

We encourage everyone to view the meeting live via YouTube.

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

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
November 8, 2023
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) Operation Green Light Proclamation
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the meeting of November 1, 2023
 - b) Approval of the minutes of the work session of November 1, 2023

- c) Approval of the schedule for the week November 13, 2023
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve US Bicycle Route 55 through Leavenworth County and letter of support.
- b) Consideration of Resolution No. 10-23-03 of the city of Tonganoxie, Kansas regarding a proposed annexation.
- c) Consider a motion to approve the contract with SMH for design services for the high-risk rural roads project on Tonganoxie Road.
- d) Consider a motion to approve a contract for construction with Kaaz Construction for three replacement culverts through ARPA funds.

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 6, 2023

Tuesday, November 7, 2023

Wednesday, November 8, 2023

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

Thursday, November 9, 2023

12:00 p.m. LCDC meeting

Friday, November 10, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERAN'S DAY

5:30 p.m. LCDC Annual VIP Event
• Falcon Lakes Golf Club, 4605 Clubhouse Dr., Basehor, KS

Saturday, November 11, 2023 VETERAN'S DAY

10:30 a.m. 104th Leavenworth County Veteran's Day Parade
• Downtown Leavenworth, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Leavenworth County great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Leavenworth County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Leavenworth County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Leavenworth County hereby declares from October through Veterans Day, November 11th 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Leavenworth County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

**IN WITNESS WHEREOF, I set my hand and affixed the seal of Leavenworth County,
Kansas this 8th day of November, 2023.**

Vicky Kaaz, Chairperson

ATTEST:

Janet Klasinski, County Clerk

*****November 1, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, November 1, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Misty Brown, Deputy County Counselor; Larry Malbrough, Information Systems Director

Residents: Paula Cole, Brendan Sheehan,

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Mike Smith inquired about who will be participating in the Veteran's Day Parade.

Commissioner Culbertson will provide a vehicle for Commissioners to ride in the parade.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, November 1, 2023 as presented.

Motion passed, 5-0.

A proposed bicycle route 55 was presented for consideration.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to table this until next week to make changes that were discussed.

Motion passed, 5-0.

Mark Loughry presented applications for appointment to the Juvenile Corrections Advisory Board.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to appoint Sherri Reevis as educational person on the JCAB board, Willie Williams, Felicia Yoakam, and Aimee Bateman to serve as board members of JCAB.

Motion passed, 5-0.

Mr. Loughry presented Resolution 2023-29, adopting a Nationwide Retirement Solutions.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve Resolution 2023-29, adopting a Nationwide Retirement Solutions.

Motion passed, 5-0.

David Van Parys presented Resolution 2023-30, establishing a daily fee to house inmates by outside agencies at the Leavenworth County Jail.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve Resolution 2023-30, establishing a daily fee for the housing of inmates by outside agencies at the Leavenworth County Jail.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith that the Board recess for a closed executive meeting for the discussion of potential litigation involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that Board resume open meeting at 10:00 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Culbertson, Kaaz, Mike Smith, Doug Smith and Mike Stieben, Senior County Counselor, David Van Parys and County Administrator Mark Loughry and others that may be called by the Board. Motion passed, 5-0.

The Board returned to regular session at 10:00 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve a water main relocation agreement with Rural Water District #9 regarding the 235th Street project. Motion passed, 3-1 Commissioner Doug Smith abstained, Commissioner Stieben voting nay.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Culbertson to approve a water main relocation agreement with Rural Water District #9 regarding the County Road 5/Tonganoxie Road project. Motion passed, 4-0, Commissioner Doug Smith abstained.

Larry Malbrough presented the quarterly report for the Information Systems Department.

Commissioner Mike Smith judged the costume contest at the Council on Aging.

Commissioners Kaaz and Stieben attended the ground-breaking ceremony for the new US Penitentiary.

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

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

The Board adjourned at 10:10 a.m.

*****November 1, 2023 *****

The Board of County Commissioners met in a work session on Wednesday, November 1, 2023. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator

Members of the Leavenworth County Port Authority and Leavenworth County Development Corporation

The Board held a work session with the Leavenworth County Port Authority to discuss future funding.

The Board ended the work session at 11:13 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 13, 2023

11:00 a.m. Saint Mary's Veteran's Day Pinning Ceremony
• Social Room (Second Floor of Saint Mary Hall)

Tuesday, November 14, 2023

11:30 a.m. 38th Annual Athena Awards Luncheon
• Riverfront Community Center, 123 S. Esplanade St., Leavenworth, KS

Wednesday, November 15, 2023

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

Thursday, November 16, 2023

8:00 a.m. Legislative Breakfast
• Council on Aging, 711 Marshall St., Leavenworth, KS

Friday, November 17, 2023

8:00 a.m. Northeast Kansas County Officials Annual Meeting
• Nemaha County Community Building, 1500 Community Drive, Seneca, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 10/28/2023 END DATE: 11/03/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	337324	105328 AP	10/31/2023	3-001-5-11-307	258 CO ATTORNEY BUSINESS CARDS	95.00	
249	AMBERWELL	ATCHISON HOSPITAL	337325	105329 AP	10/31/2023	3-001-5-07-206	LVSO NEW EMPLOYEE TESTING	225.00	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	337359	105349 AP	11/03/2023	3-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
283	BUSETTI ROBERT	ROBERT BUSETTI	337360	105350 AP	11/03/2023	3-001-5-07-219	DENTIST FOR JAIL INMATES	350.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-05-215	TONGANOXIE WATER- EMS 9102	102.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-05-215	FREESTATE ELEC SVC EMS 9102	385.63	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-05-215	WASTE MGMT - EMS 9102, NOX WEE	173.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-05-280	MIDWEST MOBILE RADIO	438.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-05-280	MIDWEST MOBILE RADIO - BATTERI	1,584.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-06-216	AT&T MOBILITY - MIFI	86.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-208	FIRST ADVANTAGE BACKGROUND 4 C	18.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-208	MIDWEST MOBILE RADIO LVSO	1,640.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-210	AT&T LVSO 1005	5,189.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-210	AT&T WIRELESS LVSO 5018	92.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-210	AT&T LVSO MONTHLY 1113	379.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-216	CHARTER - INTERNET ACCESS-EOC	74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-219	CHARTER COMM - INTERNET ACCES	182.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-07-223	FREESTATE ELEC SVC TO SIRENS	442.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-14-210	SPECTRUM ENTERPRISE - GEN COMM	2,007.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-14-220	FREESTATE - ELEC SVC ANNEX	977.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-14-220	TONGANOXIE WATER - ANNEX 725 L	149.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-14-234	QUADIENT POSTAGE METER LEASE 1	741.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-18-213	SPECTRUM - ACCESS COMMUNICATIO	134.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-19-220	IRON MOUNTAIN SHREDDING (HWDCO	112.09	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-23-209	COSTAR-REALTY DATABASE/ANALYTI	424.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-49-341	AMAZON-SHEET PROTECTORS-SUPR J	8.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-001-5-53-207	WASTE MGMT - EMS 9102, NOX WEE	101.40	
							*** VENDOR 648 TOTAL		15,447.45
546	CURTIS	CURTIS, STALEY, AND ASSOCIATES	337362	105352 AP	11/03/2023	3-001-5-07-219	MENTAL HEALTH SERVICES FOR JAI	3,000.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	337364	105354 AP	11/03/2023	3-001-5-32-392	ELEC SVC KPL BUILDING	30.60	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	2,275.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	2,275.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	2,275.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	2,275.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	25.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	50.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23118 AUTOPSY/ROD/DEATH CH	50.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23154 SUPPLEMENTAL TOXICOL	268.00	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	337365	105355 AP	11/03/2023	3-001-5-13-271	INV 23154 SUPPLEMENTAL TOXICOL	26.00	
							*** VENDOR 5824 TOTAL		9,594.00
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	380.45	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	84.90	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	47.25	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	150.60	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	56.48	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	37.65	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	75.30	
971	GALLS	GALLS	337366	105356 AP	11/03/2023	3-001-5-07-350	5289255 LVSO UNIFORMS	271.75	
							*** VENDOR 971 TOTAL		1,104.38

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#				
754	HARRIS, JANA	JANA HARRIS	337367	105357 AP	11/03/2023	3-001-5-07-219	MEDICAL SVC FOR JAIL INMATES	6,041.67
99	JUROR							

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
99	JUROR								
						*** VENDOR	99 TOTAL		3,068.64
1629	KU PHYSICIANS	UNIVERSIT OF KANSAS HOSPITAL	337328	105333 AP	10/31/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	725.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-001-5-07-359	JAIL SUPPLIES	3,587.89	
9762	LVPD	LEAVENWORTH POLICE DEPT	337330	105335 AP	10/31/2023	3-001-5-11-503	LAW ENFORCEMENT FEES	100.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337331	105336 AP	10/31/2023	3-001-5-11-303	OPL305_K CO ATTY COPIER	29.45	
2666	MISC REIMBURSEMENTS	ANGELA MCCLURE	337424	105414 AP	11/03/2023	3-001-5-11-205	REIM MILEAGE - P/U IN LAWRENCE	42.58	
2666	MISC REIMBURSEMENTS	SOMA SAN	337425	105415 AP	11/03/2023	3-001-5-42-285	PER DIEM, MILEAGE - KAM CONF W	264.62	
2666	MISC REIMBURSEMENTS	SOMA SAN	337425	105415 AP	11/03/2023	3-001-5-42-285	PER DIEM, MILEAGE - KAM CONF W	78.00	
2666	MISC REIMBURSEMENTS	COLIN PATE	337426	105416 AP	11/03/2023	3-001-5-42-285	PER DIEM, MILEAGE KAM CONF - W	229.25	
2666	MISC REIMBURSEMENTS	COLIN PATE	337426	105416 AP	11/03/2023	3-001-5-42-285	PER DIEM, MILEAGE KAM CONF - W	78.00	
						*** VENDOR	2666 TOTAL		692.45
196	OLSSON	OLSSON, INC	337427	105417 AP	11/03/2023	3-001-5-06-206	019-28310 PROF SVC TO 10.7	5,730.50	

warrants by vendor

START DATE: 10/28/2023 END DATE: 11/03/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
8801	OSBORN JOSEPH	OSBORN LAW OFFICE	337336	105341 AP	10/31/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	8,400.00	
103									
							*** VENDOR	103 TOTAL	6,323.00
1888	RIOUX,BENJAMIN JAMES	BENJAMIN JAMES RIOUX	337428	105418 AP	11/03/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	3,007.97	
556	SIRIUS	CDW LLC	337431	105421 AP	11/03/2023	3-001-5-18-254	SOFTWARE MAINT	4,068.92	
29161	TONGANOXIE	TONGANOXIE POLICE DEPT	337343	105348 AP	10/31/2023	3-001-5-11-503	LAW ENFORCEMENT FEE	100.00	
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	337432	105422 AP	11/03/2023	3-001-5-14-224	4825F7093 16P20731-LDP DEDUCTI	1,070.50-	
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	337432	105422 AP	11/03/2023	3-001-5-14-224	4825F7093 16P20731-LDP DEDUCTI	420.80	
608	TRAVELERS	THE TRAVELERS INDEMNITY COMPAN	337432	105422 AP	11/03/2023	3-001-5-14-224	4825F7093 16P20731-LDP DEDUCTI	1,572.50	
							*** VENDOR	608 TOTAL	922.80
100	WITNESS LIST								
							*** VENDOR	100 TOTAL	382.54
							TOTAL FUND 001		76,027.26
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-108-5-00-219	AT&T MOBILITY - HEALTH DEPT WI	164.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-108-5-00-601	MIDWEST MOBILE RADIO MAINT - H	75.00	
							*** VENDOR	648 TOTAL	239.92
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	337331	105336 AP	10/31/2023	3-108-5-00-301	OPK598_K HEALTH DEPT PRINTER M	149.95	
2666	MISC REIMBURSEMENTS	HEATHER WAMSLEY	337332	105337 AP	10/31/2023	3-108-5-00-211	PER DIEM KS GOVERNOR'S CONF WI	15.00	
2666	MISC REIMBURSEMENTS	HEATHER WAMSLEY	337332	105337 AP	10/31/2023	3-108-5-00-211	PER DIEM KS GOVERNOR'S CONF WI	52.00	
2666	MISC REIMBURSEMENTS	JOY BOGART	337333	105338 AP	10/31/2023	3-108-5-00-211	PER DIEM KS GOVERNOR'S CONF WI	15.00	
2666	MISC REIMBURSEMENTS	JOY BOGART	337333	105338 AP	10/31/2023	3-108-5-00-211	PER DIEM KS GOVERNOR'S CONF WI	52.00	
2666	MISC REIMBURSEMENTS	ALYSON HEIM	337334	105339 AP	10/31/2023	3-108-5-00-211	PER DIEM KANSAS GOVERNOR'S CON	15.00	
2666	MISC REIMBURSEMENTS	ALYSON HEIM	337334	105339 AP	10/31/2023	3-108-5-00-211	PER DIEM KANSAS GOVERNOR'S CON	52.00	
2666	MISC REIMBURSEMENTS	JODY HAMMERSCHMIDT	337423	105413 AP	11/03/2023	3-108-5-00-606	BREASTFEEDING CONF PER DIEM, P	54.00	
2666	MISC REIMBURSEMENTS	JODY HAMMERSCHMIDT	337423	105413 AP	11/03/2023	3-108-5-00-606	BREASTFEEDING CONF PER DIEM, P	24.00	
							*** VENDOR	2666 TOTAL	279.00
							TOTAL FUND 108		668.87
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	337430	105420 AP	11/03/2023	3-115-5-00-401	JUSTICE CENTER FLOORING	4,905.96	
							TOTAL FUND 115		4,905.96

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O. NUMBER	CHECK#								
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-117-5-00-301	AMAZON:TONER & BACKUP FOR HELE	193.78			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-117-5-00-301	AMAZON:TONER & BACKUP FOR HELE	193.78			
							*** VENDOR	648 TOTAL			387.56
							TOTAL FUND 117				387.56
107	ENVISION	ENVISION TECHNOLOGY GROUP LLC	337363	105353 AP	11/03/2023	3-118-5-00-405	SVC CALL-ANNEX SPEAKERS	1,922.13			
							TOTAL FUND 118				1,922.13
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-123-5-00-301	FIRSTNET WIRELESS - COMM CORR	50.16			
							TOTAL FUND 123				50.16
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-126-5-00-210	FIRSTNET WIRELESS - COMM CORR	250.80			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-126-5-00-225	IRON MOUNTAIN SHREDDING (HWDCO	17.74			
							*** VENDOR	648 TOTAL			268.54
767	OXFORD HOUSE	OXFORD HOUSE WILDCAT	337337	105342 AP	10/31/2023	3-126-5-00-226	CLIENT SERVICES - HOUSING	199.99			
							TOTAL FUND 126				468.53
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-133-5-00-207	10-28 MIDWEST MOBILE RADIO	395.00			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-133-5-00-251	10-12 FREESTATE ELEC SVC TO TO	59.25			
							*** VENDOR	648 TOTAL			454.25
86	EVERGY	EVERGY KANSAS CENTRAL INC	337364	105354 AP	11/03/2023	3-133-5-00-251	11-3 ELEC SVC NORTH END SALT D	29.05			
196	OLSSON	OLSSON, INC	337427	105417 AP	11/03/2023	3-133-5-00-213	11-2 PROJ 019-28310 PROF SVC T	975.00			
							TOTAL FUND 133				1,458.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-203	IRON MOUNTAIN SHREDDING (HWDCO	5.91			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-206	FIRSTNET WIRELESS - COMM CORR	50.16			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-223	IRON MOUNTAIN SHREDDING (HWDCO	5.92			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-226	FIRSTNET WIRELESS - COMM CORR	50.16			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-243	IRON MOUNTAIN SHREDDING (HWDCO	5.91			
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-136-5-00-246	FIRSTNET WIRELESS - COMM CORR	100.32			
							*** VENDOR	648 TOTAL			218.38
							TOTAL FUND 136				218.38
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-138-5-00-226	FIRSTNET WIRELESS - COMM CORR	100.32			
							TOTAL FUND 138				100.32
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	337421	105411 AP	11/03/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	455.60			
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	337421	105411 AP	11/03/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	10.99			
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	337421	105411 AP	11/03/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	34.49			
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	337421	105411 AP	11/03/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	17.99			
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	337421	105411 AP	11/03/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	103.82-			
							*** VENDOR	19474 TOTAL			415.25
							TOTAL FUND 144				415.25
2621	CAFE	TERRY BOOKER	337361	105351 AP	11/03/2023	3-145-5-00-256	MEALS RESERVED (COA)	13,988.00			
2621	CAFE	TERRY BOOKER	337361	105351 AP	11/03/2023	3-145-5-00-256	MEALS RESERVED (COA)	14,111.50			
2621	CAFE	TERRY BOOKER	337361	105351 AP	11/03/2023	3-145-5-00-256	MEALS RESERVED (COA)	5,726.50			
							*** VENDOR	2621 TOTAL			33,826.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES	116.33			
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES	239.96			
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	C OIN AGING, C1&C2 CONSUMABLES	112.66			

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	C OIN AGING, C1&C2 CONSUMABLES	295.65		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	C OIN AGING, C1&C2 CONSUMABLES	118.24		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-00-345	C OIN AGING, C1&C2 CONSUMABLES	310.27		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-05-301	CO ON AGING C1&C2 CONSUMABLES	45.52		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-05-301	C OIN AGING, C1&C2 CONSUMABLES	46.39		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-05-301	C OIN AGING, C1&C2 CONSUMABLES	48.68		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-301	CO ON AGING C1&C2 CONSUMABLES	74.74		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-301	C OIN AGING, C1&C2 CONSUMABLES	35.84		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-301	C OIN AGING, C1&C2 CONSUMABLES	37.60		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-321	CO ON AGING C1&C2 CONSUMABLES	43.27		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-321	C OIN AGING, C1&C2 CONSUMABLES	80.63		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-06-321	C OIN AGING, C1&C2 CONSUMABLES	84.62		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-302	CO ON AGING C1&C2 CONSUMABLES	6.74		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-302	C OIN AGING, C1&C2 CONSUMABLES	6.63		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-302	C OIN AGING, C1&C2 CONSUMABLES	6.95		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-321	CO ON AGING C1&C2 CONSUMABLES	35.40		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-321	C OIN AGING, C1&C2 CONSUMABLES	35.84		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	337329	105334 AP	10/31/2023	3-145-5-07-321	C OIN AGING, C1&C2 CONSUMABLES	37.60		
								*** VENDOR	4755 TOTAL	1,819.56
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-00-345	CO ON AGING - TRAYS/FILM	1,598.53		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-00-345	CO ON AGING - TRAYS/FILM	4,194.82		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-00-345	CO ON AGING - FILM	144.56		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-00-345	CO ON AGING - FILM	379.35		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-05-301	CO ON AGING - TRAYS/FILM	658.22		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-05-301	CO ON AGING - FILM	59.53		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-06-301	CO ON AGING - TRAYS/FILM	508.46		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-06-301	CO ON AGING - FILM	45.98		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-06-321	CO ON AGING - TRAYS/FILM	1,144.04		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-06-321	CO ON AGING - FILM	103.46		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-07-302	CO ON AGING - TRAYS/FILM	94.03		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-07-302	CO ON AGING - FILM	8.50		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-07-321	CO ON AGING - TRAYS/FILM	508.46		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	337335	105340 AP	10/31/2023	3-145-5-07-321	CO ON AGING - FILM	45.98		
								*** VENDOR	345 TOTAL	9,493.92
								TOTAL FUND 145		45,139.48

6917	RWD 1	RURAL WATER DIST #1	337429	105419 AP	11/03/2023	3-160-5-00-210	WATER METER - SOLID WASTE	27.19		
								TOTAL FUND 160	27.19	

196	OLSSON	OLSSON, INC	337444	1730 AP	11/03/2023	3-171-5-00-201	11-1 019-28310 ROF SVC TO 10.7	1,002.00		
								TOTAL FUND 171	1,002.00	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-174-5-00-210	FREESTATE ELEC SVC EISENHOWER	1,150.11		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	337326	105331 AP	10/31/2023	3-174-5-00-210	FREESTATE ELEC SVC EISENHOWER	1,092.24		
								*** VENDOR	648 TOTAL	2,242.35
86	EVERGY	EVERGY KANSAS CENTRAL INC	337364	105354 AP	11/03/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	498.51		
86	EVERGY	EVERGY KANSAS CENTRAL INC	337364	105354 AP	11/03/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	357.25		
86	EVERGY	EVERGY KANSAS CENTRAL INC	337364	105354 AP	11/03/2023	3-174-5-00-210	ELEC SVC 3 TOWERS	207.56		
								*** VENDOR	86 TOTAL	1,063.32
6636	KANSAS GAS	KANSAS GAS SERVICE	337422	105412 AP	11/03/2023	3-174-5-00-210	510614745 2007004 82 GAS SERVI	64.48		
								TOTAL FUND 174	3,370.15	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
17551	DIGGER JIM	DIGGER JIM'S	337327	105332 AP	10/31/2023	3-218-5-00-2	SEWER DIST 5:VACUUM LIFT STATI	300.00	
								TOTAL FUND 218	300.00
								TOTAL ALL CHECKS	136,461.54

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	76,027.26
108	COUNTY HEALTH	668.87
115	EQUIPMENT RESERVE	4,905.96
117	CO CLERK TECHNOLOGY	387.56
118	TREASURER TECH FUND	1,922.13
123	JUVENILE CRIME PREVENTION	50.16
126	COMM CORR ADULT	468.53
133	ROAD & BRIDGE	1,458.30
136	COMM CORR JUVENILE	218.38
138	JUV INTAKE & ASSESSMENT	100.32
144	PALS (PETS AND LOVING SENIORS	415.25
145	COUNCIL ON AGING	45,139.48
160	SOLID WASTE MANAGEMENT	27.19
171	S TAX CAP RD PROJ: BONDS	1,002.00
174	911	3,370.15
218	SEWER DIST #5	300.00
	TOTAL ALL FUNDS	136,461.54

Consent Agenda 11-8-23
Checks 10/28 - 11/3



COUNTY OF LEAVENWORTH

Board of County Commissioners

300 Walnut, Suite 225

Leavenworth, Kansas 66048-2815

(913)684-0417

Fax (913) 680-2742

Email: bocc@leavenworthcounty.gov

November 8, 2023

U.S. Bicycle Route System

Jenny Kramer
Kansas Department of Transportation
Bike/ped coordinator
785-296-5186
jenny.kramer@ks.gov

Dear Jenny Kramer,

Leavenworth County would like to offer our support for the designation of proposed U.S. Bicycle Route 55 (USBR 55) through Leavenworth County. We recognize that bicycle tourism is a growing industry in North America, contributing well over \$55 billion a year to the economies of communities that provide facilities for such tourists. As a county, we stand to benefit from this opportunity both economically and from the health and environmental related benefits of encouraging bicycle travel in our region.

The American Association of State Highway and Transportation Officials (AASHTO) has designated a bicycle route corridor through Kansas to be developed as USBR 55. Leavenworth County lies within that corridor and we have investigated the proposed route and found it to be suitable for bicycle tourists.

I am contacting you to indicate our support for designating USBR 55 through Leavenworth County.

The proposed route for USBR 55 will provide a benefit to our county and we endorse having the route mapped and signed, thereby promoting bicycle tourism in our area. Therefore, Leavenworth County hereby expresses its support for the designation USBR 55, and requests that the appropriate officials nominate the route for AASHTO designation as soon as this can be achieved.

Sincerely,

Vicky Kaaz, Chairperson
2nd District

Jeff Culbertson, Member
1st District

Mike Smith, Member
4th District

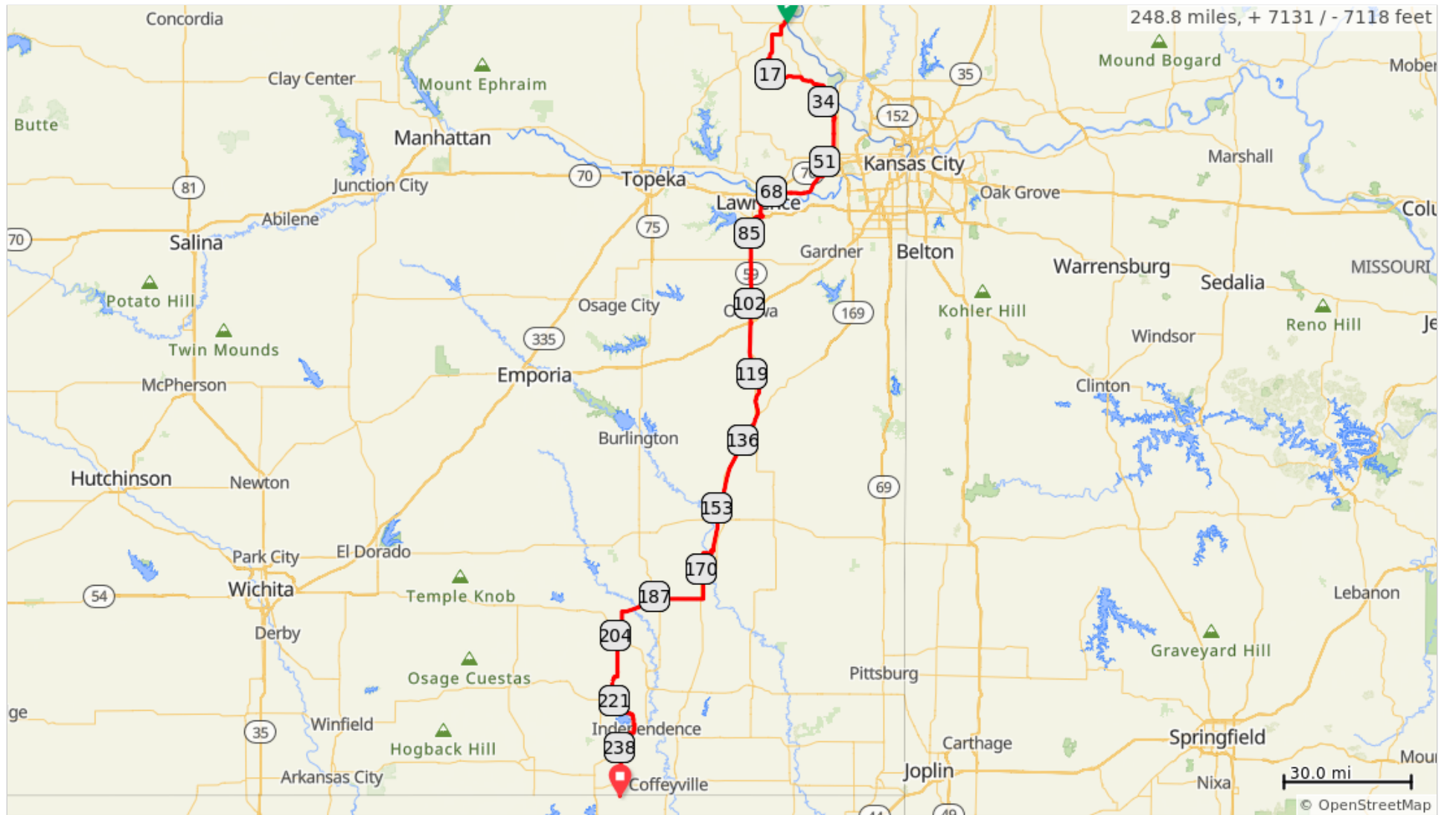
Doug Smith, Member
3rd District

Mike Stieben, Member
5th District

USBR 55 KS



248.8 miles, + 7131 / - 7118 feet



	Dir	Type	Notes	Total
	←	Left	Turn left onto N 5th St	0.0
0.1	→	Right	Turn right onto Commercial St	0.1
0.4	←	Left	Turn left onto S 10th St	0.5
0.4	→	Right	Slight right to stay on S 10th St	0.9
0.1	→	Right	Turn right onto Patriot St	1.0
0.0	←	Left	Turn left onto Price Blvd	1.0
0.4	↑	Straight	Continue onto 278th Rd/Mt Pleasant Rd	1.5
0.5	←	Left	Slight left onto Rawlins Rd	2.0
1.9	→	Right	Turn right onto 262nd Rd	3.9
2.0	←	Left	Turn left onto Curlew-Winchester Rd/Ottawa Rd	5.9
6.2	↑	Straight	Continue onto Osage Rd	12.0
1.6	↑	Straight	Continue onto Wise Rd	13.6
2.0	←	Left	Turn left onto Rogers Road	15.6
2.4	↑	Straight	Continue on Millwood Road	17.0
6.6	↑	Cross US 7 Hwy –	Continue on Santa Fe Trail Road	23.6
8.1	↑	Straight	Continue onto N 20th St/Levee 20	31.7
4.3	←	Left	Turn left onto W Eisenhower Rd	36.0
1.5	→	Right	Turn right onto 147th St/N De Soto Rd	37.6
1.0	←	Left	Turn left onto Ida Street	38.6
0.1	→	Right	Sharp right onto Angel Falls Trail	38.7
0.5	→	Right	Turn right West Mary Street	39.2
0.2	←	Left	Turn left onto South Desoto Road	39.4
8.1	→	Right	Turn right onto Parallel Rd	47.5
1.0	←	Left	Turn left onto 155th St	48.5
0.9	→	Right	Turn right onto Pinehurst Dr	49.4
0.1	→	Right	Turn right toward Pinehurst Dr	49.5
0.0	←	Left	Turn left toward Pinehurst Dr	49.5
0.0	←	Left	Turn left toward Pinehurst Dr	49.5

0.0	→	Right	Turn right onto Pinehurst Dr	49.6
0.3	←	Left	Turn left onto N 158th St	49.3
5.5	→	Right	Right onto KS-32 W	54.8
14.1	←	Left	Turn left onto US 24, US 40	68.9
1.9	←	Left	Turn left onto E 1500 Road	70.9
1.6	→	Right	Turn right onto Locust Street	72.4
0.6	←	Left	Turn left onto N 2nd St	73.0
0.0	↑	Straight	Continue onto Vermont St	73.1
0.3	←	Left	Turn left onto W 6th St	73.4
0.1	→	Right	W 6th St turns slightly right and becomes New Hampshire St	73.5
0.1	←	Left	Turn left onto East 7th Street	73.6
0.4	←	Left	Turn left onto E 8th St	74.0
0.1	→	Right	Turn right onto Delaware St	74.1
0.4	←	Left	Turn left onto East 11th Street	74.5
0.2	→	Right	Turn right onto Burroughs Creek Trail	74.7
0.5	←	Left	Turn left onto Burroughs Creek Trail	75.2
0.0	←	Left	Turn left onto Burroughs Creek Trail	75.2
0.0	→	Right	Turn right onto Burroughs Creek Trail	75.2
0.0	→	Right	Turn right onto Burroughs Creek Trail	75.2
0.1	↑	Straight	Continue onto Burroughs Creek Trail	75.3
0.8	→	Right	Turn right onto Burroughs Creek Trail	76.2
0.0	←	Slight Left	Keep left onto Burroughs Creek Trail	76.2
0.8	←	Left	Turn left onto East 29th Street	77.0
0.2	→	Right	Turn right	77.2
0.0	←	Left	Turn left onto Lawrence Loop	77.2
0.3	←	Left	Turn left onto Lawrence Loop	77.4
2.0	←	Left	Turn left onto E 1350 Rd8	79.4
2.9	→	Right	Turn right onto N 1000 Road, CR-458	82.4
1.0	←	Left	Turn left onto E 1296 Road, CR 1045	83.4

12.3	←	Left	Turn left at the 1st cross street onto Stafford Rd	95.7
0.1	→	Right	Turn right to merge onto US-59 S toward Ottawa	95.8
3.5	→	Right	Turn right onto Montana Road	99.3
1.4	→	Right	Turn right onto North Industrial Avenue	100.7
0.6	→	Right	Turn right onto East North Street	101.3
0.6	→	Right	Turn right onto East Dundee Street	101.9
0.3	←	Left	Turn left onto North Main Street	102.2
0.9	→	Right	Turn right onto W Tecumseh St	103.1
0.1	←	Left	Turn left onto Prairie Spirit Rail Trail	103.2
0.2	↑	Straight	Continue onto S Walnut St	103.4
0.4	←	Left	Turn left onto W 5th St	103.8
0.0	→	Right	Turn right onto Prairie Spirit Rail Trail	103.8
2.6	→	Right	Turn right onto S Princeton St	106.5
0.0	↑	Straight	Continue onto US-59 S	106.5
0.2	→	Right	Turn right onto Prairie Spirit Rail Trail	106.7
8.7	←	Left	Keep left to stay on Prairie Spirit Rail-Trail	115.4
39.1	→	Right	Slight right to stay on Prairie Spirit Rail Trail	154.5
1.1	↑	Straight	Continue onto Southwind Rail Trail	155.6
6.9	→	Right	Turn right onto Hawaii Rd	162.5
0.5	←	Left	Turn left after Dollar General (on the left)	163.0
0.1	←	Left	Slight left to stay on N 9th St	163.1
0.7	→	Right	Turn right onto Bridge St	163.7
1.5	↑	Straight	Continue onto Georgia Rd	165.2
0.5	←	Left	Turn left onto 800th St	165.8
5.6	↑	Straight	Continue onto Douglas Rd/N Plummer Ave	171.3
5.0	→	Right	Turn right onto W 21st St	176.4
1.0	↑	Straight	Continue onto 200th Rd	177.4
2.0	↑	Straight	Continue onto 2000 Rd	179.4
11.3	←	Left	Turn left onto KS-39 W	190.7

6.2	←	Left	Turn left onto 15th St	196.9
6.0	→	Right	Turn right onto Adams St	205.8
1.0	←	Left	Turn left onto N 3rd St	206.7
0.3	↑	Straight	Continue onto Harper Rd	207.0
7.7	→	Right	Turn right	214.7
1.1	→	Right	Turn right onto 200 Rd	215.8
0.5	←	Left	Turn left onto Walnut St	216.3
0.1	→	Right	Turn right onto Water St	216.4
0.2	←	Left	Turn left onto Main St	216.7
0.8	↑	Straight	Continue onto Lafontaine Rd	217.5
1.2	↑	Straight	Continue onto County Rd 2300	218.7
4.0	←	Left	Turn left onto 5600 Rd	222.8
2.4	↑	Straight	Continue onto Sweeney Hill Dr	225.2
0.7	↑	Straight	Continue onto 5600 Rd	225.9
1.0	→	Right	Turn right	226.9
1.5	→	Right	Turn right	228.4
0.9	↑	Straight	Continue onto County Rd 3300	229.2
1.0	↑	Straight	Continue onto Table Mound Rd	230.2
0.8	↑	Straight	Continue onto County Rd 3300	231.1
1.4	←	Left	Turn left onto County Rd 4600	232.5
0.2	→	Right	Turn right onto 3325 Rd	232.7
1.0	→	Right	Turn right onto US-160 W/US-75 S	233.8
0.3	←	Left	Turn left onto US-75 S	234.0
1.0	→	Right	Turn right onto 4200 St	235.0
1.0	←	Left	Turn left onto 3100 Rd	236.0
2.7	→	Right	Turn right onto US-75 S	238.7
2.7	←	Left	Turn left onto 2700 Rd	241.4
7.8	↑	Straight	Continue onto East St	249.3
0.4	↑	Straight	Continue onto 2700 Rd/Montgomery County Road 2700	249.6

0.6 ↑ Straight Continue onto Tyro Rd/Wann Rd

250.2

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**Leavenworth County
Request for Board Action**

Date:

To: Board of County Commissioners

Cc: Mark Loughry; John Jacobson; Bill Noll; Misty Brown

From: David C. Van Parys

Department Head Approval: N/A

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Consideration of Resolution No. 10-23-03 of the City of Tonganoxie, Kansas, ("City") regarding a proposed annexation; Making of a certain finding as required by K.S.A. 12-520c(a)(3). The finding to be made by the board is whether or not the proposed annexation will hinder or prevent the proper growth and development of the area.

Said finding is to be made by the board of county commissioners ("county", or "board", interchangeably) within thirty (30) days of the county's receipt of the resolution, that date being October 17, 2023. Consequently, the finding by the county is to be made on or before November 15, 2023, in order to conform with regularly scheduled meetings of the board.

Recommendation: Making a finding that the proposed annexation will hinder or prevent the proper growth and development of the area.

Analysis: The City has adopted a resolution requesting that the county review a proposed annexation by the city of a tract of real property not adjoining the city. K.S.A. 12-520c provides for such review and section (a)(3) of that statute requires that the board do so and consider whether the proposed annexation will hinder or prevent the proper growth and development of the area. County staff has reviewed the proposed annexation and for the following reasons **recommends that the county find that the proposed annexation does, in fact, hinder the proper growth and development of the area.** Those reasons are:

1. **The proposed annexation does not annex into the city the full road right of way of 222nd Street as it adjoins the area proposed to be annexed.** The county has experienced difficulties in determining jurisdictional and maintenance issues when the full road right of way is not annexed by a city when expanding the boundaries of that city. It is staff recommendation that the board find that the lack of the annexation of the full road right of will unnecessarily hinder the proper growth and development of the area. In this particular instance, that issue is of great importance given that 222nd Street provides primary access to the Tonganoxie Industrial Park. A unitary ownership and responsibility for 222nd Street is of importance for the proper growth and development of the area.

2. **The proposed annexation creates an effective barrier for the logical extension of sanitary sewer and other public utilities from the industrial park.** Viewing the area staff considers to be affected by the proposed annexation (See attached Exhibit "A") the proposed annexation takes into the city only a minor portion of the area bounded by Chieftain Road (24-40), Honey Creek Road (Co. Rd. 1 and 222nd Street ("the area")). The proposed annexation increases the potential that the larger tracts in the defined area, if not annexed into the city at some time in the future, would create a barrier, if only through complications of the procedures to provide public utilities, for the extension of those services, hindering the proper growth and development of the area.

3. The proposed annexation would create an uneven and illogical jurisdictional boundary with resulting problems that would hinder or prevent the proper growth and development of the area. As shown on map "A", the majority of the affected area is under the unitary ownership of Robbins Acquisitions ("Robbins"). The proposed annexation would take only a minor portion of the land owned by Robbins without any assurance that the remaining portions would be sold or otherwise conveyed, rendering the extension of the city boundaries and land use planning throughout the area problematic. The logical jurisdictional boundary for the area would be that area shown in Exhibit "B". It is noted that a small portion of the area is not under the ownership of Robbins and is currently residential. It is also noted that the county has long maintained the position that no owner of property within the area, as part of the County Rd 1 Corridor, would be required to rezone or otherwise change the use of their property. The portion of the area under ownership of Robbins is currently vacant and annexation of that area by the city would promote the proper, and optimal, development of the area.

4. It is the recommendation of staff that an amended annexation petition by the city that would include the portions of the area under unitary ownership, and full road right of way along 222nd Street, would best promote the proper growth and development of the area, and that failure to do so hinders the proper growth and development of the area. K.S.A. 12-520c requires that the board consider whether an annexation proposed under that statute would hinder or prevent the proper growth and development of the area. It is also within the purview of the board to consider whether the proposed annexation would adversely affect the proper and future growth of the city. The proposed annexation, as outlined above, places substantial barriers to the proper extension of city provided public utilities to the area and does not extend city planning and development standards throughout the area. The county, and the tax payers of the county, have made substantial investments in the area and the County Road 1 Corridor. A more comprehensive annexation by the city, as shown by map "B", less the residential property within the area, best provides the opportunity for the optimal development and growth of the area, and by extension, the city.

Alternatives: Find that the proposed annexation will not hinder or prevent the proper growth and development of the area.

Budgetary Impact: None at this time. Potential loss of city and county tax revenue through the non-optimal development of the area

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

Total Amount Requested: N/A

Additional Attachments: Maps "A" and "B", copy of City Resolution No. 10-23-03, copy of K.S.A. 12-520c.

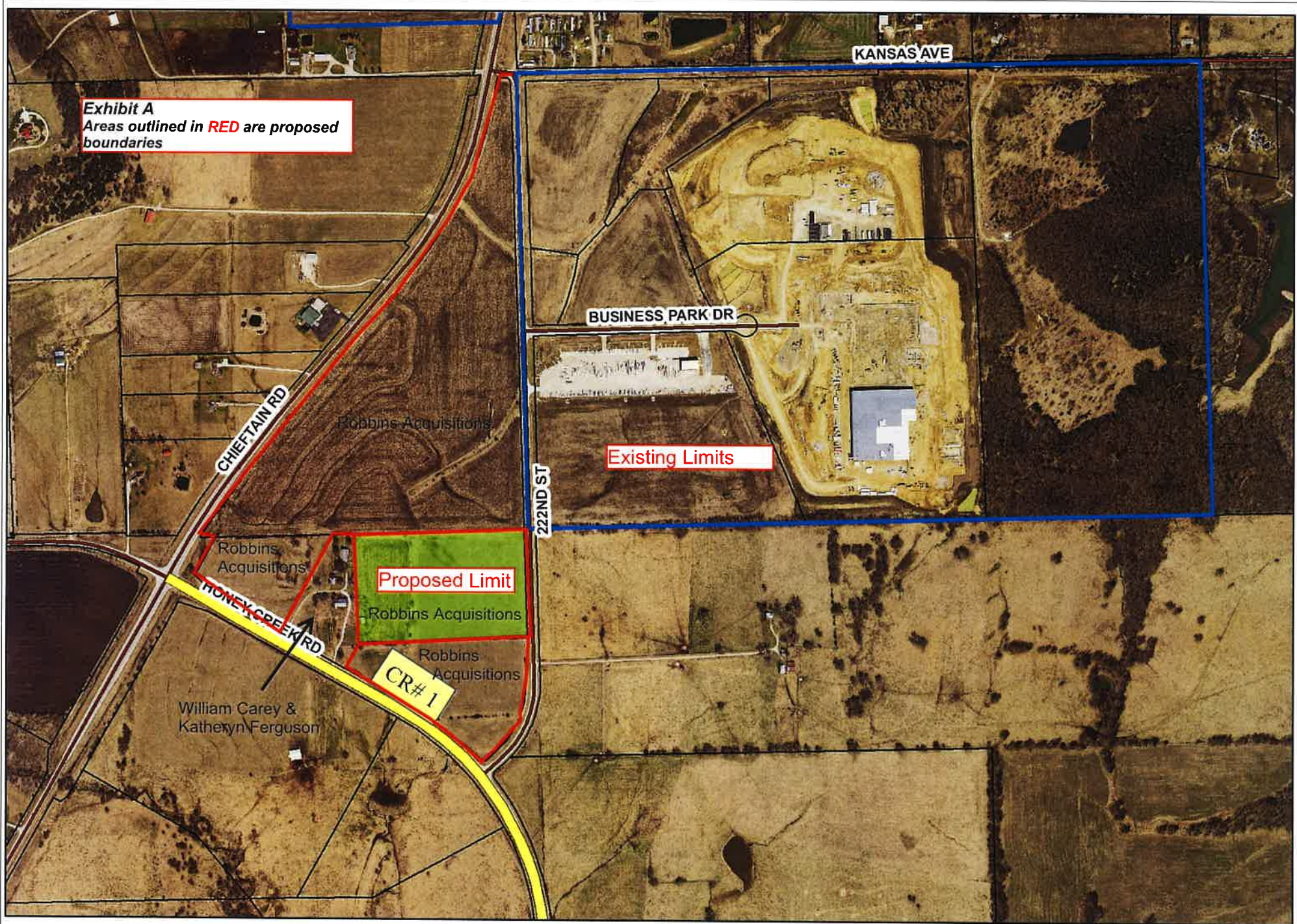
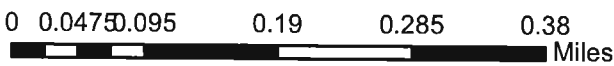


Exhibit A
 Areas outlined in **RED** are proposed boundaries

Existing Limits

Proposed Limit

CR#1



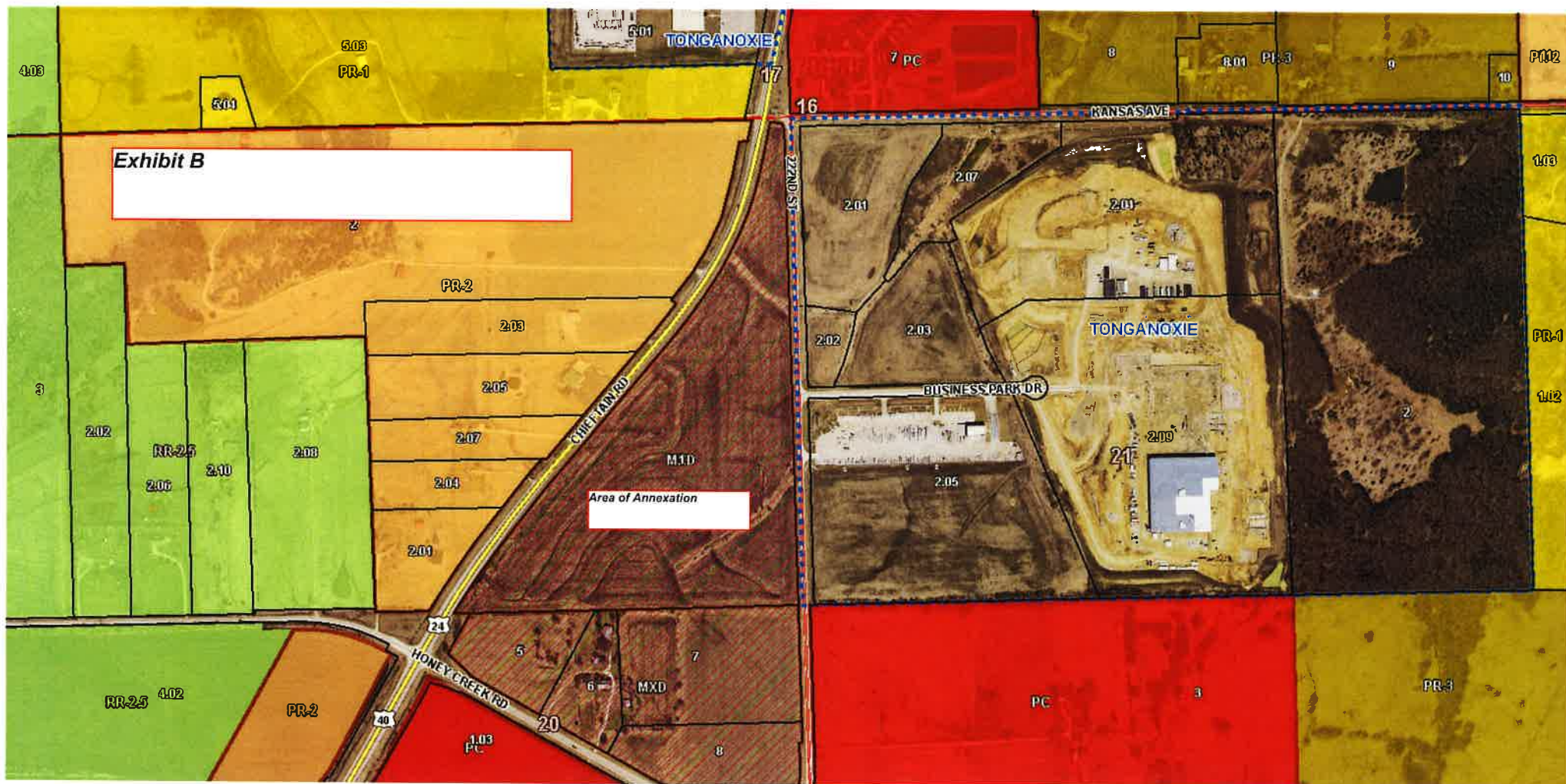
- Parcel Boundaries
- County Route Locations
- Road Centerline

- City Limits
- Proposed Annexation



Leavenworth County
 GIS Services
 300 Walnut Suite 030
 Leavenworth, KS 66048
 Ph: 913-758-6780
 Ph: 913-684-0448





RESOLUTION NO. 10-23-03

A RESOLUTION REQUESTING THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS TO MAKE A FINDING THAT ANNEXATION OF CERTAIN REAL PROPERTY NOT ADJOINING THE BOUNDARY OF THE CITY OF TONGANOXIE, KANSAS WILL NOT HINDER OR PREVENT THE PROPER GROWTH AND DEVELOPMENT OF THE AREA OR OF ANY OTHER INCORPORATED CITY LOCATED WITHIN LEAVENWORTH COUNTY, KANSAS, PURSUANT TO K.S.A. 12-520c.

WHEREAS, Robbins Acquisitions, Inc., a Kansas corporation ("Owner"), owns approximately 14.2 acres of land generally located north of the intersection of Honey Creek Road and 222nd Street in Leavenworth County, Kansas (the "County"), legally described as Lot 3, HARMAN FARMS REPLAT, a subdivision in Leavenworth County, Kansas (the "Land");

WHEREAS, the Land is located approximately 20 feet southwest of the corporate limits of the City of Tonganoxie, Kansas (the "City"), and does not adjoin the City's boundary line;

WHEREAS, on March 30, 2023, Owner filed with the City Clerk a written Petition and Consent to Annexation for the Land, a copy of which is attached hereto as **Exhibit A** (the "Petition"); and

WHEREAS, the Land is not included within any improvement district incorporated and organized pursuant to K.S.A. 19-2753 *et seq.*;

WHEREAS, K.S.A. 12-520c(a) authorizes annexation of land that does not adjoin a city when (1) the land is located within the same county as the city, (2) the owner(s) of the land petition for or consent in writing to the annexation of the land, and (3) the Board of County Commissioners, by a $\frac{2}{3}$ vote of the members thereof, finds and determines that the annexation of the land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the County;

WHEREAS, the conditions set forth in K.S.A. 12-520c(a)(1)-(2) exist because the Land is located within the same County as the City, and Owner filed the Petition requesting the City to annex the Land; and

WHEREAS, the Governing Body deems it advisable to annex the Land, and to request the Board of County Commissioners to make the findings required by K.S.A. 12-520c(a)(3).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE, KANSAS:

Section 1. The Governing Body, having deemed it advisable to annex the Land, hereby respectfully requests the Board of County Commissioners to make the findings

required by K.S.A. 12-520c(a)(3) within 30 days following receipt of a certified copy of this Resolution.

Section 2. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of County Commissioners.

Section 3. The City Manager and other officials and representatives of the City, including the City Attorney, are hereby further authorized and directed to take such actions and to execute any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. This Resolution shall be effective upon adoption by the Governing Body.

[Remainder of page intentionally left blank; signature page follows.]

**ADOPTED BY THE GOVERNING BODY OF THE CITY OF TONGANOXIE,
KANSAS, AND APPROVED BY THE MAYOR ON OCTOBER 16, 2023.**

SEAL



David Frese, Mayor

ATTEST:



Daniel Porter, Acting City Clerk

CERTIFICATE OF DELIVERY

I hereby certify that the foregoing resolution is a true and correct certified copy of Resolution 10-23-03 and that said resolution was approved on October 16, 2023 by the Governing Body of the City of Tonganoxie, Kansas.

(SEAL)



Daniel Porter, Acting City Clerk

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EXHIBIT A

Petition

[Attached.]

**PETITION AND CONSENT TO ANNEXATION
INTO THE CITY OF
TONGANOXIE, KANSAS**

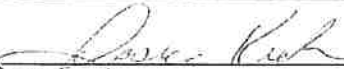
To: The Governing Body of the City of Tonganoxie, Kansas

The undersigned owners of record of the following described tract of real property hereby petition the Governing Body of the City of Tonganoxie, Kansas (the "City") to annex such land to the City pursuant to the laws of the State of Kansas. The land to be annexed is legally described in Attachment A, which is attached to this petition and incorporated by reference as if fully set forth herein.

The undersigned further warrants and guarantees that they are the only owners of record of the tract of property described in Attachment A.

Property Owner of Record: Robbins Acquisition, Inc

Address of Owner: PO Box 480, Tonganoxie, KS 66086

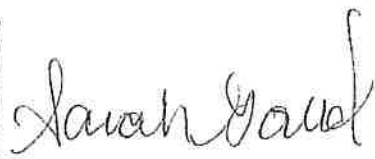
Property Owner signature: 

(If property is owned by married couple, both must sign. If corporate or partnership entity holds title, please note authority to execute petition.)

STATE OF KANSAS)
LEAVENWORTH COUNTY)

BE IT REMEMBERED, that on this 30th day of March,
2022, before me, the undersigned, a Notary Public in and for the County and State
aforesaid, came Jessica Veck, who are/is personally known to me to be the
same person(s) who executed the above Petition, and such person(s) duly
acknowledged the execution of the same to be their free and voluntary act and deed.



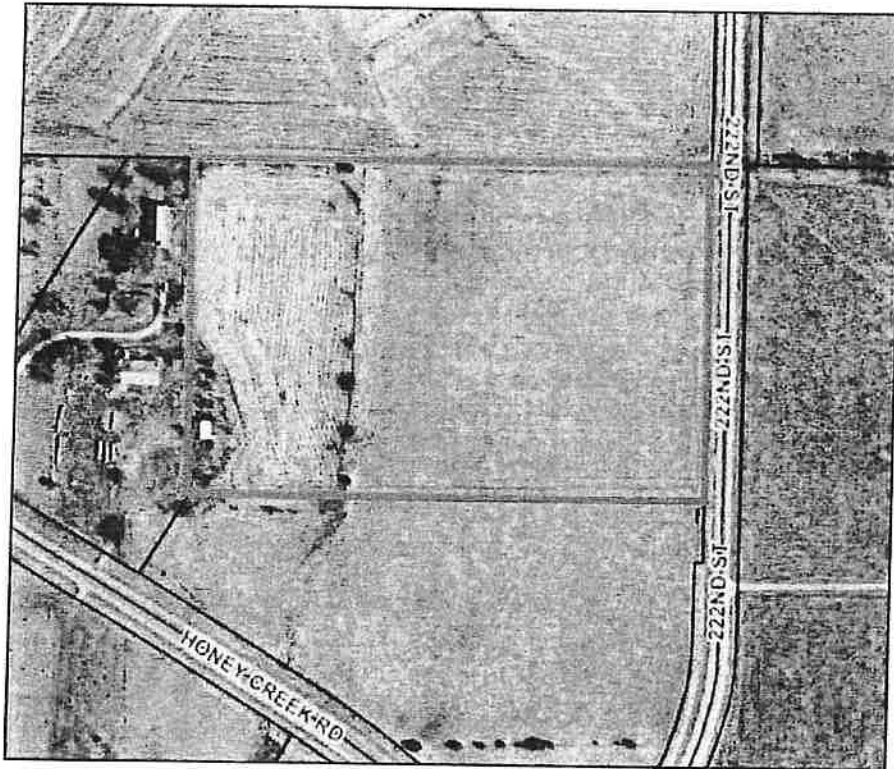


Petition And Consent To Annexation Into The City Of Tonganoxie, Kansas

Attachment A

A tract of land in the Northeast Quarter of the Southeast Quarter of Section 20, Township 11 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, being more particularly described as follows:

All of Lot 7 and part of Lot 8, HARMAN FARMS, a subdivision in Leavenworth County, Kansas, also known as Lot 3, HARMAN FARMS REPLAT, a subdivision in Leavenworth County, Kansas, as depicted in red below:



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Statutes

12-520c. Annexation of land not adjoining city, when; resolution to county commissioners; findings by board spread upon journal; effect; appeals to district court. (a) The governing body of any city may by ordinance annex land not adjoining the city if the following conditions exist:

- (1) The land is located within the same county as the city;
- (2) the owner or owners of the land petition for or consent in writing to the annexation of the land; and
- (3) the board of county commissioners of the county, by a $\frac{2}{3}$ vote of the members thereof, find and determine that the annexation of the land will not hinder or prevent the proper growth and development of the area or that of any other incorporated city located within the county.

(b) No land adjoining any land annexed by any city under the provisions of this section shall be deemed to be adjoining the city for the purpose of annexation under any other act or section of this act until the adjoining land or the land annexed under this section shall adjoin the remainder of the city by reason of the annexation of the intervening territory.

(c) Whenever the governing body of any city deems it advisable to annex land under the provisions of this section, the governing body shall by resolution request the board of county commissioners of the county to make a finding as required under subsection (a)(3). The city clerk shall file a certified copy of the resolution with the board of county commissioners who shall, within 30 days following the receipt of the resolution, make findings and notify the governing body of the city of the board's decision.

Any owner or city aggrieved by the decision of the board of county commissioners may appeal from the decision of such board to the district court of the county in the manner and method set forth in K.S.A. [19-223](#), and amendments thereto. Any city so appealing shall not be required to execute the bond prescribed therein.

History: L. 1974, ch. 56, § 5; L. 2015, ch. 91, § 2; July 1.

Law Review and Bar Journal References:

"Annexation in Kansas," Robert W. Parnacott, 70 J.K.B.A. No. 10, 28 (2001).

Attorney General's Opinions:

- Annexation of land not adjoining city; residents thereon are city residents. 81-61.
- Attachment of additional land by rural water districts. 81-80.
- Boundaries of representative districts; authority to establish precinct boundaries. 83-46.
- City of Mulvane is authorized to commence proceedings to annex property in Sumner county. 2007-33.

CASE ANNOTATIONS

1. City has no standing to challenge the annexation procedures of another city. *City of Lenexa v. City of Olathe*, 228 K. 773, 781, 782, 620 P.2d 1153.
2. Considered in holding board of county commissioners a proper party to appeal from its order denying petition filed under K.S.A. 12-521. *Board of Johnson County Commissioners v. City of Lenexa*, 230 K. 632, 633, 638, 639, 640 P.2d 1212 (1982).
3. Publication of incorrect description of property annexed held to be not in substantial compliance of act. *City of Lenexa v. City of Olathe*, 233 K. 159, 162, 163, 660 P.2d 1368 (1983).
4. Cited in holding K.S.A. 12-529 constitutional delegation over manner cities may alter boundaries. *Board of Riley County Comm'rs v. City of Junction City*, 233 K. 947, 951, 959, 667 P.2d 868 (1983).
5. Adjoining owner of property to be annexed that does not adjoin city without standing to challenge proposed annexation. *Cedar Creek Properties, Inc. v. Board of Johnson County Comm'rs*, 13 K.A.2d 734,

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COORDINATING COUNCIL

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06/05/2023

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04/25/2023

Meeting Notice [Agenda](#)

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[Kansas School Equity Enhancement Act](#)

[Gannon v. State](#)

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[Information for Special Session 2021](#)

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[2019 Amended & Repealed Statutes](#)

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[Kansas Legislature Administrative Service Division of Post Audit Research Department](#)

779 P.2d 463 (1989).

6. Adjoining landowner has standing to seek review of decision on "island" annexation. Cedar Creek Properties, Inc. v. Board of Johnson County Comm'rs, 246 K. 412, 417, 789 P.2d 1170 (1990).

7. Proposed use of or reason for island annexation must be considered since use or reason will affect future growth. Cedar Creek Properties, Inc. v. Board of Johnson County Comm'rs, 249 K. 149, 158, 815 P.2d 492 (1991).

8. Joint review of petitions for annexation and incorporation (K.S.A. 15-121) examined. In re Petition of City of Kansas City for Annexation of Land, 253 K. 402, 407, 856 P.2d 144 (1993).

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Leavenworth County Request for Board Action

Date: November 2nd, 2023

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approval of the selection and contract for professional design services with SMH Engineering for the second phase of our High Risk Rural Roads projects on Tonganoxie Road.

Recommendation: Approval

Analysis: Public Works received three proposals for design services for the project. A selection committee consisting of Mark Loughry County Administrator, Commissioner Stieben, Commissioner Doug Smith, and Public Works Director Bill Noll reviewed the proposals and are recommending SMH to the BoCC. Based on this, SMH was notified and prepared a scope of services and fee (attached in agreement).

The grant for this project is 90/10 for construction and construction engineering. Unlike the previous HRRR project preliminary engineering is not participating at this time. KDOT may reimburse the county in the future if all deadlines for completion are met. Construction for this project is currently set for early 2025.

Alternatives:

Budgetary Impact:

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

Total Amount Requested: \$156,779,80

Additional Attachments: Professional Services Agreement with scope and fee.

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made as of _____, 20___, between the County of Leavenworth, Kansas (hereinafter called the "County "), and SMH Consultants, P.A. (hereinafter called the "Consultant").

WHEREAS, the County is in need of professional assistance for **engineering, preliminary surveying, title work, and utility coordination services**, (hereinafter called the "Project"); and

WHEREAS, the County has utilized the request for qualifications (RFQ) procedures for selection of a consultant found in Section 2.5 of the County Purchasing Policy and the Kansas Department of Transportation ("KDOT") Federal High Way Administration ("FHWA") in this consultant selection process; and

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

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

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

ARTICLE I Scope of Services

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

ARTICLE II Compensation

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

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the County's approval. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

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

ARTICLE III

Time

The terms of this agreement shall remain in force until March 31, 2025 based on completion of Shop Drawing Review services. The contract may be extended if additional time is required for project completion at the sole option of the County.

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

ARTICLE IV

County's Responsibilities

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

1. Provide all requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps, which are furnished by the County.
3. Furnish design and County specific construction standards and details.
4. Review Consultant's draft submittals.
5. Sign and authorize permits required by all applicable regulatory agencies.
6. Attend design review meetings, prebid and preconstruction conferences, and construction meetings.
7. Procure easements necessary to complete the project.
8. Prepare the Project for KDOT construction bidding and assist the County during the Bid Process as identified in the Scope of Services.
9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

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

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

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

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

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

(c) Comprehensive General Liability

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

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

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

ARTICLE VI

Miscellaneous

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.
3. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither the Consultant nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-

1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
9. **Independent Consultant Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Consultant.
10. **Anti-Discrimination Clause:** Consultant agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant is found guilty of any violation of such acts by the Kansas

Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

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

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

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

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

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

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

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

- If the Consultant is adjudged bankrupt or insolvent;
- If the Consultant makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Consultant or any of his property;
- If the Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Consultant repeatedly fails to supply sufficient services;
- If the Consultant disregards the authority of the County;
- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County.

The County shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

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

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

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

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

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Consultant in connection with the work pursuant to this Agreement, shall be in the County.
20. **Availability of Records and Audit.** The Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Consultant agrees to make available at the offices of the County at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Consultant shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the

Consultant's liability to the County as such liability may exist by or under operation of law.

22. **Indemnification.** Consultant shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Consultant's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
23. **Authority to Contract.** Consultant represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

ARTICLE VII

Exhibits

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

1. Exhibit A. " Proposed Scope of Professional Services "
2. Exhibit B. " Estimate of Preliminary Engineering Fee"
3. Exhibit C. "Project Schedule"
4. Exhibit D. "Certification by Prospective Participants"
5. Exhibit E. "Tax Clearance Certificate"
6. Exhibit F. "Certificate of Final Indirect Costs"
7. Exhibit G. "Policy Regarding Sexual Harassment"

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

**BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

SMH CONSULTING, P.A.

BY: _____
VICY KAAZ, 2ND DISTRICT
CHAIRPERSON

BY: _____

ATTEST: _____
Janet Klasinski, County Clerk

Approved as to Form:

David VanParys, Sr. County Counselor

***Leavenworth County FY 2025 HRRR
052C-5242-01
Leavenworth County, KS
Civil Engineering & Surveying Services
Exhibit A: Proposed Scope of Professional Services
Prepared: October 30, 2023***

General Project Description; Civil engineering and consecution documents for roadway improvements to County Route 5 Tonganoxie Drive. The project is located on County Route 5, beginning 0.1-mile south of 189th Street and continuing 0.61-mile to 0.2-mile north of 187th Street in Leavenworth, Kansas.

Task I – Land Survey

1. A complete Survey work, including boundary, topographic, utility, and site survey for the project limits. The survey will encapsulate the necessary areas for the proposed improvements.
2. Conversion of the survey data into a working drawing that can be used for the design of the proposed improvements.
3. Prepare easement acquisition documents and perform proposed easement staking.
4. Survey shall match the coordinate system for KDOT Project 52C-5119-01 Tonganoxie Road 199th Street to Mitchell Road completed south of the proposed project corridor.
5. Provide localized project control to include a minimum of three (3) project benchmarks and four (4) recoverable control points outside of the anticipated project construction limits.

Task II – Permit and Construction Drawings

1. Attend a Design Kick-Off meeting with County Public Works staff to verify the proposed typical section, clear zone requirements, roadway corridor templates, potential utility conflicts, distribute Leavenworth County standards required for plan documents, and information submittal requirements.
2. Project Management and Administration of the inhouse design, coordination, and implementation of the project. This task includes management of internal staff in regard to project invoicing, design, coordination, contract compliance, and other items necessary to complete the design of the proposed improvements. This task includes three (3) trips to meet with the owner to review milestone design documents during the design and bidding process.
3. Project Coordination with the Project Owner, stakeholders, and the rest of the design team for developing the final conceptual layout of the project that will later be refined

into a final design. This task may involve several meetings with the owner and stakeholders, including coordination meetings with the design team.

4. Roadway plan and profiles for the proposed roadway improvements. Showing the removal of existing pavement, drainage structures, vegetation, and any additional removal of existing infrastructure.
Plan view showing existing conditions and proposed improvements of existing pavements, pavement markings, existing easements, right of way, and utilities. The site plan will include detailed overall layout information for the improvements with dimensioning.
Grading plan with existing and proposed contours and/or spot elevations at key grading points. The grading plan will include detailed information for the improvements
5. Typical sections to depict the standard sections of the roadway plan. Typical sections to conform to Kansas DOT standards.
6. Roadway cross sections for the proposed roadways. Roadway cross sections will depict proposed and existing known and discoverable ground conditions.
7. Right-of-Way Map showing existing and proposed permanent and temporary Right-of-Way.
8. Intersection and driveway details detailing horizontal and vertical design information at each of the proposed intersections and driveway.
9. Permanent and temporary traffic control plans, showing the removal and relocation of salvaged traffic signs, proposed pavement makings, temporary traffic control location and detour plan and signage.
10. Storm sewer plan and profile of storm sewer appurtenances to drain site areas. Storm sewer plan and profile sheet shall provide Structure IDs, pipe inlet and outlets will be located outside of the roadway clear zone.
11. Erosion and sediment control plans and documents and state land disturbance permits.
12. Perminate and temporary fencing plan.
13. Miscellaneous details including typical sections for pavement, signage, erosion control, etc. as required for construction of the improvements.
14. Quality Control of all final designs. This task will involve a detailed review of plans by an in-house independent reviewer.

15. Address and incorporate any modifications to the plans required as a result of reviews.
This task does not include wholesale changes.
16. Quality Assurance of all designs prior to submittal to the County and KDOT for review.
This task will involve a detailed review of the designs and plans by the project manager.
17. All AutoCAD and plan digital information shall conform to KDOT and Bureau of Local Project requirements.
18. Provide KDOT 1302, 1304 form, and Engineer's Estimate of Construction Cost at Field Check, Office Check, and PSE Plan submittal dates. Additionally, the Engineer shall provide a monthly progress report in the standard KDOT format to accompany each monthly invoice submittal.
19. Perform engineering inspection of crossroad culverts to confirm condition worthy of extension.
20. Attend formal KDOT Field Check on-site field meeting and incorporate KDOT and County comments into plan revisions.

Task V – Construction Coordination

1. Review of pertinent construction documents (Shop Drawings, RFI's, and Etc.) by the project manager as required or requested for construction of the project.

Services not Rendered by SMH but May be Required for the Construction Documents

1. Fencing Design. Location and fence type and removal/replacement quantities will be depicted on site and other plan sheets.
2. Environmental assessment
3. Geotechnical investigation services.
4. Full-time construction inspection services.
5. Construction staking services.
6. Easement acquisition services
7. Utility main improvements or extensions.
8. All other services not identified in the above scope of services.

Notes:

1. Any services not identified in the aforementioned scope of services requested by the client or owners will be negotiated and provided at direct labor, overhead, and net fee rates identified in the fee estimate. As the need for additional services beyond this current scope of work arises a separate scope of work and fee will be developed for approval by the client and presented as "Additional Work".
2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.

Exhibit B: ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 052C-5242-01		COUNTY/CITY: Leavenworth County		
LOCATION: RS 381, Tonganoxie Drive (600' South of 189th to 800' North of 187th)				
WORK ITEM: Project Summary		DATE: 10/25/23		
1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Ben Gasper - Managing Principal Engineer	48.08	126	\$6,058.08	
Lee Ryherd - Project Manager	52.00	270	\$14,040.00	
Jody Thayer - Project Engineer	38.25	404	\$15,453.00	
Trevor Jones - Design Engineer	31.50	326	\$10,269.00	
Tim Sloan - Managing Principal Surveyor	59.13	44	\$2,601.72	
2-Man Survey Crew Leader (Average Rate)	30.60	84	\$2,570.40	
2-Man Survey Crew Assistant (Average Rate)	23.58	76	\$1,792.08	
Ashley Jaderborg	30.00	88	\$2,640.00	
SUBTOTAL LINE 1		1418		\$55,424.28
2. SALARY RELATED AND GENERAL OVERHEAD (133.06%)				\$73,747.55
3. SUBTOTAL (LINES 1 & 2)				\$129,171.83
4. NET FEE				\$19,375.77
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Copies (8.5x11)	0.2	230	\$46.00	
Copies (11x17)	1	178	\$178.00	
Copies (36x24) (B&W)	2.25	180	\$405.00	
Survey Title Report (Original)	400	12	\$4,800.00	
Survey Title Report (Refresh for Acquisitions)	150	12	\$1,800.00	
Mileage	0.655	1440	\$943.20	
Permit KDHE NOI	60	1	\$60.00	
SUBTOTAL LINE 5				\$8,232.20
TOTAL (LINES 3, 4 & 5)				\$156,779.80

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 052C-5242-01		COUNTY/CITY: Leavenworth County		
LOCATION: RS 381, Tonganoxie Drive (600' South of 189th to 800' North of 187th)				
WORK ITEM: Surveying Fee		DATE: 10/25/23		
1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Tim Sloan - Managing Principal Surveyor	59.13	44	\$2,601.72	
2-Man Survey Crew Leader (Average Rate)	30.60	84	\$2,570.40	
2-Man Survey Crew Assistant (Average Rate)	23.58	76	\$1,792.08	
Ashley Jaderborg - CADD Tech	30.00	88	\$2,640.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
SUBTOTAL LINE 1		292		\$9,604.20
2. SALARY RELATED AND GENERAL OVERHEAD (133.06%)				\$12,779.35
3. SUBTOTAL (LINES 1 & 2)				\$22,383.55
4. NET FEE				#DIV/0! \$3,357.53
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Survey Copies (8.5x11)	0.2	170	\$34.00	
Survey Copies (11x17)	1	58	\$58.00	
Survey Title Report (Original)	400	12	\$4,800.00	
Survey Title Report (Refresh for Acquisitions)	150	12	\$1,800.00	
Survey Mileage	0.655	960	\$628.80	
SUBTOTAL LINE 5				\$7,320.80
TOTAL (LINES 3, 4 & 5)				\$33,061.88

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 052C-5242-01		COUNTY/CITY: Leavenworth County		
LOCATION: RS 381, Tonganoxie Drive (600' South of 189th to 800' North of 187th)				
WORK ITEM: Plans & Specifications		DATE: 10/25/23		
1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Ben Gasper - Managing Principal Engineer	48.08	124	\$5,961.92	
Lee Ryherd - Project Manager	52.00	264	\$13,728.00	
Jody Thayer - Project Engineer	38.25	384	\$14,688.00	
Trevor Jones - Design Engineer	31.50	314	\$9,891.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
SUBTOTAL LINE 1		1086		\$44,268.92
2. SALARY RELATED AND GENERAL OVERHEAD (133.06%)				\$58,904.22
3. SUBTOTAL (LINES 1 & 2)				\$103,173.14
4. NET FEE				\$15,475.97
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Copies (8.5x11)	0.2	60	\$12.00	
Copies (11x17)	1	120	\$120.00	
Copies (36x24) (B&W)	2.25	180	\$405.00	
Permit KDHE NOI	60	1	\$60.00	
Engineering Mileage	0.655	480	\$314.40	
SUBTOTAL LINE 5				\$911.40
TOTAL (LINES 3, 4 & 5)				\$119,560.52

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 052C-5242-01		COUNTY/CITY: Leavenworth County		
LOCATION: RS 381, Tonganoxie Drive (600' South of 189th to 800' North of 187th)				
WORK ITEM: Shop Drawing Review		DATE: 10/25/23		
1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Ben Gasper - Managing Principal Engineer	48.08	2	\$96.16	
Lee Ryherd - Project Manager	52.00	6	\$312.00	
Jody Thayer - Project Engineer	38.25	20	\$765.00	
Trevor Jones - Design Engineer	31.50	12	\$378.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
SUBTOTAL LINE 1		40		\$1,551.16
2. SALARY RELATED AND GENERAL OVERHEAD (133.06%)				\$2,063.97
3. SUBTOTAL (LINES 1 & 2)				\$3,615.13
4. NET FEE				\$542.27
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
SUBTOTAL LINE 5				\$0.00
TOTAL (LINES 3, 4 & 5)				\$4,157.40



***Leavenworth County FY 2025 HRRR
052C-5242-01
Leavenworth County, KS
Civil Engineering & Surveying Services
Exhibit C: Project Schedule
Prepared: October 30, 2023***

In accordance with the Leavenworth County timeline, a Notice to Proceed shall be granted November 8th, 2023 with a December 18th 2024 Letting. Based on our experience delivering HRRR Program Improvement projects we submit the following project delivery schedule:

- November 13th, 2023 – Start of Field Data Collection
- February 1st, 2024 – Field Check Plans to KDOT
- April 25th, 2024 – Office Check Plans to KDOT
- August 23rd, 2024 – Final Check Plans to KDOT
- December 18th, 2024 – Project Letting

SMH is committed to delivering the project document for the December 2024 KDOT Letting.

Exhibit D

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

*Owner, partner, director, officer, principal investigator, project director, manager, auditor,
or any other position involving the administration of federal funds*

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____ this _____ day of _____, 20 ____.

Notary Public

My Commission expires _____

Exhibit E: Tax Clearance Form



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

SMH Consultants

ISSUE DATE

09/12/2023

TRANSACTION ID

T4E4-N5EK-8RRR

CONFIRMATION NUMBER

CF5K-H5JF-RKFE

TAX CLEARANCE VALID THROUGH 12/11/2023

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

Exhibit F: Certification of Final Indirect Costs

Certification of Final Indirect Costs

Firm Name: SMH Consultants

Indirect Cost Rate Proposal: 133.06%

Date of Proposal Preparation (mm/dd/yyyy): 09/28/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official (Print): Ben Gasper

Title: Principal/Branch Manager

Date of Certification (mm/dd/yyyy): 09/28/2023

Exhibit G

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

Leavenworth County Request for Board Action

Date: November 2nd, 2023

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Acceptance of the low bid and approval of the contract for construction with Julius Kaaz for three ARPA funded culvert Replacements.

Recommendation: Approval

Analysis: Public Works received six bids as shown on the bid tab. Local contractor Julius Kaaz Construction was the low bidder on the project. Two of the culverts (ST-59 & 60) are on 206th Street south of Evans Road and will be arch culverts and the third (K-37) is a very deep large round culvert on Logan Road. The low bid was \$232 over the engineer's estimate. Inflation rates have resulted in engineer's estimates being less reliable than in years past.

Alternatives:

Budgetary Impact:

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

Total Amount Requested: \$775,387.20 (Bid + 5% contingency)

Additional Attachments: Itemized bid form.



COUNTY OF LEAVENWORTH

3 CULVERT(ST59, ST-60 and K-37) BID OPENING ON 10.26.2023
BID TABULATION - FINAL



Item No.	Item Description	Unit	Quantity	Reece Construction Salina, KS		LEXECO Leavenworth, KS		Julius Kaaz Leavenworth, KS		MegaKC Corp KCMO		Ebert Const. Wamego, KS		R.A. Knapp Const. Lenexa, KS	
				Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price	Price	Total Price
Common Items															
1	Mobilization	LS	1	\$ 119,054.22	\$ 119,054.22	\$ 93,250.00	\$ 93,250.00	\$ 47,000.00	\$ 47,000.00	\$ 100,000.00	\$ 100,000.00	\$ 40,091.38	\$ 40,091.38	\$ 100,000.00	\$ 100,000.00
2	Removal of Existing Structures	LS	1	\$ 47,232.00	\$ 47,232.00	\$ 45,000.00	\$ 45,000.00	\$ 28,250.00	\$ 28,250.00	\$ 114,656.25	\$ 114,656.25	\$ 15,127.07	\$ 15,127.07	\$ 40,000.00	\$ 40,000.00
3	Clearing, Grubbing, & Demolition	LS	1	\$ 31,488.00	\$ 31,488.00	\$ 32,000.00	\$ 32,000.00	\$ 20,500.00	\$ 20,500.00	\$ 40,000.00	\$ 40,000.00	\$ 16,411.57	\$ 16,411.57	\$ 30,000.00	\$ 30,000.00
4	Contractor Construction Staking	LS	1	\$ 9,900.00	\$ 9,900.00	\$ 12,000.00	\$ 12,000.00	\$ 9,750.00	\$ 9,750.00	\$ 11,000.00	\$ 11,000.00	\$ 11,400.00	\$ 11,400.00	\$ 10,000.00	\$ 10,000.00
5	Traffic Control	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 20,470.00	\$ 20,470.00	\$ 6,500.00	\$ 6,500.00	\$ 17,500.00	\$ 17,500.00	\$ 14,500.00	\$ 14,500.00	\$ 20,000.00	\$ 20,000.00
Culvert ST-59															
6	Earthwork	LS	1	\$ 15,744.00	\$ 15,744.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 26,000.00	\$ 26,000.00	\$ 20,828.00	\$ 20,828.00	\$ 15,000.00	\$ 15,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	320	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	98	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Waste	CY	210	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
7	KDOT Class A Commercial Grade HMA (2") Surface	SY	133	\$ 62.50	\$ 8,312.50	\$ 16.95	\$ 2,254.35	\$ 55.00	\$ 7,315.00	\$ 24.00	\$ 3,192.00	\$ 23.00	\$ 3,059.00	\$ 93.00	\$ 12,369.00
8	KDOT Class A Commercial Grade HMA (6") Base	SY	133	\$ 158.75	\$ 21,113.75	\$ 50.65	\$ 6,736.45	\$ 50.00	\$ 6,650.00	\$ 71.00	\$ 9,443.00	\$ 60.00	\$ 7,980.00	\$ 194.00	\$ 25,802.00
9	Aggregate Base (AB-3) (4")	SY	144	\$ 43.20	\$ 6,220.80	\$ 35.10	\$ 5,054.40	\$ 18.00	\$ 2,592.00	\$ 12.00	\$ 1,728.00	\$ 11.62	\$ 1,673.28	\$ 18.00	\$ 2,592.00
10	Pavement Marking (Multi-Component) (White) (4")	LF	98	\$ 2.00	\$ 196.00	\$ 2.15	\$ 210.70	\$ 2.00	\$ 196.00	\$ 2.25	\$ 220.50	\$ 2.00	\$ 196.00	\$ 2.20	\$ 215.60
11	Pavement Marking (Multi-Component) (Yellow) (4")	LF	12	\$ 2.00	\$ 24.00	\$ 2.15	\$ 25.80	\$ 2.00	\$ 24.00	\$ 2.25	\$ 27.00	\$ 2.00	\$ 24.00	\$ 2.20	\$ 26.40
12	Granular Backfill	CY	138	\$ 117.55	\$ 16,221.90	\$ 98.30	\$ 13,565.40	\$ 100.00	\$ 13,800.00	\$ 89.00	\$ 12,282.00	\$ 109.73	\$ 15,142.74	\$ 230.00	\$ 31,740.00
13	Contech #43 Aluminum Box Culvert	LS	1	\$ 81,749.41	\$ 81,749.41	\$ 120,000.00	\$ 120,000.00	\$ 115,000.00	\$ 115,000.00	\$ 79,200.00	\$ 79,200.00	\$ 154,847.25	\$ 154,847.25	\$ 100,000.00	\$ 100,000.00
14	Concrete (Grade 5.0)	CY	22	\$ 793.61	\$ 17,459.42	\$ 485.00	\$ 10,670.00	\$ 420.00	\$ 9,240.00	\$ 1,200.00	\$ 26,400.00	\$ 322.52	\$ 7,095.44	\$ 1,000.00	\$ 22,000.00
15	Rip Rap (KDOT Light 24")	SY	85	\$ 115.20	\$ 9,792.00	\$ 150.00	\$ 12,750.00	\$ 90.00	\$ 7,650.00	\$ 97.50	\$ 8,287.50	\$ 46.36	\$ 3,940.60	\$ 60.00	\$ 5,100.00
16	Fence (Barbed Wire) (Temporary)	LF	53	\$ 10.00	\$ 530.00	\$ 32.85	\$ 1,741.05	\$ 6.00	\$ 318.00	\$ 62.00	\$ 3,286.00	\$ 45.91	\$ 2,433.23	\$ 10.00	\$ 530.00
17	Erosion Control (Class 2) (Type F)	SY	169	\$ 5.00	\$ 845.00	\$ 4.55	\$ 768.95	\$ 4.00	\$ 676.00	\$ 10.50	\$ 1,774.50	\$ 3.77	\$ 637.13	\$ 10.00	\$ 1,690.00
18	Permanent Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,465.00	\$ 2,465.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,923.67	\$ 4,923.67	\$ 3,300.00	\$ 3,300.00
19	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,035.00	\$ 3,035.00	\$ 3,000.00	\$ 3,000.00	\$ 550.00	\$ 550.00	\$ 1,442.39	\$ 1,442.39	\$ 3,850.00	\$ 3,850.00
Culvert ST-60															
20	Earthwork	LS	1	\$ 15,744.00	\$ 15,744.00	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00	\$ 23,000.00	\$ 23,000.00	\$ 20,059.35	\$ 20,059.35	\$ 15,000.00	\$ 15,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	263	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	243	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Contractor Furnished Embankment	CY	7	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
21	KDOT Class A Commercial Grade HMA (2") Surface	SY	143	\$ 58.50	\$ 8,365.50	\$ 15.90	\$ 2,273.70	\$ 55.00	\$ 7,865.00	\$ 24.00	\$ 3,432.00	\$ 23.00	\$ 3,289.00	\$ 88.00	\$ 12,584.00
22	KDOT Class A Commercial Grade HMA (6") Base	SY	143	\$ 183.00	\$ 26,169.00	\$ 47.75	\$ 6,828.25	\$ 50.00	\$ 7,150.00	\$ 71.00	\$ 10,153.00	\$ 60.00	\$ 8,580.00	\$ 182.00	\$ 26,026.00
23	Aggregate Base (AB-3) (4")	SY	154	\$ 43.20	\$ 6,652.80	\$ 34.65	\$ 5,336.10	\$ 15.00	\$ 2,310.00	\$ 12.00	\$ 1,848.00	\$ 11.62	\$ 1,789.48	\$ 18.00	\$ 2,772.00
24	Pavement Marking (Multi-Component) (White) (4")	LF	102	\$ 2.00	\$ 204.00	\$ 2.15	\$ 219.30	\$ 2.00	\$ 204.00	\$ 2.25	\$ 229.50	\$ 2.00	\$ 204.00	\$ 2.20	\$ 224.40
25	Pavement Marking (Multi-Component) (Yellow) (4")	LF	13	\$ 2.00	\$ 26.00	\$ 2.15	\$ 27.95	\$ 2.00	\$ 26.00	\$ 2.25	\$ 29.25	\$ 2.00	\$ 26.00	\$ 2.20	\$ 28.60
26	Granular Backfill	CY	192	\$ 117.55	\$ 22,569.60	\$ 98.15	\$ 18,844.80	\$ 100.00	\$ 19,200.00	\$ 89.00	\$ 17,088.00	\$ 109.73	\$ 21,068.16	\$ 230.00	\$ 44,160.00
27	Contech #31 Aluminum Box Culvert	LS	1	\$ 81,749.38	\$ 81,749.38	\$ 118,000.00	\$ 118,000.00	\$ 125,000.00	\$ 125,000.00	\$ 85,300.00	\$ 85,300.00	\$ 159,731.08	\$ 159,731.08	\$ 105,000.00	\$ 105,000.00
28	Concrete (Grade 5.0)	CY	23	\$ 788.46	\$ 18,134.58	\$ 501.00	\$ 11,523.00	\$ 420.00	\$ 9,660.00	\$ 1,200.00	\$ 27,600.00	\$ 322.52	\$ 7,417.96	\$ 1,000.00	\$ 23,000.00
29	Rip Rap (KDOT Light 24")	SY	188	\$ 115.20	\$ 21,657.60	\$ 148.50	\$ 27,918.00	\$ 75.00	\$ 14,100.00	\$ 105.00	\$ 19,740.00	\$ 46.36	\$ 8,715.68	\$ 60.00	\$ 11,280.00
30	Fence (Barbed Wire) (Temporary)	LF	92	\$ 10.00	\$ 920.00	\$ 28.70	\$ 2,640.40	\$ 6.00	\$ 552.00	\$ 62.00	\$ 5,704.00	\$ 38.00	\$ 3,496.00	\$ 10.00	\$ 920.00
31	Erosion Control (Class 2) (Type F)	SY	146	\$ 5.00	\$ 730.00	\$ 4.55	\$ 664.30	\$ 4.00	\$ 584.00	\$ 10.50	\$ 1,533.00	\$ 3.77	\$ 550.42	\$ 10.00	\$ 1,460.00
32	Permanent Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,465.00	\$ 2,465.00	\$ 2,600.00	\$ 2,600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,923.67	\$ 4,923.67	\$ 3,300.00	\$ 3,300.00
33	Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,055.00	\$ 3,055.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00	\$ 1,442.39	\$ 1,442.39	\$ 3,850.00	\$ 3,850.00
Culvert K-37															
34	Earthwork	LS	1	\$ 82,027.20	\$ 82,027.20	\$ 142,000.00	\$ 142,000.00	\$ 69,000.00	\$ 69,000.00	\$ 107,000.00	\$ 107,000.00	\$ 100,353.74	\$ 100,353.74	\$ 85,000.00	\$ 85,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	810	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	2,675	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
	Contractor Furnished Embankment	CY	2,162	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI	FYI
35	KDOT Class A Commercial Grade (2") Surface	SY	265	\$ 65.00	\$ 17,225.00	\$ 14.50	\$ 3,842.50	\$ 45.00	\$ 11,925.00	\$ 24.00	\$ 6,360.00	\$ 23.00	\$ 6,095.00	\$ 51.00	\$ 13,515.00
36	KDOT Class A Commercial Grade (6") Base	SY	265	\$ 147.75	\$ 39,153.75	\$ 43.50	\$ 11,527.50	\$ 40.00	\$ 10,600.00	\$ 71.00	\$ 18,815.00	\$ 60.00	\$ 15,900.00	\$ 111.00	\$ 29,415.00
37	Aggregate Base (AB-3) (4")	SY	286	\$ 44.40	\$ 12,698.40	\$ 33.55	\$ 9,595.30	\$ 15.00	\$ 4,290.00	\$ 14.00	\$ 4,004.00	\$ 11.62	\$ 3,323.32	\$ 20.00	\$ 5,720.00
38	Pavement Marking (Multi-Component) (White) (4")	LF	102	\$ 2.00	\$ 204.00	\$ 2.15	\$ 219.30	\$ 2.00	\$ 204.00	\$ 2.25	\$ 229.50	\$ 2.00	\$ 204.00	\$ 2.20	\$ 224.40
39	Pavement Marking (Multi-Component) (Yellow) (4")	LF	100	\$ 2.00	\$ 200.00	\$ 2.15	\$ 215.00	\$ 2.00	\$ 200.00	\$ 2.25	\$ 225.00	\$ 2.00	\$ 200.00	\$ 2.20	\$ 220.00
40	84" CMP	LF	184	\$ 588.00	\$ 108,192.00	\$ 280.00	\$ 51,520.00	\$ 375.00	\$ 69,000.00	\$ 625.00	\$ 115,000.00	\$ 216.38	\$ 39,813.92	\$ 380.00	\$ 69,920.00
41	24" CMP	LF	88	\$ 156.00	\$ 13,728.00	\$ 135.00	\$ 11,880.00	\$ 120.00	\$ 10,560.00	\$ 122.00	\$ 10,736.00	\$ 97.69	\$ 8,596.72	\$ 100.00	\$ 8,800.00
42	84" CMP End Section	EA	2	\$ 6,552.00	\$ 13,104.00	\$ 7,950.00	\$ 15,900.00	\$ 6,750.00	\$ 13,500.00	\$ 9,400.00	\$ 18,800.00	\$ 5,584.95	\$ 11,169.90	\$ 9,000.00	\$ 18,000.00
43	24" CMP End Section	EA	2	\$ 1,572.00	\$ 3,144.00	\$ 1,640.00	\$ 3,280.00	\$ 950.00	\$ 1,900.00	\$ 1,150.00	\$ 2,300.00	\$ 1,318.94	\$ 2,637.88	\$ 951.00	\$ 1,902.00
44	Rip Rap (Light Stone) (100 LB)	SY	3	\$ 98.40	\$ 295.20	\$ 215.00	\$ 645.00	\$ 125.00	\$ 375.00	\$ 166.00	\$ 498.00	\$ 74.25	\$ 222.75	\$ 70.00	\$ 210.00
45	Rip Rap (Heavy Stone) (1/4 Ton)	SY	542	\$ 98.40	\$ 53,332.80	\$ 73.40	\$ 39,782.80	\$ 60.00	\$ 32,520.00	\$ 135.00	\$ 73,170.00	\$ 74.25	\$ 40,243.50	\$ 75.00	\$ 40,650.00
46	Aggregate Ditch Lining (6")	SY	94	\$ 85.20	\$ 8,008.80	\$ 61.65	\$ 5,795.10	\$ 40.00	\$ 3,760.00	\$ 57.00	\$ 5,358.00	\$ 74.25	\$ 6,979.50	\$ 90.00	\$ 8,460.00
47	Fence (Barbed Wire) (Temporary)	LF	223	\$ 10.00	\$ 2,230.00	\$ 21.25	\$ 4,738.75	\$ 6.00	\$ 1,338.00	\$ 62.00	\$ 13,826.00	\$ 38.00	\$ 8,474.00	\$ 10.00	\$ 2,230.00
48	Mailbox Installation	EA	1	\$ 250.00	\$ 250.00	\$ 495.00	\$ 495.00	\$ 80.00	\$ 80.00	\$ 450.00	\$ 450.00	\$ 265.43	\$ 265.43	\$ 150.00	\$ 150.00
49	Permanent Seeding	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,395.00	\$ 3,395.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 4,923.67	\$ 4,923.67	\$ 4,950.00	\$ 4,950.00
50	Erosion Control	LS	1	\$ 2,000.00											

CONTRACT BETWEEN
COUNTY OF LEAVENWORTH, KANSAS AND CONTRACTOR

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____ by and between the County of Leavenworth, Kansas, hereinafter called the COUNTY, and Julius Kaaz Construction, Co., Inc. hereinafter called the CONTRACTOR.

WITNESSETH, that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Documents for the completion of the Project generally described as follows:

Leavenworth County Culvert Improvements

Article 2. JURISDICTION. This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

Article 3. CONTRACT TIME. Contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work covered by this Contract within two hundred ten (210) Calendar Days of Notice to Proceed date. Time is of the essence. Accordingly Liquidated Damages shall be assessed against Contractor as stipulated liquidated damages and not as a penalty, in an amount as set forth in the Supplementary Conditions for each and every calendar day the work remains incomplete over the specified completion time.

Article 4. CONTRACT PRICE. The County will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents, and the Contractor will accept in full compensation therefore, the sum of Seven Hundred Thirty Eight Thousand Four Hundred Sixty Four DOLLARS (\$ 738,464.00) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the Contract Documents. Payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

Jmk

Article 5. PROGRESS AND FINAL PAYMENT. The County will make progress payments on account of the Contract Price as provided in the General Conditions as follows:

- 5.1 Progress and final payments will be on the basis of the Contractor's Applications for Payment as approved by the County.
- 5.2 On or about the 15th day of each month during construction Ninety (90)% of the Work completed, and Ninety (90)% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

Article 6. SCHEDULE LIQUIDATED DAMAGES

- 6.1 The parties agree that it would be difficult to determine the amount of damages that would be suffered due to a Contractor delay, but that the Liquidated Damages in the amount \$1,000 per Calendar Day are a fair and reasonable amount for each Day beyond the Completion Date, and that these Liquidated Damages do not constitute a penalty.
- 6.2 All schedule Liquidated Damages for which Contractor becomes liable pursuant to Section 6.1 may be offset by the County against amounts due under this Agreement, and if such amounts are not sufficient to pay the Liquidated Damages then due, such amounts will be payable to the County submits to Contractor an invoice therefore. Amounts paid late will accrue interest at a rate equal to two percent above the prime rate as set from time to time by Commerce Bank of Kansas City, N.A.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce the COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility of the accurate location of said underground facilities. No additional examinations, investigations, exploration, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at

the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given the COUNTY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the Following:

8.1 This Agreement (pages 1 to 4, inclusive).

8.2 Exhibits to this Agreement consist of Documents listed in Index to the Project Manual and identified herein.

8.3 Performance, Maintenance and Bid Bonds.

8.4 Notice of Award.

8.5 General Conditions.

8.6 Plans & Specifications

8.7 Addenda number 1.

8.8 CONTRACTOR'S Bid consisting of pages BF-1 to BF-5, inclusive.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate.

CONTRACTOR



Principal

10-31-2023
Date

Jody M. Kaaz, President

Title

Attest

COUNTY OF LEAVENWORTH, KANSAS

County Commission Chairman

Date

BID FORM (Revised 10/20/23)

COUNTY OF LEAVENWORTH, KANSAS

Leavenworth County Culvert Improvements

Owner: County of Leavenworth, Kansas

Name of Bidder: Julius Kaaz Construction Co., Inc.

Address of Bidder: 716 Cherokee Street, Leavenworth Kansas 66048

NOTE: *Please do not return the bid if you are not submitting the same. Your name will remain on our bidders list until we are notified to remove it.*

Bid Proposal Amounts:

The undersigned, having examined the Contract Documents and the site of the proposed work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workman-like manner, all work required by the Contract Documents, at the prices stated below. Stated sums include fees, insurance payroll taxes, labor and performance bonds, and all other charges applicable to materials, appliances, labor and all charges that may be levied.

The Contractor acknowledges that the Notice to Proceed date shall be November 13, 2023. Upon the date of the Notice to Proceed the Contractor shall have Two Hundred Ten (210) calendar days to complete all work associated with the contract. All work shall be completed by June 10, 2024.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda (number and date).

Addenda No. 1 Dated 10-20-2023

Addenda No. Dated

Addenda No. Dated

Addenda No. Dated

Bid Sheet

Leavenworth County Culvert Improvements					
Item No.	Item Description	Unit	Quantity	Unit Price	Total
	Common Items				
1	Mobilization	LS	1	\$ 47,000.00	\$ 47,000.00
2	Removal of Existing Structures	LS	1	\$ 28,250.00	\$ 28,250.00
3	Clearing, Grubbing, & Demolition	LS	1	\$ 20,500.00	\$ 20,500.00
4	Contractor Construction Staking	LS	1	\$ 9,750.00	\$ 9,750.00
5	Traffic Control	LS	1	\$ 6,500.00	\$ 6,500.00
	Culvert ST-59				
6	Earthwork	LS	1	\$15,000.00	\$15,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	320	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	98	FYI	FYI
	Waste	CY	210	FYI	FYI
7	KDOT Class A Commercial Grade HMA (2") Surface	SY	133	\$ 55.00	\$ 7,315.00
8	KDOT Class A Commercial Grade HMA (6") Base	SY	133	\$ 50.00	\$ 6,650.00
9	Aggregate Base (AB-3) (4")	SY	144	\$ 18.00	\$ 2,592.00
10	Pavement Marking (Multi-Component) (White) (4")	LF	98	\$ 2.00	\$ 196.00
11	Pavement Marking (Multi-Component) (Yellow) (4")	LF	12	\$ 2.00	\$ 24.00
12	Granular Backfill	CY	138	\$ 100.00	\$ 13,800.00
13	Contech #43 Aluminum Box Culvert	LS	1	\$115,000.00	\$115,000.00
14	Concrete (Grade 5.0)	CY	22	\$ 420.00	\$ 9,240.00
15	Rip Rap (KDOT Light 24")	SY	85	\$ 90.00	\$ 7,650.00
16	Fence (Barbed Wire) (Temporary)	LF	53	\$ 6.00	\$ 318.00
17	Erosion Control (Class 2) (Type F)	SY	169	\$ 4.00	\$ 676.00
18	Permanent Seeding	LS	1	\$ 1,500.00	\$ 1,500.00
19	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00
	Culvert ST-60				
20	Earthwork	LS	1	\$ 15,000.00	\$ 15,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	263	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	243	FYI	FYI
	Contractor Furnished Embankment	CY	7	FYI	FYI
21	KDOT Class A Commercial Grade HMA (2") Surface	SY	143	\$ 55.00	\$ 7,865.00
22	KDOT Class A Commercial Grade HMA (6") Base	SY	143	\$ 50.00	\$ 7,150.00
23	Aggregate Base (AB-3) (4")	SY	154	\$ 15.00	\$ 2,310.00
24	Pavement Marking (Multi-Component) (White) (4")	LF	102	\$ 2.00	\$ 204.00
25	Pavement Marking (Multi-Component) (Yellow) (4")	LF	13	\$ 2.00	\$ 26.00
26	Granular Backfill	CY	192	\$ 100.00	\$19,200.00
27	Contech #31 Aluminum Box Culvert	LS	1	\$125,000.00	\$125,000.00
28	Concrete (Grade 5.0)	CY	23	\$ 420.00	\$ 9,660.00

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29	Rip Rap (KDOT Light 24")	SY	188	\$ 75.00	\$ 14,100.00
30	Fence (Barbed Wire) (Temporary)	LF	92	\$ 6.00	\$ 552.00
31	Erosion Control (Class 2) (Type F)	SY	146	\$ 4.00	\$ 584.00
32	Permanent Seeding	LS	1	\$ 2,600.00	\$ 2,600.00
33	Erosion Control	LS	1	\$ 3,000.00	\$ 3,000.00
	Culvert K-37				
34	Earthwork	LS	1	\$ 69,000.00	\$ 69,000.00
	Common Excavation (Unclassified) VMF = 0.90	CY	810	FYI	FYI
	Type B (MR-90) Compaction VMF = 0.90	CY	2,675	FYI	FYI
	Contractor Furnished Embankment	CY	2,162	FYI	FYI
35	KDOT Class A Commercial Grade (2") Surface	SY	265	\$ 45.00	\$ 11,925.00
36	KDOT Class A Commercial Grade (6") Base	SY	265	\$ 40.00	\$ 10,600.00
37	Aggregate Base (AB-3) (4")	SY	286	\$ 15.00	\$ 4,290.00
38	Pavement Marking (Multi-Component) (White) (4")	LF	102	\$ 2.00	\$ 204.00
39	Pavement Marking (Multi-Component) (Yellow) (4")	LF	100	\$ 2.00	\$ 200.00
40	84" CMP	LF	184	\$ 375.00	\$ 69,000.00
41	24" CMP	LF	88	\$ 120.00	\$ 10,560.00
42	84" CMP End Section	EA	2	\$ 6,750.00	\$ 13,500.00
43	24" CMP End Section	EA	2	\$ 950.00	\$ 1,900.00
44	Rip Rap (Light Stone) (100 LB)	SY	3	\$ 125.00	\$ 375.00
45	Rip Rap (Heavy Stone) (1/4 Ton)	SY	542	\$ 60.00	\$32,520.00
46	Aggregate Ditch Lining (6")	SY	94	\$ 40.00	\$ 3,760.00
47	Fence (Barbed Wire) (Temporary)	LF	223	\$ 6.00	\$ 1,338.00
48	Mailbox Installation	EA	1	\$ 80.00	\$ 80.00
49	Permanent Seeding	LS	1	\$ 3,500.00	\$ 3,500.00
50	Erosion Control	LS	1	\$ 3,500.00	\$ 3,500.00

Total Base Bid	\$738,464.00
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Bid includes plan document requirements, mobilization, rolling procedure material testing, supervision, overhead and profit.

Base Bid:

Seven Hundred Thirty Eight Thousand Four Hundred Sixty Four Dollars

_____ DOLLARS

(\$ 738,464.00). Figures

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Time of Commencement, Completion and Damages:

- a. The Bidder agrees that if awarded the Contract, he will complete the work in accordance with these documents. The expected Contract Award date shall be no earlier than November 1, 2023, with the Notice to Proceed being issued November 13, 2023. All work to be completed within Two-Hundred Ten (210) calendar days and shall be completed by June 10, 2024.
- b. Time is expressly declared to be of the essence in completion of the work covered by these Contract Documents and the Contractor shall be liable for actual damages for delay in completion of work. Where additional time is allowed under the agreement for the completion of the work, the new time limits shall be of the essence of the agreement.
- c. Substantial Completion of the Work: The undersigned will have the work ready for the Final Inspection and Owner's acceptance in accordance with these documents.

General Agreements:

- a. The Bidder agrees that he has had an opportunity to examine the site of the work and has examined the Contract Documents, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this bid and the materials, equipment and labor required there under, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that he will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
- b. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.
- c. The Bidder agrees that sub-contractors must be approved by County of Leavenworth, Kansas. In correlation with this agreement, the Contractor shall submit a list of sub-contractors and their project duties complete with references for verification.
- d. The Bidder agrees that his/her bid shall not be withdrawn or altered for a period of thirty (30) calendar days after the last date scheduled for the submission of bids.
- e. By signing this bid, each Bidder certifies that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The undersigned Bidder agrees that, when these requirements have been completed, he will execute an agreement with the Owner on the Contract between Owner & Contractor, in the Project Manual.


DATED THIS 26th DAY OF October, 2023.

Contractor: Julius Kaaz Construction Co., Inc.

Address: 716 Cherokee Street

City and State: Leavenworth, Kansas 66048

913-682-3550
Telephone Number

By: 
Signature of Authorized Officer
Jeff D. Kaaz
Vice President
Title

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**Leavenworth County Culvert Improvements
Project No. 2022.005.001
County of Leavenworth, Kansas**

Addendum No. 1

Issued on October 20, 2023

The conditions set forth in the addendum shall become a part of the Specifications and Contract Documents for the above referenced improvement project. All items, conditions and requirements of the Specifications and Contract Documents not specifically addressed in this addendum shall remain in effect. The Contractor shall acknowledge this addendum in the Bid Form for the project.

THE CONTRACTOR SHALL ACKNOWLEDGE THIS ADDENDUM ON PAGE 1 OF THE NEW BID FORM.

THE BID OPENING DATE AND TIME REMAINS UNCHANGED. BIDS REMAIN DUE ON OCTOBER 26, 2023 at 10:00 AM LOCAL TIME.

The following clarifications and modifications to the Contract Documents/Specifications shall apply:

- 1) The bid form required corrections and the revised form is included with this addendum. Contractor bids must utilize the new bid form and acknowledge Addendum 1 on Page 1:
 - a) The construction period for the project has been revised from 150 Calendar Days to 210 Calendar Days. All work shall be completed by June 10, 2024.
 - b) A line item has been added for Contractor Construction Staking. The contractor shall be responsible for construction staking for all project sites.
 - c) The grading information for Culvert K-37 erroneously identified 2,162 CY of Waste. This has been corrected to 2,162 CY of Contractor Furnished Embankment. The contractor's bid shall utilize this correction.
 - d) Quantities for Line Items No. 14 and 28 "Concrete (Grade 5.0)" have been increased accordingly.
- 2) Sheet 03 – Profile Structure size has been revised to 19'0" x 6'1".
- 3) Sheets 03 & 04 – Culvert footing limits have been updated and station offset labels have been added to the outside corners of the footings.

This addendum addresses all known questions and information requests received by prospective bidders to date. No additional addenda shall be issued on the project. The final date for addenda distribution shall be October 20, 2023 barring a change in the bid opening date. Bid Opening date and time remain unchanged.

