING TRUST
PID # 108-33-016.03

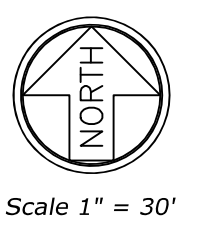
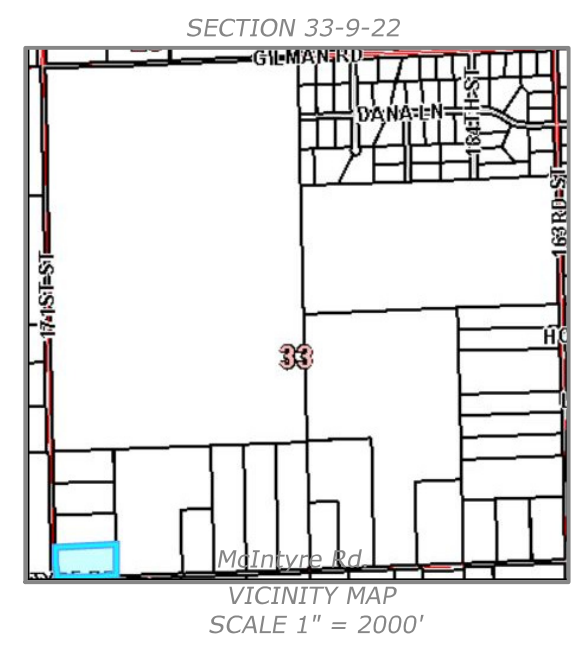
RAMOS ELVIRA & RAMOS SIDOMO P
PID # 154-04-002.01

NEEDHAM, DEBBY C; TRUST
PID # 154-04...002.03

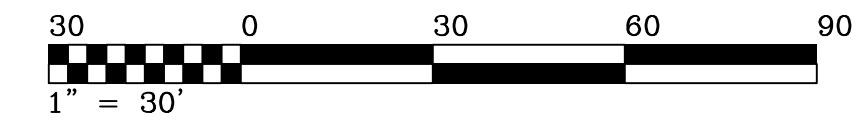
ZONING:
RR 2.5 - Rural Residential 2.5

- NOTES:**
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 - 5) Basis of Bearing - KS SPC North Zone 1501
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Scale 1" = 30'



Job # K-21-1500
September 16, 2021 Nov. 11/1/21

J. HERRING SURVEYING & COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@jeamcsh.com



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

Joseph A. Herring
PS # 1296

GREY'S CORNER

A Minor Subdivision in the Southwest Quarter of Section 33, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
 Ronald and Barbel Grey
 24450 171st Street
 Leavenworth, KS 66048
 PID # 108-33-0-00-00-016.09

SURVEYOR'S DESCRIPTION:
 A tract of land in the Southwest Quarter of Section 33, Township 9 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on October 23, 2021, more fully described as follows: Beginning at the Southwest corner of said Southwest Quarter; thence North 01 degrees 16'51" West for a distance of 330.74 feet along the West line of said Southwest Quarter; thence North 87 degrees 57'52" East for a distance of 662.76 feet; thence South 01 degrees 15'54" East for a distance of 331.02 feet to the South line of said Southwest Quarter; thence South 87 degrees 59'19" West for a distance of 662.67 feet along said South line to the point of beginning.
 Together with and subject to covenants, easements, and restrictions of record.
 Said property contains 5.03 acres, more or less, including road right of ways.
 Error of Closure - 1 : 385784

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

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

IN TESTIMONY WHEREOF,
 We, the undersigned owners of GREY'S CORNER, have set our hands this _____ day of _____, 2021. PID # 109-32...007

Ronald A. Grey, Jr. Barbel Grey

NOTARY CERTIFICATE:
 Be it remembered that on this _____ day of _____, 2021, before me, a notary public in and for said County and State came Ronald A. Grey, Jr. and Barbel Grey, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
 My Commission Expires: _____ (seal)

APPROVALS
 We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of GREY'S CORNER this _____ day of _____, 2021.

Secretary Krystal A. Voth Chairman Steven Rosenthal

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

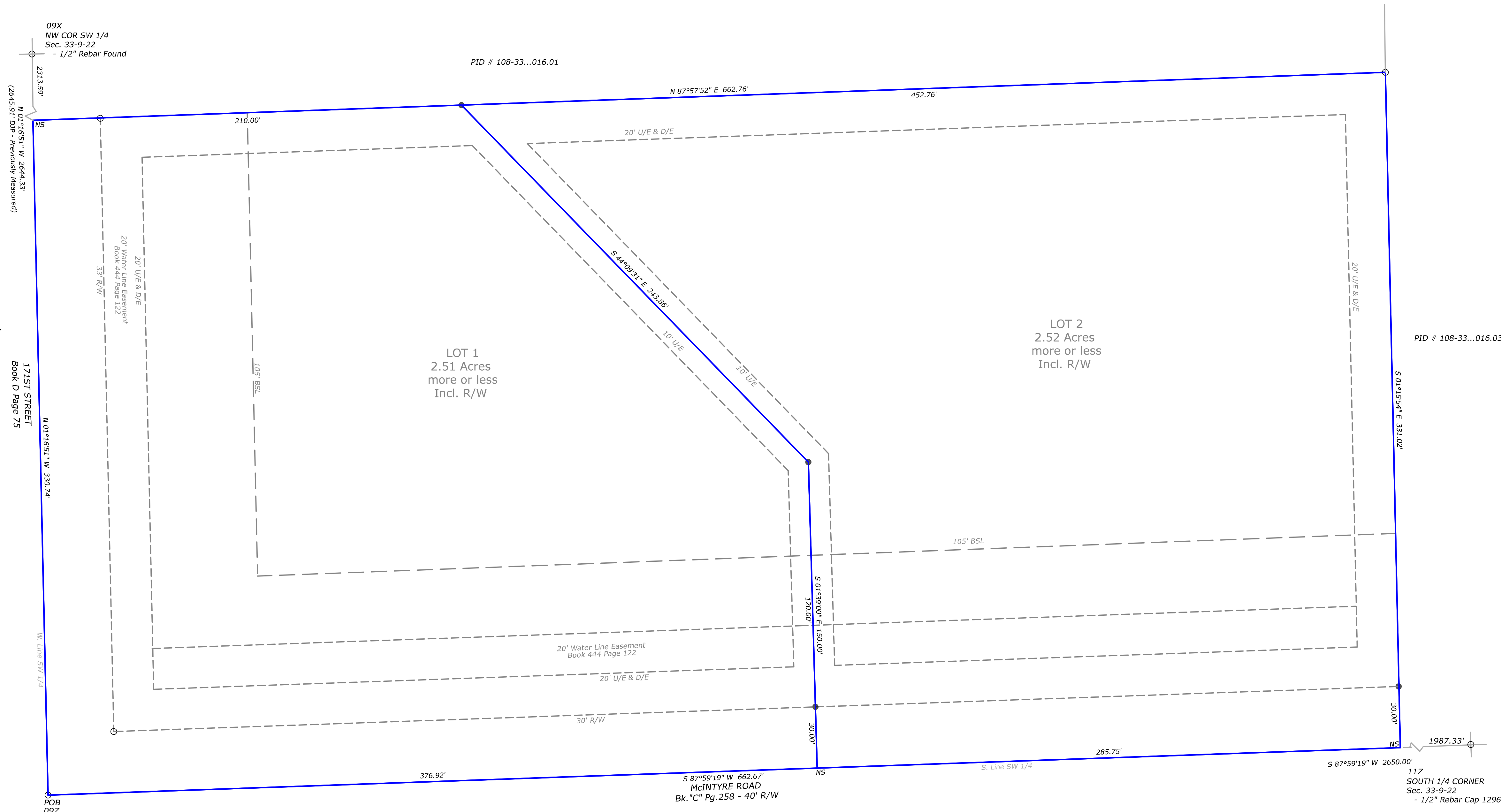
County Engineer - _____

COUNTY COMMISSION APPROVAL:
 We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of GREY'S CORNER, this _____ day of _____, 2021.

Chairman Michael Smith County Clerk Attest: Janet Klasinski

RECORD DESCRIPTION:
 A tract of land in the South 1/4 of the Southwest 1/4 of Section 33, Township 9 South, Range 22 East of the 6th P.M., more fully described as follows: Beginning at the Southwest corner of said Southwest 1/4, thence North 00°00'00" East for a distance of 330.74 feet along the West line of said Southwest 1/4, thence North 89°14'43" East for a distance of 662.76 feet, thence South 00°00'57" West for a distance of 331.02 feet to the South line of said Southwest 1/4, thence South 89°16'10" West for a distance of 662.67 feet along said South line to the point of beginning, in Leavenworth County, Kansas.

- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement
 - BM - Benchmark
 - NS - Not Set this survey per agreement with client



REGISTER OF DEED CERTIFICATE:
 Filed for Record as Document No. _____ on this _____ day of _____, 2021 at _____ o'clock _____ M in the Office of the Register of Deeds of Leavenworth County, Kansas.

Register of Deeds - TerriLois G. Mashburn

ZONING: RR 2.5 - Rural Residential 2.5
 PID # 154-04...002.10

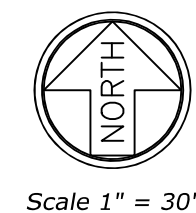
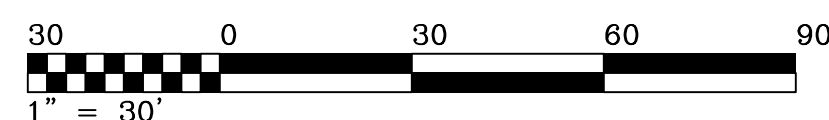
- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS SPC North Zone 1501 South Line Southwest Quarter
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
 - 9) Benchmark - NAVD88
 - 10) Project Benchmark (BM) - SW COR Section 33 - Elev - 929'
 - 11) Easements, if any, are created hereon or listed in referenced title commitment.
 - 12) Reference Recorded Deed Book 758 Page 777
 - 13) Utility Companies -
 - Water - Water District 8
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - 14) Reference Security 1st Title File Number 2475846 updated September 13, 2021
 - 15) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0250G dated July 16, 2015
 - 16) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - 17) Distances to and of structures, if any, are +- 1'.
 - 18) Easements as per referenced Title Commitment are shown hereon, if any.
 - 19) Fence Lines do not necessarily denote the boundary line for the property.
 - 20) Reference Surveys:
 - DJP - David J. Pennington Survey dated 1997

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



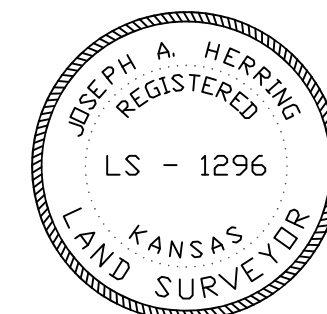
I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Michael J. Bogina, KS PS-1655
 Leavenworth County Survey Reviewer



Scale 1" = 30'

Job # K-21-1500
 September 16, 2021 Rev. 11/1/21



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

Joseph A. Herring
 PS # 1296

Leavenworth County Request for Board Action

Date: October 20, 2021

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

Additional Reviews as needed:

Administrator

Action Requested: Approve the project and authorize the Chairman to sign the scope of work and quote documents, for an amount not to exceed \$86,524

Recommendation: Approval

Background:

The existing phone system is integrated with the City of Leavenworth's phone system. Each agency's call manager acts as a secondary failover server for the other. With this configuration, each call manager contains all of the configuration information for both the City and the County devices and phone system users. Due to the integration, it has been necessary for the City and County to work in tandem regarding modifications to the phone system in order to maintain compatibility. The original goal was redundancy for the phone system. However, the most common phone outage is related to primary rate interface (PRI) failure. The City and County both use PRI services from Spectrum. Therefore, we both encounter outages at the same time, which has limited realizing any resiliency against service disruptions.

The County desires upgrading the phone system in design and version.

Design: The proposed upgrade would separate the County and City phone systems. A new server will be purchased to act as our primary call manager while the existing server will be delegated the secondary failover role. All data related to the City of Leavenworth will be removed from our phone system.

Additional reconfigurations of various network devices will be necessary to accommodate the new design.

Version: Cisco has set the end of life date for our existing version of software to May 31, 2022. Cisco has also changed their licensing processes. The County will migrate to their "UC Flex Enterprise Agreement" for licensing.

The proposed upgrade includes licensing and installing the latest versions of software which, as is required by law, would accommodate Kari's Law and the Ray Baum Act. Those pieces of legislation impose additional requirements on how hosted phone systems process 911 calls. With this upgrade, detailed information will be presented to 911 call centers. For example: A 911 call is placed from the 3rd floor of the Justice Center. Currently it would merely report the call came from 601 S 3rd Street. After the upgrade, the same call would still report the address, but also include information such as Third Floor, Office 3216.

Singlewire Informacast and CallRex will also be upgraded to current versions. Informacast is the system used for alerting, i.e. the "panic button" system, and is used by all departments. Callrex is a

system capable of recording phone calls on our brand of phone system and is utilized exclusively by the Sheriff's Office for select phones within the Sheriff's Office.

Analysis:

ConvergeOne, formerly known as Alexander Open Systems, has worked on our phone system since its original deployment in 2011. As well, the original engineer that deployed the phone system will be the one assigned to handle our upgrade. Due to the criticality of communications for the County, I believe this project would be best handled by ConvergeOne due to their engineer's pre-existing knowledge of our systems and infrastructure.

Expenses will be:

Hardware	\$7,064
Licensing	\$66,300
Labor	\$13,160
Total:	\$86,524

Licensing includes five years of maintenance and will lock in the rate at \$13,260. It is estimated that maintenance costs would likely increase 6% per year. By paying for five years, at this locked in price, the County would realize a savings of \$8,447.

Alternatives:

Do not upgrade. Accept the risks associated with using equipment beyond its anticipated life span.

Budgetary Impact:

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item requesting ARPA funds

Total Amount Requested: Not to exceed \$86,524

Additional Attachments:

Solution Summary

Licensing and Server

<p>Customer: LEAVENWORTH COUNTY</p> <p>Ship To Address: ,</p> <p>Bill To Address: 300 Walnut St Leavenworth, KS 66048-2725</p> <p>Customer ID: AOSLVCO0001</p> <p>Customer PO:</p>	<p>Primary Contact: Larry Malbrough</p> <p>Email: lmalbrough@leavenworthcounty.org</p> <p>Phone: (913) 684-1067</p> <p>National Account Manager: Shelby Stephens</p> <p>Email: SStephens@convergeone.com</p> <p>Phone: +19137443223</p>
---	---

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$0.00		One-Time		\$0.00
Software	\$13,260.00	\$13,260.00	Annual	\$39,780.00	\$66,300.00
Hardware	\$6,589.43		One-Time		\$6,589.43
Maintenance					
CISCO Maintenance	\$474.64		Prepaid		\$474.64
CISCO Maintenance	\$0.00		Annual		\$0.00
Project Subtotal	\$20,324.07			\$39,780.00	\$73,364.07
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$20,324.07				\$73,364.07

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

CISCO SAAS QUOTE - By signing this quote, Customer acknowledges they have been provided and agree to the Cisco SaaS Terms of Service located here: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>. Should Customer desire to not allow the auto-renewal, forty-five (45) days' written notice prior to the end of the current term is required.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
CISCO FLEX 3.0					
1	Collaboration Flex Plan 3.0	60	1	\$0.00	\$0.00
2	Basic Support for Flex Plan	60	1	\$0.00	\$0.00
3	EntW On-Premises Calling	60	250	\$4.42	\$66,300.00
	Comment: Requested Start Date 22-Dec-2021 Requested For 60.00 Months From 22-Dec-2021 to 21-Dec-2026 Automatically Renews For 12 Months on 22-Dec-2026 Billing Frequency Annual Billing				
4	Session Manager (1)	60	1	\$0.00	\$0.00
5	SRST Endpoints (1)	60	500	\$0.00	\$0.00
6	On-Premises Smart License - EA (1)	60	300	\$0.00	\$0.00
7	Access Smart License (1)	60	50	\$0.00	\$0.00
8	Common Area Smart License (1)	60	125	\$0.00	\$0.00
9	Unity Connection Smart License (1)	60	300	\$0.00	\$0.00
10	Emergency Responder Smart License (1)	60	750	\$0.00	\$0.00
11	Expressway Product Authorization Key (1)	60	1	\$0.00	\$0.00
12	On-Premises & Partner Hosted Calling SW Bundle v12.5 (1)	60	1	\$0.00	\$0.00
13	Cloud Device Registration Entitlement	60	300	\$0.00	\$0.00
14	Messaging Entitlement	60	300	\$0.00	\$0.00
15	File Storage Entitlement	60	6000	\$0.00	\$0.00
16	Pro Pack for Cisco Control Hub Entitlement	60	300	\$0.00	\$0.00
17	Expressway Rich Media Session (1)	60	50	\$0.00	\$0.00
18	Cloud Connected UC EA Standard ENT	60	300	\$0.00	\$0.00
	CISCO FLEX 3.0 Subtotal:				\$66,300.00
CISCO BE6M					
19	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW		1	\$6,268.80	\$6,268.80
20	SNTC-8X5XNBD Cisco Business Edition 6000M (M5) Applia	12	1	\$386.44	\$386.44
21	Cisco UCS 770W AC Power Supply for Rack Server		1	\$0.00	\$0.00
22	Cisco 12G Modular RAID controller with 2GB cache		1	\$0.00	\$0.00
23	300GB 12G SAS 10K RPM SFF HDD		6	\$0.00	\$0.00
24	Enable RAID 5 Setting		1	\$0.00	\$0.00
25	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz		1	\$0.00	\$0.00
26	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		1	\$0.00	\$0.00
27	Cisco BE Embedded Virt. Basic 7x, BE6K only		1	\$0.00	\$0.00
28	SWSS UPGRADES Cisco BE Embedded Virt. Basic 7x, BE6K o	12	1	\$88.20	\$88.20
29	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v		3	\$0.00	\$0.00
30	Cisco UCS 770W AC Power Supply for Rack Server		1	\$305.71	\$305.71

Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
31	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America		1	\$14.92	\$14.92
CISCO BE6M Subtotal:					\$7,064.07
Total:					\$73,364.07

ConvergeOne Statement of Work



UC Upgrade Services

PREPARED FOR: LEAVENWORTH COUNTY

PREPARED BY: Sam Voss
National Account Manager
SVoss@convergeone.com

Jayson Tobias
Solutions Architect
JTobias@convergeone.com

REFERENCE: Opportunity: OP-000583144
Solution: SO-000640163
Quote(s): QU-000373650

DATE: November 5, 2021

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9. Professional Services Assumptions.....	14
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11. Customer Authorization to Proceed	17

1. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and LEAVENWORTH COUNTY ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates, and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications located at <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to Customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications ("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

2. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at three (3) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

3. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the UC Upgrade Services project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

3.1. Project Location(s)

Below is a list of the location(s) that should be included in this project.

Table 3-1

Site Name	Site Address
1 LEAVENWORTH, KS	601 S 3rd St Leavenworth, KS 66048-2868

4. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customer's business requirements and other factors. Also, depending on the schedule finally agreed

upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

4.1. Cisco Unified Communications Server Application Layout

Leavenworth County's voice infrastructure is currently deployed on two BE6M-M4-K9 Cisco C-series rack-mount servers, only one of which is owned by the County. Although the end-of-sale announcement for this hardware was released on March 31, 2018, Cisco will continue to service the equipment until June 30, 2023. With just under three years of functional life, there is no critical need to replace hardware at present. Replacement should be budgeted for the next upgrade cycle, 24-30 months from now.

One current server (One BE6K-M4) will continue to be leveraged to provide UC services, in addition to a newly-installed BE6K-M5.

Application Versions

- **Cisco Communications Manager - 11.5.1.12900-21**
- **Cisco Unity Connection - 11.5.1.12900-21**
- **Singlewire Informacast - 11.5.2**
- **Cisco UCS Firmware - v2.0(13k)**
- **VMWare ESXi - v6.0.0**

Leavenworth County -

- Cisco ECMU #91977159
 - Enhanced Phone Licenses - 320
 - Essential (Analog) Licenses - 95
 - Unity Connection Voicemail - 250
- Informacast - #11111, 150 Licenses Informacast Advanced, Valid through 6/29/2021.
- The County has the following gateways deployed:
 - Qty (1) Cisco 4331
 - Qty (9) Cisco 4321
 - Qty (5) VG310 Analog Gateway

Migration to UC Flex Enterprise Agreement

The customer will be transitioning to a UC Flex Enterprise Agreement for licensing in 12.x. 250 Knowledge Workers will provide (300) Enhanced Plus, (125) Enhanced, (50) Essential, (250) Unity Voicemail, and (750) Emergency Responder Licenses.

Develop and Execute UC Test Plan

- Work with customer to develop test plan for inbound/outbound calling and supplementary services. Execute and document results to provide a baseline for measurement against post-upgrade systems.

Cisco C-Series Firmware Updates

- BE6K-M4 appliance is currently running firmware 2.0(13k) and VMWare v6.0.0
- Download latest Cisco recommended software version and upload to the UCS system.
- Upgrade Infrastructure Firmware.
- Upgrade Server Firmware.
- Verify all components are using the target firmware.

VMWare vSphere Upgrade (Standalone)

- Upgrade ESXi to version 7.x, verify all ESXi host configuration is correct after the upgrade.
- Power-on Cisco Unified Communications Manager servers on this host and validate services.

Install BE6K-M5 Appliance

- Unpack and Rack (1) C220 BE6K-M5 Cisco UCS Server at secondary location.
 - Server will require (2) NEMA 5-15 power receptacles.
- Upgrade UCS Firmware and VMWare ESXi image to most current recommended versions.
- Configure Gigabit Ethernet connections for data/voice on Cisco UCS C220 server.
- Configure one Gigabit Ethernet connection for management, on Cisco UCS C220 server
- The customer must provide working SFTP server. ConvergeOne will configure the Disaster Recovery Server to perform backups to said server. (ConvergeOne recommends a minimum of 15GB of disk space reserved for the backup data.)
- Configure the VMWare Low Latency setting to absolve one CPU core from Unity Connections.

Cisco Communications Manager Upgrade

- Remove references to City Partitions, CSS, Gateways, Phones, Dial Patterns, and other Callmanager objects.
- Upgrade Callmanager publisher to v12.x on newly upgraded BE6K-M4 hardware.

- Build and configure new Communications Manager Subscriber on BE6K-M5 installed at secondary location.
- Configure new Subscriber as secondary within CM groups, TFTP options within DHCP scopes, and CCM-Config statements on voice gateways.
- Break connectivity to primary server for phones and gateways. Ensure proper registration, inbound/outbound call flow for devices registered to new subscriber. Once testing is successful, restore connectivity and allow devices to fallback to primary subscriber.
- Configure LDAP/Active Directory integrations within CUCM and CUC to use LDAPS.

Cisco Unity Connection Upgrade

- Remove references to City Call Handlers, Subscribers, Schedules, Mailbox Stores, etc.
- Upgrade Unity Connection primary server to v12.x on newly upgraded BE6K-M4 hardware.
- Build and configure redundant Cisco Unity Connection server on BE6K-M5 installed at secondary location.
- Test failover between Unity servers, ensuring access to voicemail and proper operation of inbound calls to auto-attendant prompts and greetings.
- Configure LDAP/Active Directory integrations to use LDAPS.
- Configure Exchange on-premise as the customer's unified mailbox store.

Singlewire Informacast Upgrade

- Upgrade Singlewire Informacast to version 12.x or recommended major/minor version in new virtual machine partitions.

QPM CallRex

- ConvergeOne will upgrade CallRex 7.0 to the newest recommended major/minor version.
- Conduct user acceptance testing with the customer's IT Department.

Upgrade of Existing Voice Gateways

- C1 will upgrade existing 4300-series routers and VG310s to the most current recommended IOS code supported by existing hardware.
- SRST will not be re-verified as a part of this project.

Cutover

- During a pre-defined maintenance window, redirect voice gateway configurations from old shared 11.5 instance to new, County-Only 12.5 instance.
- Modify DHCP scopes to point all County phones to County-Only 12.5 instance.

- Ensure proper registration of City PRI, FXO, FXS ports and Cisco phones.
- Modify Singlewire Informacast configuration to point to the new County-Only 12.5 CUCM instance.

Execute Post-Migration Test Plan

- Once all changes are completed, again execute mutually developed Unified Communication test plan to validate inbound and outbound calling and supplementary services.

Monitoring and Alerts

- Configuration of SNMP strings, allowed hosts, and logging destinations per Leavenworth County standards.
- Configuration of RTMT to alert for common critical events related to Unified Communications infrastructure.

Cutover

C1 will provide one after-hours cutover window for the transition to upgraded UC servers and voice gateway as part of this project.

Post-Implementation Support

ConvergeOne will provide 4 hours of Post-Implementation Support following the services outlined in this Statement of Work. The Customer will be billed at T&M rates for additional (out-of-scope) Post-Implementation Support.

NOTE: Ongoing post-project service-level agreement (SLA) support by subscription is available for purchase under separate contract with ConvergeOne and is not included as part of this SOW. Post-project support is otherwise provided on a best-effort basis, is outside the scope of this SOW, and is billable to the Customer at T&M rates.

Knowledge Transfer

Knowledge Transfer is an informal conference or in-person session(s) wherein ConvergeOne presents and reviews the overall solution and addresses Customer questions regarding the completed design. During the Planning and Design phase of the project, ConvergeOne and the Customer will determine a Knowledge Transfer session(s) schedule, content and participants.

- As no administrative interfaces will change as a result of this project, no training or knowledge transfer will be required.

NOTE: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. ConvergeOne can recommend official training classes at Customer's request.

Execution Deliverables

ConvergeOne may provide the following execution deliverables as part of the deployment:

- Updated As-Built Documentation Regarding the UC Deployment
- Confirmation of Successful Backup Schedule and Execution
- Knowledge Transfer throughout Project Activities

E911

CUSTOMER ACKNOWLEDGES THAT THE SELLER SERVICES COVERED BY THIS SOW DO NOT INVOLVE ANY E911/911 SERVICES, AND THAT IT IS THE SOLE RESPONSIBILITY OF CUSTOMER TO ENSURE CUSTOMER COMPLIANCE WITH ANY REGULATIONS APPLICABLE TO E911/911 SERVICES, INCLUDING BUT NOT LIMITED TO KARI'S LAW ACT OF 2017, OR THE APPLICABLE PROVISIONS OF RAY BAUM'S ACT.

You further agree that C1 has informed you that the MLTS or hosted IP Telephony system provided under this SOW is capable of being implemented in accordance with the requirements of *Kari's Law* and *Ray Baum's Act*, but you have directed C1 not to install the MLTS in compliance with the requirements of the laws. To the extent permitted by applicable law, you hereby indemnify, release, and hold harmless C1 from and against any and all liability relating to or arising from such non-compliance and any acts or omissions of third parties involved in the handling of or response to any 911 call.

Release Compatibility Section

Remote and Personnel Access

- The customer will provide ConvergeOne personnel with the following:
 - Direct connection to all solution components, allowing different access methods (such as SSH, SFTP, HTTP, RDP and supplementary services like softphone registration and client access).
 - ConvergeOne requires the ability to transfer files to and from system components for implementation, validation and troubleshooting
 - Lack of direct access can significantly increase the work effort on certain components, as well as extending the project schedule. If direct access to components is not provided, the project team will assess an uplift charge for the affected components. The uplift charge is estimated to be 10% or more of the total Professional Services cost. This will follow the Change Management process.
 - Access to customer project personnel.

Cisco Specific Assumptions, Exclusions and Customer Responsibilities

General Assumptions

The following assumptions were made as part of this service:

- Customer to supply any and all required Microsoft, SQL and 3rd party licensing that may be required for the success of this project, unless specified above.
- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the virtual environment on which they are deployed.
- Applications will be installed and updated to the proper software version for compatibility with other components of this solution.

General Customer Responsibilities

As a part of this service, the Customer's responsibilities include the following.

- General
 - Rack, stack and connect physical hardware to the network, unless specified above.
 - Phone placement is not included, unless specified above.
- Data Network
 - Provide IP addresses for system configuration.
 - Provision network and network services including DNS, NTP, and SMTP.
 - Provide Domain Name Services (DNS) for name resolution.
 - Create forward and reverse DNS records for any required server.
 - Provision Dynamic Host Configuration Protocol (DHCP) services for IP phone configuration.
 - Provision Secure File Transfer Protocol (SFTP) services for application backups.
 - Provision Quality of Service (QoS) in the environment
- Telco
 - Provide ISP/PSTN service provider details including cut sheets.
 - PSTN D-MARC to be within 4 feet of Cisco router.
 - It is recommended that life-safety equipment such as elevators, fire, security, etc be connected directly to the PSTN and not through the PBX.
- Microsoft Windows and Active Directory
 - Provision Active Directory and Exchange service account(s) for integration, synchronization, and authentication.

- Provide administrative level-access to all required components included in this solution
- Provision service accounts in AD/Exchange environment for all required integrations.
- Overlap resolution between Active Directory domains.
- Provide and provision Windows Servers to host any required Windows-based application, if applicable.
- Provide personal computers (PC), and Windows operating systems for personal computers (PC), if applicable.
- Security
 - Provide all required public SSL certificates.
 - Provide a fully qualified public domain name.
 - Provision internal/external DNS SRV records for service discovery.
 - Provision firewall(s), including NAT and ACL configurations.

General ConvergeOne Responsibilities

- Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the servers on which they are deployed.
- Register and apply all required licensing.

General Exclusions

The following items are considered out of scope for this engagement:

- Any feature and/or service that is not listed is excluded from this SOW.
- Loading of any client software, unless specifically defined in this SOW.
- All wiring and cabling.

5. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks in the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project

delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

5.1. Project Coordinator

The ConvergeOne Project Coordinator (PC) shall work with the Customer to coordinate the project timeline and all ConvergeOne resources. The PC shall be the single point of contact for all non-technical communications including changes in project scope, timelines, and deliverables. The Project Coordinator shall perform the following:

- Lead kickoff meeting with the Customer to determine logistics and project timelines.
- Schedule design sessions and other project meetings as requested.
- Facilitate project and deliverable acceptance.
- Manage the project change orders as required.
- Third-party vendor coordination.

6. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

7. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide Customer with an Acceptance Form. Upon delivery of the Acceptance Form, Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. In order to refuse acceptance, Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to

correct the error given it is within ConvergeOne scope and control to do so. Such time period to correct the error may be extended by mutual consent.

8. CUSTOMER RESPONSIBILITIES

8.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on Customer's behalf.
- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

8.2. Site Preparation:

- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the ConvergeOne Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that existing Customer network is configured, connected, and operating within the manufacturer's specifications.
- Customer will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

8.3. Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.

- Provide VPN or other mutually agreed upon remote access. WebEx and similar screen-sharing tools are not acceptable remote access methods.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.
- Provide information on planned changes in the network.

9. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

9.1. General Assumptions

- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- VPN access or remote desktop sharing services will be provided to ConvergeOne resources to allow for work to be accomplished remotely when applicable. If remote access to the Customer network cannot be provided additional charges may be required for on-site support.
- The Customer must identify any specific requirements for maintenance windows and change control. The Customer retains overall responsibility for any business process impact and any Customer-internal change management procedures and communications.
- ConvergeOne will install specific software versions agreed upon at time of project kickoff. Upgrades to software are not included in the SOW. ConvergeOne may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The Customer is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. ConvergeOne can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The Customer is responsible for all communications and scheduling of any contractors or vendors not managed by the ConvergeOne Project Manager.
- Any product or service delivery dates communicated outside of this SOW or the Project Plan, are not to be considered valid or binding.

- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than ConvergeOne and its subcontractors, ConvergeOne may invoice for service performed to date.
- The Customer is responsible to verify and arrange installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW.
- The Customer is responsible for removal and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.
- The Customer is responsible to notify ConvergeOne if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the Customer.
- The Customer is responsible for managing all 3rd Parties not outlined in this SOW.
- Services not specifically called out in this SOW will be deemed out of scope.

9.2. Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the SOW. If requested, additional charges may apply.
- The Customer is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The Customer is responsible for any operating system patches and anti-virus software installation and support.
- The Customer is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The Customer is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. ConvergeOne can provide services for Security Audits and Certificate deployment which can be billed at an additional fee.
- The Customer is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to ConvergeOne.
- The Customer is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this SOW. ConvergeOne can provide services for the firmware updates through a change order and billed at an additional fee.

10. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

10.1. T&M Pricing Schedule

ConvergeOne will provide Professional Services to fulfill this scope of work at a time and materials basis and Customer will be billed based on the hours used and rates below. The below is only estimate and actual hours will be charged and may exceed the estimates below. Any work scheduled for After Hours support will be billed at 1.5x the rates below. ConvergeOne may bill monthly as necessary for hours used prior to completion of the project.

Table 10-1

Resources	Estimated Hours	Hourly Price	Estimated Total
Cisco - Project Coordinator	4	\$140.00	\$560.00
Cisco UC - Tier 3 Senior	47	\$225.00	\$10,575.00
Cisco UC - Tier 3 Senior (after hours)	6	\$337.50	\$2,025.00
Estimated Total T&M	57		\$13,160.00

11. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:

Signature

Printed Name

Title

Date

PO Number

Leavenworth County Request for Board Action

Date: November 17, 2021

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

Additional Reviews as needed:

Administrator County Counselor GIS Department

Fiber Optic Network Project – Project Management

Action Requested:

- 1) Authorize the Chairman to sign the attached Professional Services Task Order #2 with Olsson, Inc. in an amount not to exceed \$169,600.

Recommendation: Approval

Background:

The County desires to implement fiber connectivity between multiple core facilities, thereby creating a reliable, high bandwidth infrastructure capable of supporting additional planned technology improvements.

Staff finds it is desirable to engage an outside firm for project management.

Analysis:

The attached professional services document outlines the services that will be provided by Olsson, Inc.

This document is an addendum to an existing contract the County has with Olsson.

Alternatives:

Reject or table this project.

Budgetary Impact:

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item requesting ARPA funds

Total Amount Requested: Not to exceed \$169,600.

Additional Attachments:

Leavenworth County Professional Services Task Order #2

LEAVENWORTH COUNTY PROFESSIONAL SERVICES TASK ORDER #2

This exhibit dated November 16, 2021, is hereby attached to and made a part of the Master Agreement for Professional Services dated August 6, 2019 between Leavenworth County ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Location: Leavenworth County, Kansas
Project Description: Leavenworth County Fiber Optic Network Upgrades

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Fiber Loop Design Services

Task 101: Project Management. Olsson will coordinate and report all project activities with the Client throughout the project. Each project meeting will be accompanied by an agenda and status report which will include project status, schedule, and budget as well as action items and any technical or other issues to be discussed.

Deliverables

Meeting agenda, status reports, minutes, schedules, and action items.

Task 102: Network Design. Olsson will design and deliver a high-level network design which will include conduit routing, handhole placement, fiber counts and building entry locations for the proposed Inside Plant (ISP) and Outside Plant (OSP) network. The proposed fiber network is proposed to consist of the following route and/or facilities:

- See attached map +/- 5 miles
- Will connect the follow facilities:
 - County Courthouse
 - Justice Center
 - Health Department
 - Cushing Center

Task 103: Construction Documents & Specifications. Olsson will develop and deliver fiber optic network construction drawings and specifications to guide the procurement and construction of the following items:

- OSP Conduit
- OSP Handholes
- OSP Fiber Optic Cable
- OSP Cable Locate Infrastructure
- OSP Splice Enclosures
- OSP Fiber Route Marker Identification
- OSP Building Risers
- ISP Building Entries
- ISP Fiber Distribution Panels
- ISP Fiber Optic Cable
- ISP Fiber Jumpers
- Fiber Optic Cable Acceptance testing
- Pre-Approved Products List

Task 104: Refined Network Design. Olsson will refine the High-Level network design into a Low-Level network design including the following:

OSP

- Geospatially referenced base mapping using client provided GIS linework, utility, and parcel data (used to establish approximate R/W).
- Geospatially referenced aerial background imagery
- Geospatially referenced conduit routing with R/W and EOP dimensioning
- Handhole placement and existing surface referencing
- Cross section details for all roadway crossings
- Plan and Profile details for any Railway crossings
- Running line stationing
- Detailed construction noting for all proposed elements including method of construction
- Detailed construction noting for all existing infrastructure elements
- Building Entry details
- Cable route marking requirements
- Cable Location Infrastructure Details
- Handhole details
- Proposed splicing details
- Construction quantities
- Permit document preparation for City of Leavenworth (contractor to submit)
- Permit document preparation for KDOT (contractor to submit)

ISP

- Building Entry Details
- Conduit/Cable Routing
- Route measurements
- Rack details
- Detailed construction noting for all proposed elements including method of construction
- Photos of existing conditions

- Proposed splice details
- Logical Network Diagram

Task 105: Pre-Bidding Period Services. Olsson will provide Pre-Bid services including:

- Bid documents
- Opinion of Costs
- Attend on-site Pre-Bid meeting
- Assist with Addendum responses
- Bid review and recommendation

Task 106: Construction Administration. Olsson’s services will include the following responsibilities:

- Conduct Construction Progress meetings
- Liaison between the Client and the contractor
- Progress and inspection tracking
- Respond to Contractor RFI’s and provide any required Field Change Directives

Task 107: Construction Inspection. Olsson will provide one full time onsite construction inspector for proposed elements to include the following responsibilities for up to 60 working days:

- Construction Progress meetings
- Liaison between the City staff and the contractor
- Daily construction inspection
- Daily Progress and inspection logs
- Photo Documentation
- Verify daily changes and additions to the redline drawings
- Single Point of contact for Citizen concerns
- Review Contractor Invoices

Task 108: Closeout (Post Construction) Documents. Olsson will convert contractor provided redline drawings into CAD and GIS based as-built drawings and deliver to the Client as a record of construction. This will include contractor provided GPS locations of the handholes, major route turns and building entry locations.

Task 109: Closeout Payment Coordination. Olsson will assist county staff in project closeout related to contractor payments

Task 110: Post Construction Utility Coordination. Olsson will work with Leavenworth County and Kansas One Call to get Leavenworth County registered as an underground utility owner in the statewide locate system.

Fee = \$169,600.00

TASK ORDER ASSUMPTIONS

The following items are assumed in this Task Order:

- County to provide record plats, GIS mapping, and other documentation available to depict the right-of-way widths for the project. Olsson to use said information to develop the routing. Construction documents will be developed for the construction contractor to finalize said

routing to avoid conflicts including other utilities while maintaining the fiber conduit and associated work within the existing right-of-way. It will be assumed the center of the roadway is the center of the right-of-way.

- Project will be designed to utilize sod vegetation for all ground disturbances
- County will perform bidding advertisement and upload all documents with County's online bidding program/service. County responsible for any advertisement fees, if required. County to provide standard front end bid documents.
- This proposal was based on the assumption that Olsson will prepare one set of construction documents for the entire project. Separate packages for phasing purposes are not included.
- Olsson reserves the right to adjust this contract if our services extend beyond a 12-month period from the date of this agreement.
- All if any permit fees to be paid by construction Contractor
- Olsson will include notes placing responsibility for construction in the right-of-way on the contractor and holding Olsson harmless.

TASK ORDER EXCLUSIONS

The following items are excluded from this Task Order:

- Construction documents will be developed for the construction contractor to field verify the routing and associated improvements to be in the existing right-of-way therefore survey and staking are excluded.
- Construction documents will be developed for the construction contractor to finalize said routing to avoid utility conflicts. Utility conflicts are not planned with the contractor method to adjust routing as needed therefore utility investigation is excluded.
- Construction documents will be developed for the fiber routing and associated work to be within the existing right-of-way therefore easements, right-of-way acquisition, exhibits, and associated documents are not planned for and excluded.
- Any environmental clearances
- Railroad permitting
- Exclude retaining wall design
- Exclude structural design
- Exclude land acquisition and easement services
- Exclude permit and submittal fees are excluded
- Exclude environmental services
- Exclude attendance of public meetings
- Exclude construction testing. Project will be developed for the contractor to provide necessary construction testing
- Exclude existing public and private utility relocation design and locating
- Exclude pavement design
- Exclude geotechnical investigation
- Exclude public street/ sidewalk and driveway design improvements
- Exclude monument sign design
- Exclude surveying services not provided above
- Exclude traffic control and detour plans
- Exclude demolition plans and quantities
- Exclude irrigation locating and design

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date:
Anticipated Completion Date:

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the services related to this Task Order #2, at a fixed lump sum fee in the amount listed in Scope of Services above. Task Order #2 will not be billed at an hourly rate. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project representative shall be _____.

If this Task Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Mitch Pleak, Project Engineer

By 
David Hoelzel, Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Task Order, please sign:

LEAVENWORTH COUNTY

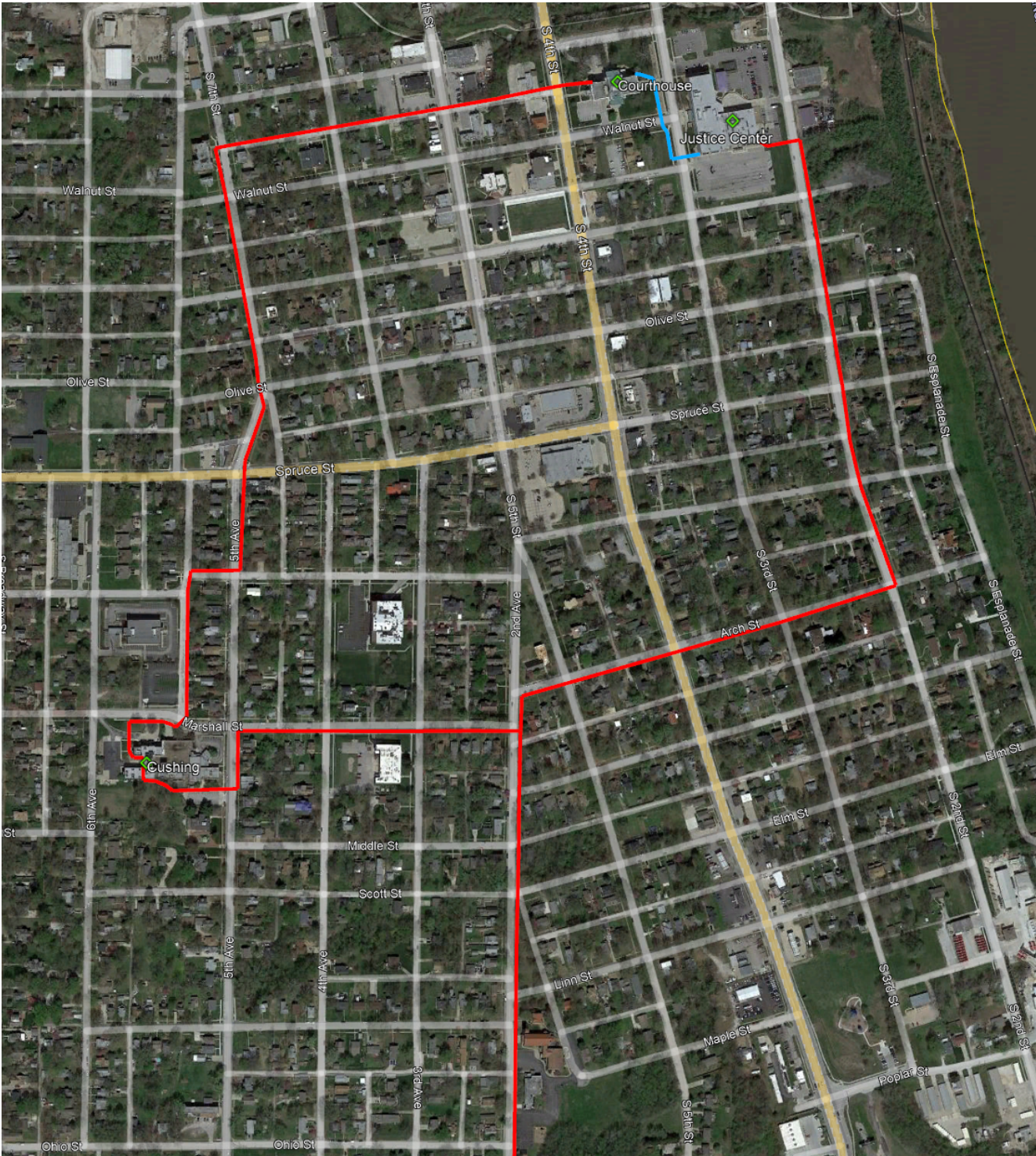
By _____
Signature

Print Name _____

Title _____

Dated: _____

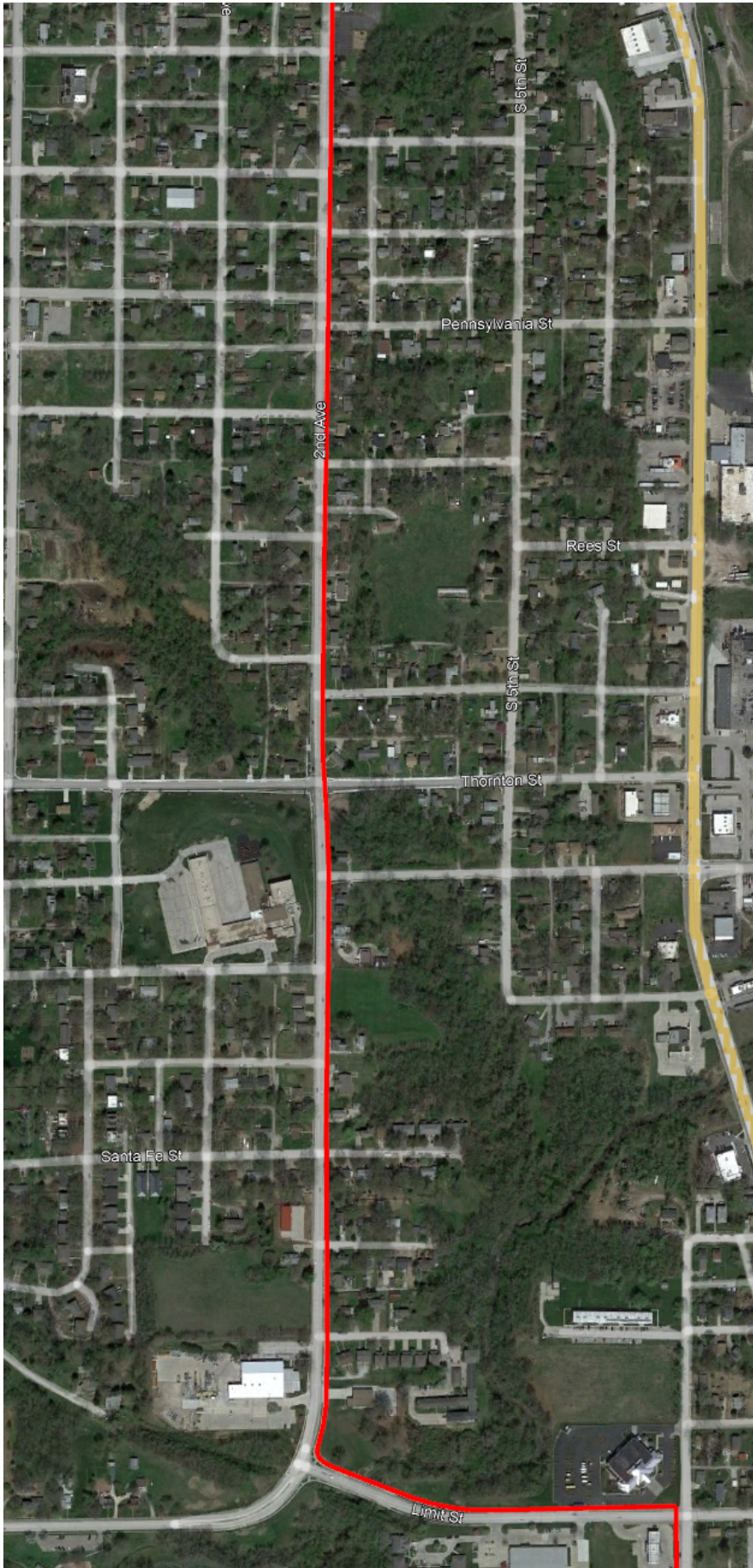
PROPOSED ROUTE MAP



Proposed route of the central ring.
Courthouse to Cushing
Cushing to Justice Center
Justice Center to Courthouse

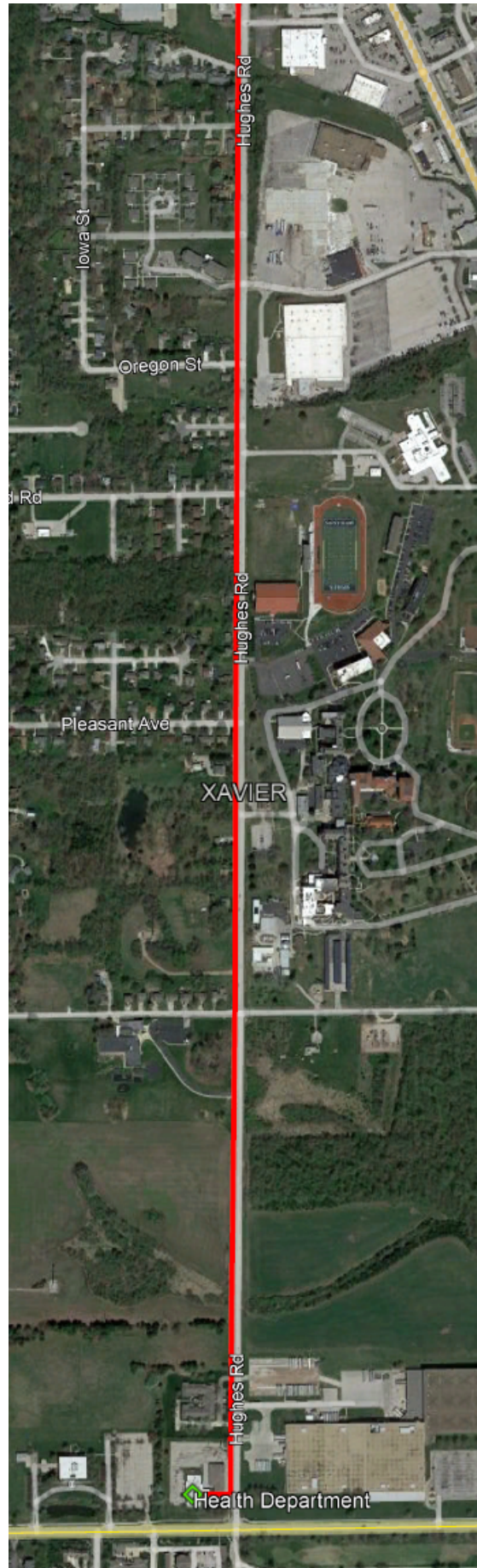
MATCH A

MATCH A



MATCH B

MATCH B



Proposed route of the dual Health Department Lateral.
Cushing to Health Department
Justice Center to Health Department