

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

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

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
February 23, 2022  
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:
- 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 February 16, 2022

- b) Approval of the schedule for the week February 28, 2022
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve Case # DEV-21-195 & 196 Preliminary and Final Plat for Mills Woods.
- f) Approve Case # DEV-21-197 Final Plat for Lee Chiles 3<sup>rd</sup> Addition
- g) Approve Case # DEV-21-198 Final Plat for High Prairie South
- h) Approve Case # DEV-22-002 & 003 Preliminary and Final Plat for Z & A 5 Farms.

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the updated Leavenworth County Employee Handbook.
- b) Consider a motion to approve the 2022 Solid Waste Committee Members.
- c) Consider a motion to approve Resolution 2022-6, adopting the 5- year Solid Waste Management Plan.
- d) Consider a motion to accept quote from Insight Direct for the purchase of Toughbook tablets in the amount of \$37,624.60.
- e) Consider a motion to award bid to Sands Construction for the Crisis Stabilization Remodel for the Guidance Center area of the Cushing Building.
- f) Consider a motion to approve an agreement with Leavenworth County Rural Water District #7 for waterline relocation for the 158<sup>th</sup> St. project.
- g) Consider a motion to award the Bridge F-46 replacement construction inspection services to MHS in amount not to exceed \$113,697.08.
- h) Consider a motion to award the Bridge E-18 replacement construction inspection services to MHS in the amount not to exceed \$165,596.36.

i) Consider a motion to approve the Council on Aging to enter into a contract with Accessible Solutions, Inc. for a cloud-based client software.

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

a) New Council on Aging logo discussion

b) Appraiser's quarterly report

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, February 21, 2022 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF PRESIDENT'S DAY**

**Tuesday, February 22, 2022**

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

12:00 p.m. MARC meeting via Zoom

**Wednesday, February 23, 2022**

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

**Thursday, February 24, 2022**

**Friday, February 25, 2022**

12:00 p.m. Leavenworth/Lansing Chamber of Commerce meeting  
• Heritage Center, 109 Delaware, 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

\*\*\*\*\*February 16, 2022 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, February 16, 2022. Commissioner Mike Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Doug Smith are present; Commissioner Stieben is present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Jamie Miller, EMS/Health Department Director; John Richmeier, Leavenworth Times

Residents: AW Himpel, Brian Stephens, Jeff and Margaret Howards, Mac McCowan, April Cromer, Scott Blanton, William Bentley

PUBLIC COMMENT:

Mac McCowan, April Cromer, Scott Blanton and Brian Stephens commented on agenda items.

ADMINISTRATIVE BUSINESS:

Commissioner Doug Smith inquired about the status of the Comprehensive Plan.

David Van Parys indicated the Planning Commission will be finalizing the plan next month and should be presented to the Board shortly after.

Commissioner Culbertson reported a cease and desist letter was sent to Flatlands at the Easton landfill.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, February 16, 2022 as presented.***

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

Mark Loughry presented an agreement with the city of Lansing for the Kansas BASE grants.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve the agreement with Lansing for the Kansas BASE grant projects.***

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

Mr. Loughry presented an agreement with the city of Tonganoxie for the Kansas BASE grants indicating there are concerns with the timeline for the project.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve the agreement with Tonganoxie for the Kansas BASE grant projects.***

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

Jamie Miller requested the chairman to sign the application for the Aid to Local Grants for the Health Department.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to authorize the chairman to sign the application for the Aid to Local Grants for the Health Department.***

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

Mr. Miller presented the quarterly reports for EMS and the Health Department.

Commissioner Mike Smith attended the Fire District One board meeting.

Commissioner Doug Smith will attend the JCAB meeting tomorrow and attended the Basehor City Council meeting.

Commissioner Kaaz attended the Leavenworth County Port Authority meeting and the Adult Advisory Board meeting. She will be attending the JCAB meeting tomorrow and the Leavenworth City Commission meeting.

William Bentley commented.

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

The Board adjourned at 10:00 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, February 28, 2022

11:00 a.m. State of the City Address for the city of Basehor  
• Falcon Lakes Clubhouse, 4605 Clubhouse Drive, Basehor, KS

## Tuesday, March 1, 2022

## Wednesday, March 2, 2022

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

## Thursday, March 3, 2022

## Friday, March 4, 2022

11:30 a.m. LCDC Annual Meeting  
• Riverfront Community Center

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

CHECK OR DIR/DEP NUMBER	VENDOR NUMBER	VENDOR NAME	CHECK DATE	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	
96995	CHK	86	EVERGY KANSAS CENTRAL INC	02/18/2022	2-001-5-05-215	1441295826 EMS STATION 1	641.15
					2-212-5-00-2	ELECTRIC SRV SEWER DIST	129.94
					2-212-5-00-2	ELECTRIC SRV SEWER DIST	38.07
					2-212-5-00-2	ELECTRIC SRV SEWER DIST	26.74
					2-212-5-00-2	ELECTRIC SRV SEWER DIST	57.84
*** CHECK NO. 96995 *** TOTAL						\$893.74	
96996	CHK	70	FREESTATE ELECTRIC COOPERATIVE, INC	02/18/2022	2-001-5-05-215	541120106 EMS STATION 2	135.50
					2-001-5-07-223	ELEC SRV TO SIRENS	43.52
					2-001-5-07-223	ELEC SRV TO SIRENS	20.97
					2-001-5-07-223	ELEC SRV TO SIRENS	43.88
					2-001-5-07-223	ELEC SRV TO SIRENS	43.88
					2-001-5-07-223	ELEC SRV TO SIRENS	43.39
					2-001-5-07-223	ELEC SRV TO SIRENS	43.52
					2-001-5-07-223	ELEC SRV TO SIRENS	43.63
					2-001-5-07-223	ELEC SRV TO SIRENS	43.52
					2-001-5-07-223	ELEC SRV TO SIRENS	31.10
					2-174-5-00-210	ELECTRIC EISENHOWER TOWER	780.59
					2-174-5-00-210	ELECTRIC EISENHOWER TOWER	103.41-
					2-174-5-00-210	ELECTRIC EISENHOWER TOWER	219.55-
*** CHECK NO. 96996 *** TOTAL						\$950.54	
96997	CHK	1675	SPRINT	02/18/2022	2-133-5-00-210	2-7 GPS MOBILE TELEMTRY	39.99
*** CHECK NO. 96997 *** TOTAL						\$39.99	
96998	CHK	2	WATER DEPT	02/18/2022	2-145-5-00-246	WATER SRV COA 66251-7167	129.22
*** CHECK NO. 96998 *** TOTAL						\$129.22	
TOTAL AMOUNT OF CHECKS						\$2,013.49	
TOTAL AMOUNT OF DIRECT DEPOSIT CHECKS						\$.00	
TOTAL AMOUNT OF ALL CHECKS						\$2,013.49	



**\*\*\*Consent Agenda\*\*\***  
**Leavenworth County**  
**Request for Board Action**  
**Case No. DEV-21-195/196**  
**Preliminary & Final Plat Mills Woods**

**Date:** February 23, 2022  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:** The applicants are requesting a Preliminary and Final Plat for a five lot subdivision. Proposed lot 1 is approximately 12.6 acres and lots 2-5 are approximately 2.5 acres .

**Analysis:** The proposed five lot subdivision is located on McIntyre Road. The largest lot, Lot 1, is approximately 12.6 acres. Lots 2-5 are each approximately 2.5 acres. The subdivision is in conformance with the Comprehensive Plan. Staff recommends approval of the Subdivision. The applicant has received approval from Public Works, Planning & Zoning and Survey review.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

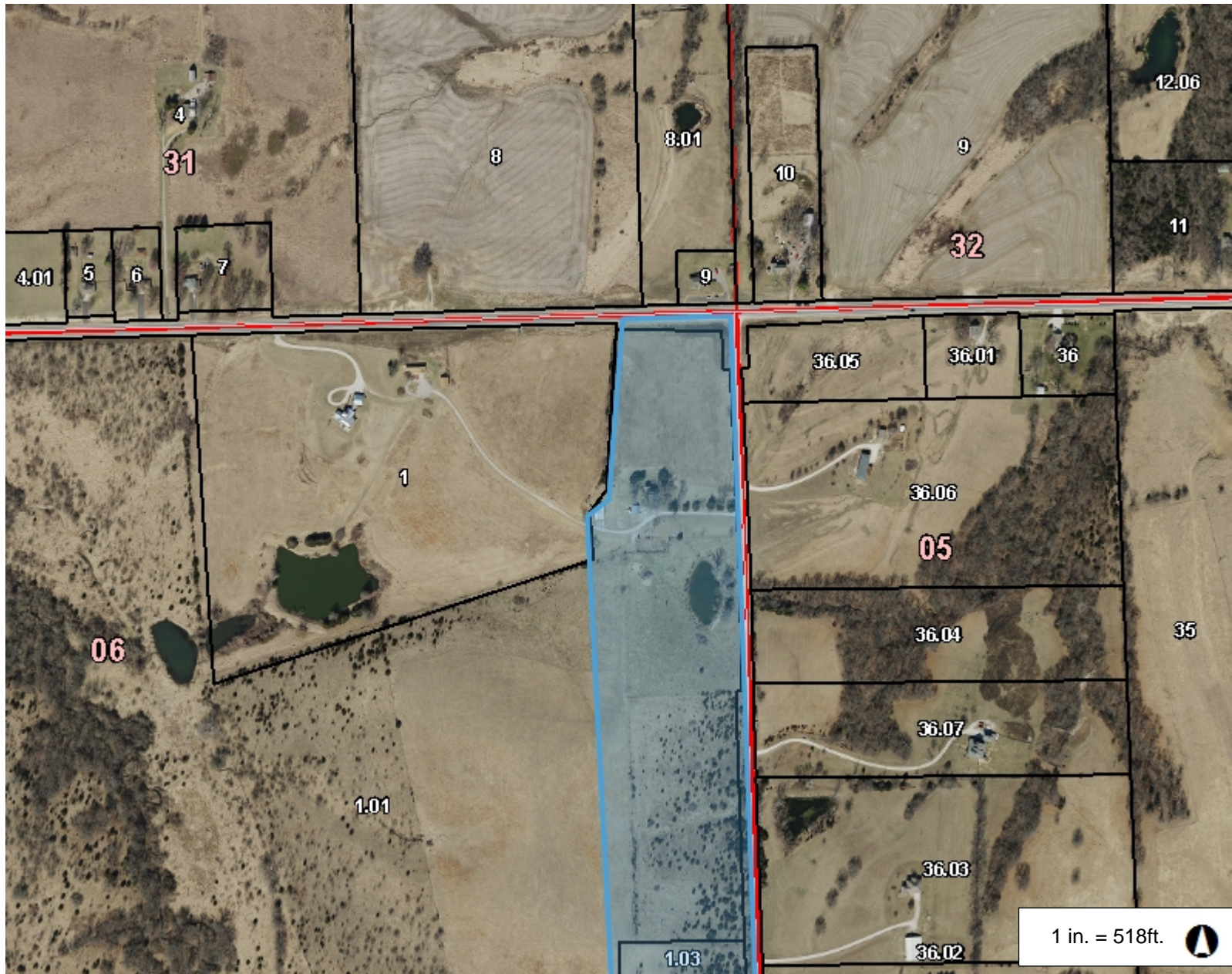
**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00


**Additional Attachments:** Staff Report, Plat

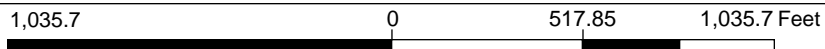
# DEV-21-195-196 Mills Woods



### Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
  - <all other values>
  - PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary

1 in. = 518ft. 



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

### Notes

**\*\*\*Consent Agenda\*\*\***  
**Case No. DEV-21-195/196**  
**Mills Woods**  
**Preliminary and Final Plat**

**Staff Report – Board of County Commissioners**

**February 23, 2022**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Charles D. Engelhart, Trust  
24303 131<sup>st</sup> Street  
Leavenworth, KS

**Agent:**

**Legal Description:** A tract of land in the northeast quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 24 acres

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

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

**Parcel ID No.:** 163-06-0-00-00-001.01

**Planner:** Krystal Voth

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**REPORT:**

**Planning Commission Recommendation:**

The Planning Commission voted 9-0 to recommend approval of Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with the following conditions:

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

**Request**

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

**Adjacent Land Use**

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

**Flood Plain**

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0234G July 16, 2015.

**Utilities/Services**

Sewer: Private septic system

Fire: Fire District 1  
Water: RWD1  
Electric: Evergy

**Access/Streets**

The property is accessed by McIntyre Road, . This road is a County Minor Arterial with a paved surface ± 40' wide.

**Agency Comments**

See attached comments – Email – Lauren Anderson – Public Works, January 19 & 20, 2022 - Approval  
See attached comments – Email – Michael Bogina County Survey reviewer January 8, 2022 – Approval  
See attached comments – Email – Chuck Magaha – Emergency Management, January 4, 2022  
See attached comments – Email – Mike Fulkerson – Rural Water District 1, December 20, 2021

**Findings**

1. The proposed subdivision is consistent with the zoning district of RR 2.5; Rural Residential Zoning 2.5-acre minimum size parcels.
2. Each lot complies with the lot-width-lot-dept ratio.
3. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.
4. At time of development, fire hydrants shall be required if necessary infrastructure is available.
5. The Subdivision is in conformance with the Comprehensive Plan.

**Subdivision Classification**

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

Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.)

**Staff Comments**

The proposed five lot subdivision is located on McIntyre Road. The largest lot, Lot 1, is approximately 12.6 acres. Lots 2-5 are each approximately 2.5 acres. The subdivision is in conformance with the Comprehensive Plan. Staff recommends approval of the Subdivision. The applicant has received approval from Public Works, Planning & Zoning and Survey review.

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**ACTION OPTIONS:**

1. Approve Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-21-195/196, Preliminary and Final Plat for Mills Woods, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

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**ATTACHMENTS:**

Aerial Map  
Memorandums  
Preliminary and Final Plat

# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Mills Woods Subdivision  
**Date:** February 4, 2022

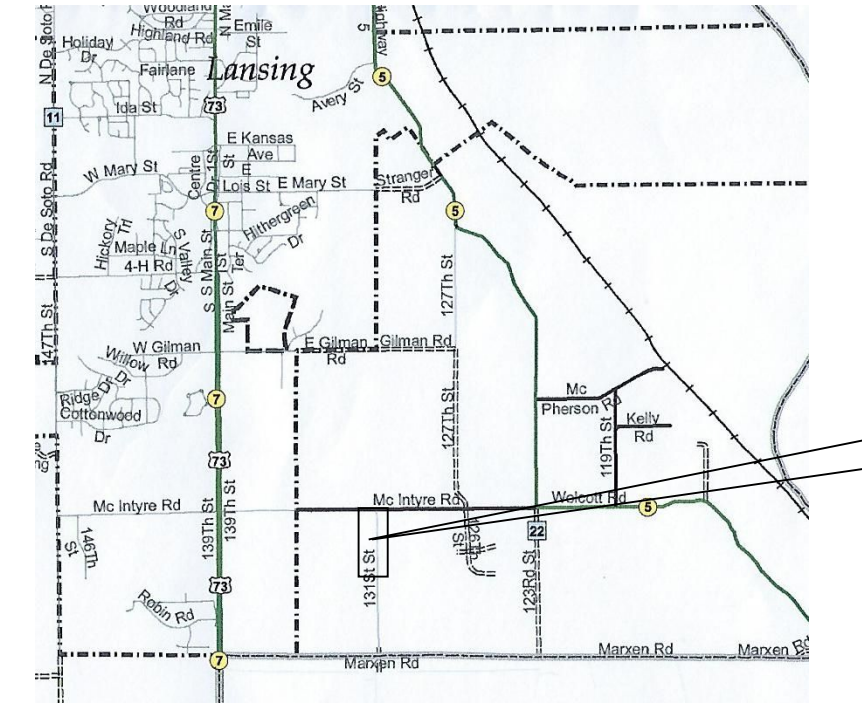
Krystal, I have reviewed the preliminary plat of the Mills Woods Subdivision presented by Charles D. Engelhardt Trust. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along 131<sup>st</sup> Street, a hydrant to be placed at the corner of 131<sup>st</sup> and McIntyre Road, then proceed East to Lot 1 and Lot 2 to place a hydrant, proceed East placing a hydrant at Lot 5. The Magellan pipeline runs through the far corner of Lot 1 at 131<sup>st</sup> and McIntyre road. I have no further recommendation for this subdivision.

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

# MILLS WOODS

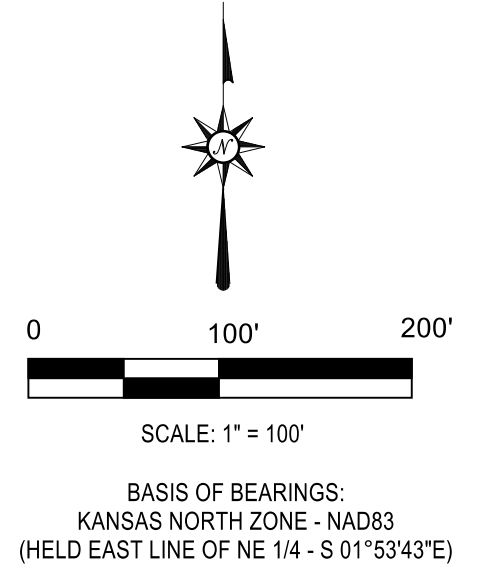
A SUBDIVISION IN THE NORTHEAST QUARTER  
OF FRACTIONAL SECTION 6-T10S-R23E OF THE 6TH P.M.,  
COUNTY OF LEAVENWORTH, KANSAS

FINAL PLAT



LOCATION MAP  
NO SCALE

**01-19-2022**  
**Olsson Review**  
**No Further**  
**Comments**



## LEGEND

- 1/2" x 24" REBAR SET WITH #1349 CAP IN CONCRETE
- SURVEY MONUMENT FOUND (AS NOTED)
- 1/2" x 24" REBAR SET WITH #1349 CAP
- FOUND 1/2" REBAR WITH #1349 CAP IN CONCRETE
- POB POINT OF BEGINNING
- U/E UTILITY EASEMENT - DEDICATED THIS PLAT
- R/W ROAD RIGHT OF WAY
- S/B BUILDING SETBACK
- (M) MEASURED

## DESCRIPTION

A TRACT OF LAND IN THE NORTHEAST QUARTER OF FRACTIONAL SECTION 6-T10S-R23E OF THE 6TH P.M., LEAVENWORTH COUNTY, KANSAS, DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 6;  
THENCE, S 01°53'43"E, 2193.80 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE NORTHEAST CORNER OF LOT 2, OVERLOOK RIDGE, A SUBDIVISION RECORDED IN DOCUMENT #2010P00019;  
THENCE, S 88°27'20"W, 405.00 FEET ALONG THE NORTH LINE OF SAID LOT 2;  
THENCE, N 01°53'43"W, 1084.00 FEET;  
THENCE, S 88°06'17"W, 146.83 FEET;  
THENCE, N 01°09'01"W, 455.35 FEET;  
THENCE, N 37°33'22"E, 100.80 FEET;  
THENCE, N 04°16'45"E, 579.76 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 6;  
THENCE, N 88°24'25"E, 418.98 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.  
CONTAINS 22.69 ACRES, MORE OR LESS, INCLUDING ROAD RIGHT OF WAY.  
AS SURVEYED BY LARRY T. HAHN, LS #1349, DECEMBER, 2021.  
RELATIVE: 1:500.735

## IN TESTIMONY WHEREOF

THE UNDERSIGNED PROPRIETORS STATE THAT ALL TAXES ON THE ABOVE DESCRIBED TRACT OF LAND HAVE BEEN PAID AND THAT THEY HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL BE KNOWN AS "MILLS WOODS".

WE, THE UNDERSIGNED OWNERS OF "MILLS WOODS" HAVE SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHARLES D. ENGELHARDT JAYNE ENGELHARDT

## STATE OF KANSAS / COUNTY OF LEAVENWORTH

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BEFORE ME APPEARED CHARLES D. ENGELHARDT AND JAYNE ENGELHARDT, KNOWN TO ME TO BE THE SAME PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE SAME AS THEIR FREE ACT AND DEED, IN WITNESS THEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

## APPROVAL

WE, THE LEAVENWORTH COUNTY PLANNING COMMISSION, DO HEREBY APPROVE THE FOREGOING PLAT OF "MILLS WOODS" THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRPERSON / STEVE ROSENTHAL SECRETARY / KRISTAL A. VOTH, CFM

THE LEAVENWORTH COUNTY ENGINEERS PLAT REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE SUBDIVISION REGULATIONS AS ADOPTED BY LEAVENWORTH COUNTY. THE COUNTY IS NOT RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DESIGN, DIMENSIONS, ELEVATIONS AND QUANTITIES.

COUNTY ENGINEER / MITCH PLEAK, PE

WE, THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, DO HEREBY APPROVE THE FOREGOING PLAT OF "MILLS WOODS" THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIRPERSON / MICHAEL SMITH COUNTY CLERK / JANET KLASINSKI (ATTEST)

## COUNTY REVIEWER CERTIFICATION

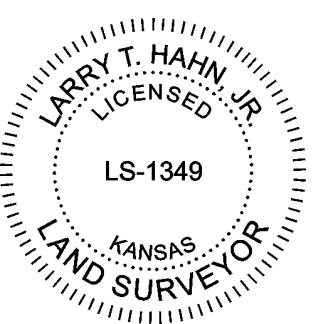
I HEREBY CERTIFY THIS PLAT MEETS THE REQUIREMENTS OF K.S.A. 58-2005. THE FACE OF THIS PLAT WAS REVIEWED FOR COMPLIANCE WITH KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS. NO FIELD VERIFICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

MICHAEL J. BOGINA, KS PS-1655  
LEAVENWORTH COUNTY SURVEY REVIEWER

## STATE OF KANSAS / COUNTY OF LEAVENWORTH

FILED FOR RECORD IN DOCUMENT # \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE OFFICE OF THE REGISTER OF DEEDS, LEAVENWORTH COUNTY, KANSAS.

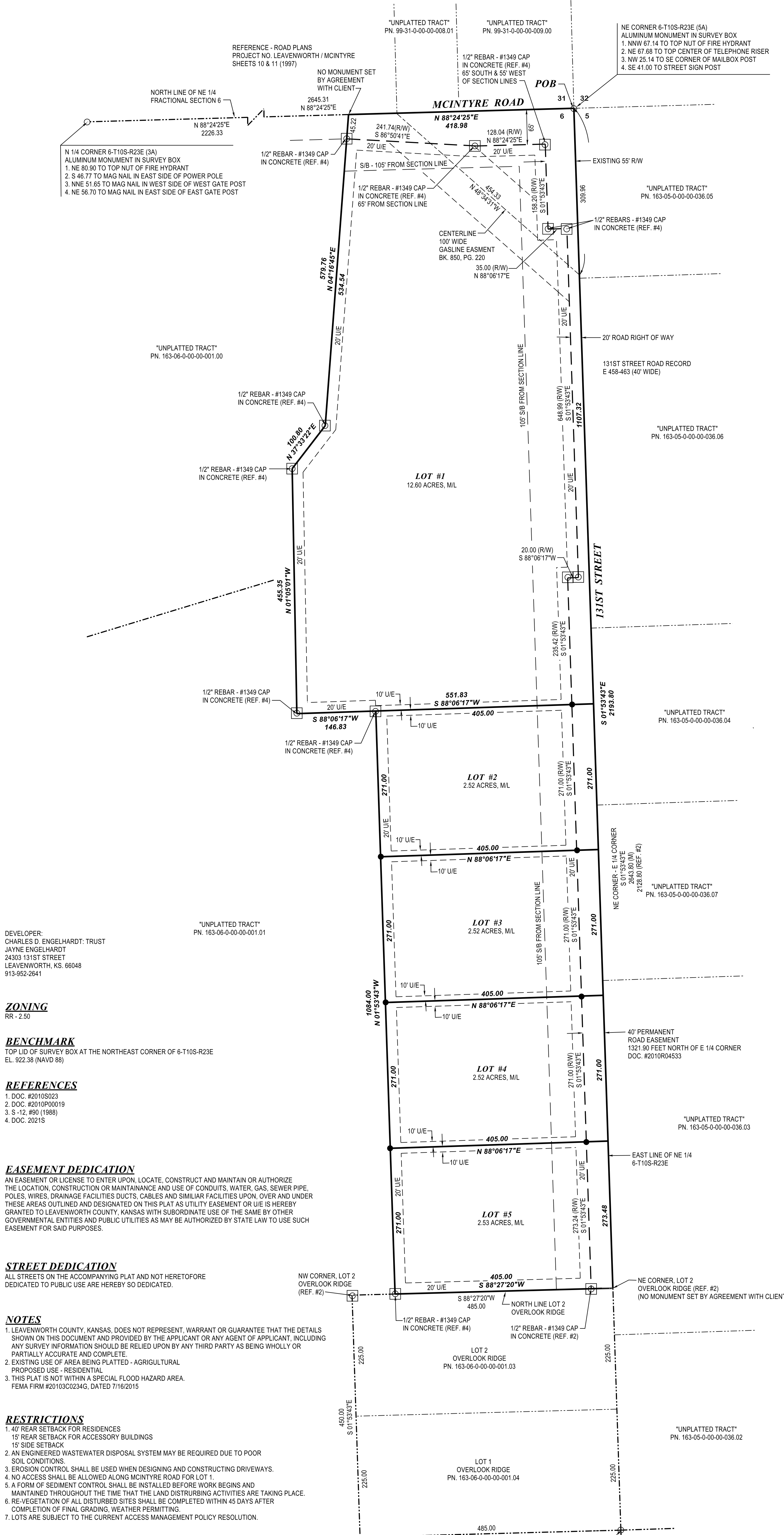
REGISTER OF DEEDS / TERRILLOIS G. MASHBURN



LARRY T. HAHN, KS PS - 1349

THIS IS TO CERTIFY THAT IN THE MONTH OF DECEMBER, 2021, THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE KANSAS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

**HAHN SURVEYING**  
PO BOX 186  
BASEHOR, KANSAS 66607  
(913) 547-3405  
hahnsurveying@gmail.com



DEVELOPER:  
CHARLES D. ENGELHARDT: TRUST  
JAYNE ENGELHARDT  
24303 131ST STREET  
LEAVENWORTH, KS, 66048  
913-952-2641

## ZONING

RR - 2.50

## BENCHMARK

TOP LID OF SURVEY BOX AT THE NORTHEAST CORNER OF 6-T10S-R23E  
EL. 922.38 (NAVD 88)

## REFERENCES

1. DOC. #2010S023
2. DOC. #2010P00019
3. S-12, #90 (1998)
4. DOC. 2021S

## EASEMENT DEDICATION

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER PIPE, POLES, WIRES, DRAINAGE FACILITIES DUCTS, CABLES AND SIMILAR FACILITIES UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS UTILITY EASEMENT OR U/E IS HEREBY GRANTED TO LEAVENWORTH COUNTY, KANSAS WITH SUBORDINATE USE OF THE SAME BY OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE SUCH EASEMENT FOR SAID PURPOSES.

## STREET DEDICATION

ALL STREETS ON THE ACCOMPANYING PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

## NOTES

1. LEAVENWORTH COUNTY, KANSAS, DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE DETAILS SHOWN ON THIS DOCUMENT AND PROVIDED BY THE APPLICANT OR ANY AGENT OF APPLICANT, INCLUDING ANY SURVEY INFORMATION SHOULD BE RELIED UPON BY ANY THIRD PARTY AS BEING WHOLLY OR PARTIALLY ACCURATE AND COMPLETE.
2. EXISTING USE OF AREA BEING PLATTED - AGRICULTURAL PROPOSED USE - RESIDENTIAL
3. THIS PLAT IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
4. FEMA FIRM #20103C0234G, DATED 7/16/2015

## RESTRICTIONS

1. 40' REAR SETBACK FOR RESIDENCES
- 15' REAR SETBACK FOR ACCESSORY BUILDINGS
- 15' SIDE SETBACK
2. AN ENGINEERED WASTEWATER DISPOSAL SYSTEM MAY BE REQUIRED DUE TO POOR SOIL CONDITIONS.
3. EROSION CONTROL SHALL BE USED WHEN DESIGNING AND CONSTRUCTING DRIVEWAYS.
4. NO ACCESS SHALL BE ALLOWED ALONG MCINTYRE ROAD FOR LOT 1.
5. A FORM OF SEDIMENT CONTROL SHALL BE INSTALLED BEFORE WORK BEGINS AND MAINTAINED THROUGHOUT THE TIME THAT THE LAND DISTURBING ACTIVITIES ARE TAKING PLACE.
6. RE-VEGETATION OF ALL DISTURBED SITES SHALL BE COMPLETED WITHIN 45 DAYS AFTER COMPLETION OF FINAL GRADING, WEATHER PERMITTING.
7. LOTS ARE SUBJECT TO THE CURRENT ACCESS MANAGEMENT POLICY RESOLUTION.

E 1/4 CORNER 6-T10S-R23E (5C)  
1/2" REBAR (REF. #1, #2)  
1. ESE 18.00 TO 60D NAIL IN 16" ELM  
2. W 23.69 TO 40D NAIL IN POWER POLE  
3. SW 32.22 TO MAG NAIL IN RR TIE BRACE POST

JUST

December 20, 2021

Krystal Voth, CFM  
Director  
Leav. Co. Planning & Zoning  
300 Walnut  
Leavenworth, KS 66048

Re: Mill's Woods Dev-21-195 & 196

Dear Ms. Voth,

The above-mentioned plat is in the service area of Consolidated Water District #1.

After reviewing the plat, the Water District makes the following comments;

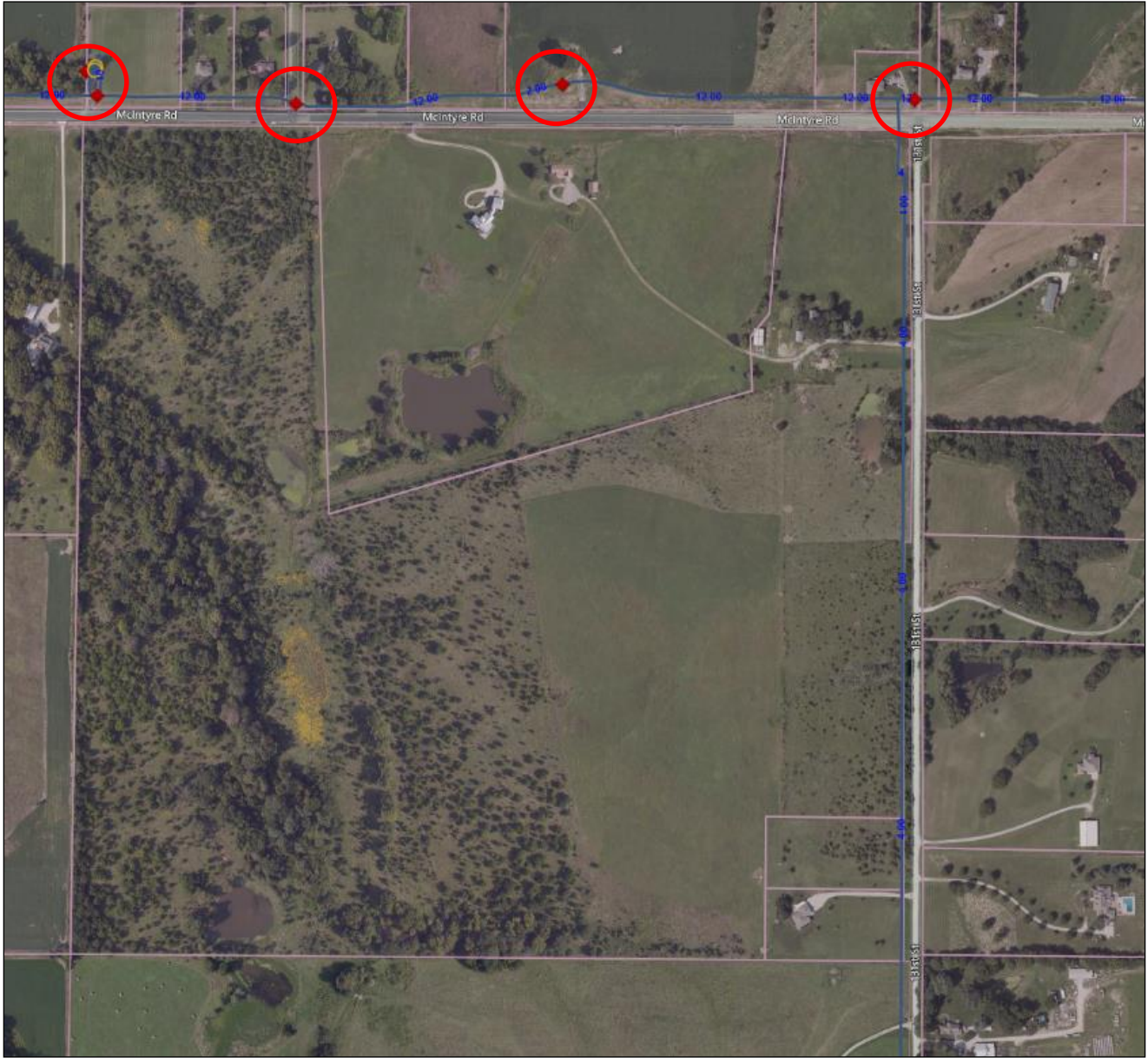
1. The Water District does have an existing 4-inch water main along the west side of 131<sup>st</sup> St. that is capable of supplying all domestic water needs for the proposed plat. (see attached map).
2. The closest fire hydrant to the proposed development is located at 131<sup>st</sup> St. & McIntyre Rd and is supplied by a 12-inch water main. There are other fire hydrants in the area along McIntyre Rd (indicated by the red circles). There are no fire hydrants along 131<sup>st</sup> St.
3. The Water District does not allow fire hydrants to be installed on any water main smaller than 6-inches. Therefore, no fire hydrants may be installed on the 4-inch water main along 131<sup>st</sup> St. If fire hydrants are required, the developer would be financially responsible for the upgrade of the existing water main and the installation of the fire hydrants.
4. The Water District does not have any plans to upgrade the water main along 131<sup>st</sup> St. during the next ten years.

Should you have further questions or comments, please feel free to contact us at your convenience. We are certainly looking forward to serving this development and its future homeowners.

Respectfully,

Mike Fulkerson  
Operations Manager

Cc; file



Fire Hydrant Location



**Leavenworth County  
Request for Board Action  
Case No. DEV-21-197  
Final Plat Lee Chiles 3rd**

**Date:** February 23, 2022  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:** The applicants are requesting a Final Plat for a 12-lot subdivision. The proposed lots will range in size from 1.01 to 2.69 acres.

**Analysis:** The proposed final plat will be the third phase of the Lee Chiles Subdivision. The applicant proposes to plat two parcels into 12 lots. The lots will range in size from 1.01 to 2.69 acres. One parcel currently has a house, barn, silo and pond. The house will remain with Lot 12 while the barn and silo are proposed to be removed. The pond will be split by a property line. The applicant has provided drainage and road plans, both of which have been approved with conditions.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No.DEV-21-197, Final Plat for Lee Chiles 3<sup>rd</sup> Addition subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-21-197, Final Plat for Lee Chiles 3<sup>rd</sup> Addition, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-21-197, Final Plat for Lee Chiles 3<sup>rd</sup> Addition, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-197, Final Plat for Lee Chiles 3<sup>rd</sup> Addition, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

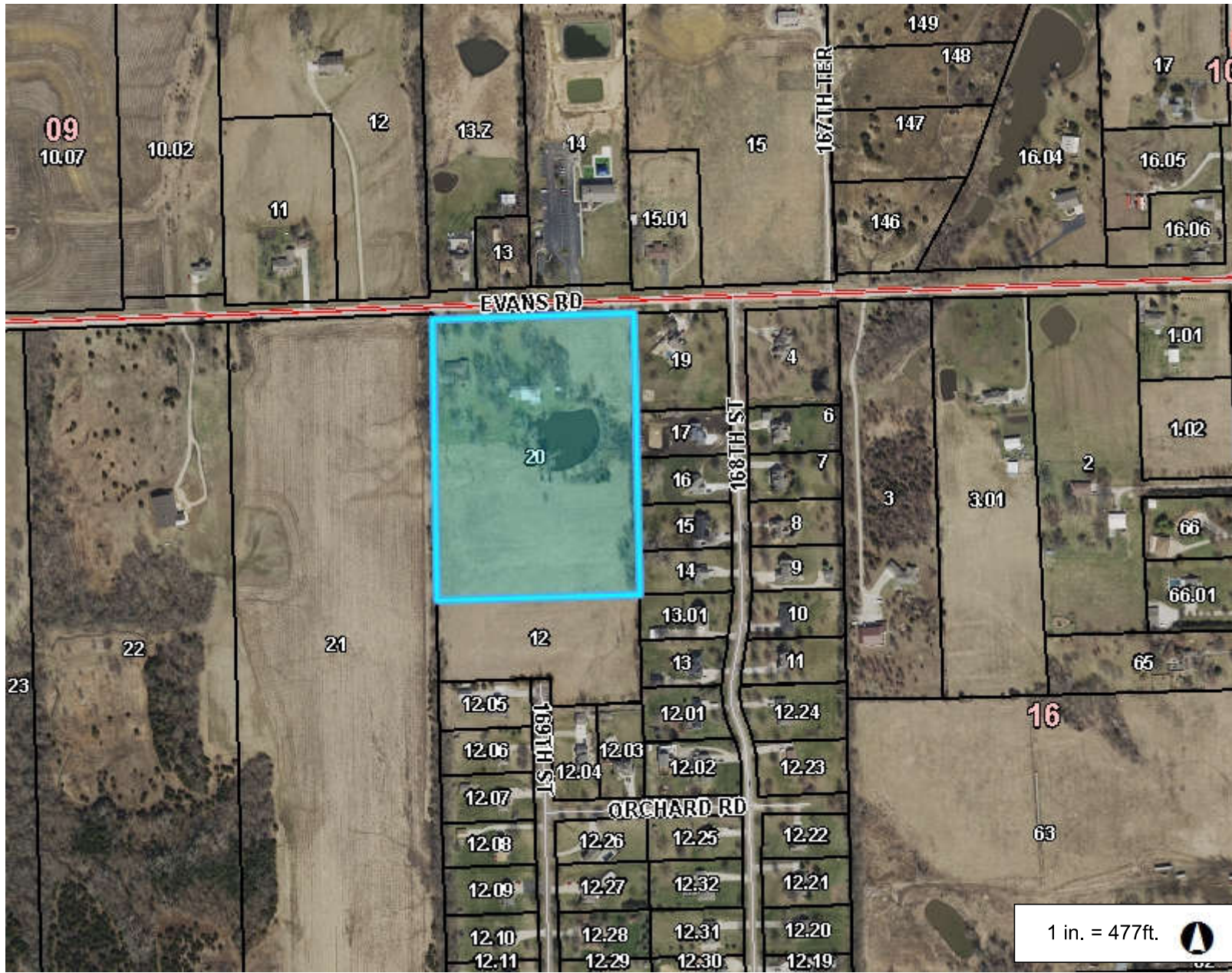
**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00

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

# DEV-21-176 Lee Chiles 3rd Preliminary Plat



## Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
- Railroad
- Airstrip
- Section
- Section Boundaries
- County Boundary

## Notes

954.7 0 477.35 954.7 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**\*\*\*Consent Agenda\*\*\***  
**Case No. DEV-21-197**  
**Lee Chiles 3<sup>rd</sup> Plat**  
**Final Plat**

**Staff Report – Board of County Commissioners**

**February 23, 2022**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** PCDI  
15395 Briar Road Suite A  
Basehor, KS 66007

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

**Legal Description:** Lot 1, Lee Chiles Subdivision, Phase I AND A tract of land in the West ½ of the Northeast Quarter of Section 16, Township 11, Range 22 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 18.30 acres

**Zoning/Land Use:** R-1 (43), One-Family Dwelling District

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

**Parcel ID No.:** 185-16-0-00-00-012.00 & 185-16-0-00-00-020.00

**Planner:** Amy Allison

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**REPORT:**

**Planning Commission Recommendation**

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-21-197, Final Plat for Lee Chiles 3rd Addition, subject to conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
  - a. Lauren Anderson – Public Works, January 28, 2021
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required if necessary infrastructure is available.
6. The existing barn and silo must be removed prior to issuance of the first building permit.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days unless otherwise stated.

### **Request**

The applicant is requesting a Preliminary Plat for a 12-lot subdivision.

### **Adjacent Land Use**

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

### **Flood Plain**

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0350G July 16, 2015.

### **Utilities/Services**

Sewer: Private septic system

Fire: Fire District 1

Water: Suburban Water District

Electric: Evergy

### **Access/Streets**

The property is accessed by Evans Road and 169<sup>th</sup> Street. Evans Road is a County Collector with a paved surface  $\pm$  25' wide. 169<sup>th</sup> Street is an Interior Subdivision Road with a paved surface  $\pm$  20' wide

### **Agency Comments**

See attached comments – Email – Kyle Anderson – Code Enforcement, December 15, 2021

See attached comments – Email – Lauren Anderson – Public Works, January 11 & 28, 2022

See attached comments – Email – Michael Bogina– Olsson, January 27, 2022

### **Findings**

1. The proposed subdivision is consistent with the zoning district of R-1 (43); One-Family Dwelling District 43,560 square foot minimum size parcels and meets the lot-depth to lot-width ratio of 3.5:1 or 4:1, have the minimum frontage of 150', Minimum lot size of 43,560 square feet.
2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.  
  
Any further subdividing of any lot within this subdivision shall require the installation of public sanitary sewer or connection to an existing public sanitary sewer.
3. At time of development, fire hydrants shall be required if necessary infrastructure is available.
4. The proposed subdivision is in accordance with the Comprehensive Plan.
5. The proposed lot line between Lots 1 and 2 bisect an existing pond. While staff is generally not supportive of property lines splitting a natural feature such as a pond, the proposed lot line is in conformance with the Subdivision Regulations.
6. The proposed block length exceeds the 1,200 feet maximum due to the existing road network of the first two phases. Staff is supportive of the block length.
7. An existing will remain on Lot 12 but the barn and silo will be demolished. (See condition 6)
8. An existing 10 ft. utility easement that crosses the proposed Lot 4 and 8 will be vacated per the plat. No utilities are located within the easement.

### **Subdivision Classification**

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

Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4)

**Staff Comments**

The proposed final plat will be the third phase of the Lee Chiles Subdivision. The applicant proposes to plat two parcels into 12 lots. The lots will range in size from 1.01 to 2.69 acres. One parcel currently has a house, barn, silo and pond. The house will remain with Lot 12 while the barn and silo are proposed to be removed. The pond will be split by a property line. The applicant has provided drainage and road plans, both of which have been approved with conditions.

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**ACTION OPTIONS:**

1. Approve Case No. DEV-21-197, Final Plat for Lee Chiles 3rd Addition, with Findings of Fact, and with or without conditions; or
  2. Deny Case No. DEV-21-197, Final Plat for Lee Chiles 3rd Addition, with Findings of Fact; or
  3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-21-197, Final Plat for Lee Chiles 3rd Addition, with Findings of Fact; or
  4. Remand the case back to the Planning Commission.
- 

**ATTACHMENTS:**

Aerial Map  
Memorandums  
Drainage Report  
Road Plans  
Final Plat

## Allison, Amy

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**From:** Anderson, Kyle  
**Sent:** Wednesday, December 15, 2021 10:27 AM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-21-197 Final Plat – Lee Chiles 3rd

We have not received any complaints on this property. Lots under 2.5 acres will require the septic system to be designed by a professional designer or engineer.

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

---

**From:** Allison, Amy  
**Sent:** Wednesday, December 15, 2021 10:11 AM  
**To:** Anderson, Lauren <LAnderson@leavenworthcounty.gov>; 'MPleak@olsson.com' <MPleak@olsson.com>; Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; 'Tyler.Rebel@westarenergy.com' <Tyler.Rebel@westarenergy.com>; 'Travis@suburbanwaterinc.com' <Travis@suburbanwaterinc.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-21-197 Final Plat – Lee Chiles 3rd

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat of a 12-lot subdivision at 16985 Evans Road (Lee Chiles 3rd).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, December 22, 2021.

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

Thank you,

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

## Allison, Amy

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**From:** Anderson, Lauren  
**Sent:** Friday, January 28, 2022 9:09 AM  
**To:** Allison, Amy  
**Cc:** 'Mitch Pleak'  
**Subject:** RE: DEV-21-197 Review Comments

Yes, the estimate is accepted. The remaining comments are conditions of approval and acceptance of the roadway/roadway construction.

Lauren

---

**From:** Allison, Amy  
**Sent:** Friday, January 28, 2022 9:07 AM  
**To:** Anderson, Lauren <LAnderson@leavenworthcounty.gov>  
**Subject:** RE: DEV-21-197 Review Comments

Hey Lauren,

In regards to the Lee Chiles Road Plans, do you have everything you need from David? And the outstanding comments from the January 20<sup>th</sup> Review need to be conditions of approval, right?

Amy

---

**From:** Anderson, Lauren  
**Sent:** Friday, January 28, 2022 8:36 AM  
**To:** 'Joe Herring' <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>; Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>  
**Subject:** RE: DEV-21-197 Review Comments

Joe,

Please see the attached, no comment survey review.

Lauren

---

**From:** Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>  
**Sent:** Wednesday, January 26, 2022 8:24 PM  
**To:** Anderson, Lauren <[LAnderson@leavenworthcounty.gov](mailto:LAnderson@leavenworthcounty.gov)>; Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>  
**Subject:** Re: DEV-21-197 Review Comments

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

Correct Version

Thank you - Joe Herring

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

---

**From:** Anderson, Lauren <[LAnderson@leavenworthcounty.gov](mailto:LAnderson@leavenworthcounty.gov)>  
**Sent:** Wednesday, January 26, 2022 2:25 PM  
**To:** 'Joe Herring' <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>; Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>  
**Subject:** RE: DEV-21-197 Review Comments

Joe,  
It looks like the survey comments from 1/10 were not address. Please see the attached review with repeat comments.

Lauren

---

**From:** Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>  
**Sent:** Monday, January 24, 2022 9:49 AM  
**To:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>; Anderson, Lauren <[LAnderson@leavenworthcounty.gov](mailto:LAnderson@leavenworthcounty.gov)>  
**Subject:** Re: DEV-21-197 Review Comments

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

Thought I had sent this - guess not. Thank you for the reminder.

Thank you - Joe Herring

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

---

**From:** Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)>  
**Sent:** Monday, January 24, 2022 9:29 AM  
**To:** 'Joe Herring' <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>  
**Subject:** FW: DEV-21-197 Review Comments

Good Morning Joe,

David has submitted the road plans for Lee Chiles but I do not have record of receiving a revised Final Plat addressing Survey's comments. Just a reminder that all comments need to be addressed by February 2<sup>nd</sup> to keep this on the February agenda.



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

---

**From:** Allison, Amy  
**Sent:** Tuesday, January 11, 2022 3:10 PM  
**To:** 'Joe Herring' <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>  
**Cc:** PZ <[PZ@leavenworthcounty.gov](mailto:PZ@leavenworthcounty.gov)>  
**Subject:** DEV-21-197 Review Comments

Good Afternoon Joe,

Attached are comments from the following:

- Surveying – 1/10/2022 (Lauren already sent this)
- Engineering – 1/12/2022

All items need to be addressed and approved by February 2, 2022 for this item to remain on the February PC meeting. If you have any further questions, please let me know.

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

# STATE OF KANSAS LEAVENWORTH COUNTY 169th STREET EXTENSION PUBLIC ROAD PLANS

- Sheet Index  
 1. Title Sheet  
 2. Typical Section and General Notes  
 3-5 Plan & Profile Sheets  
 6. Drainage and Grading Plan  
 7-8 Details  
 9-12 Cross Sections

**01-20-2022  
Olsson Review**

### UTILITY COMPANIES

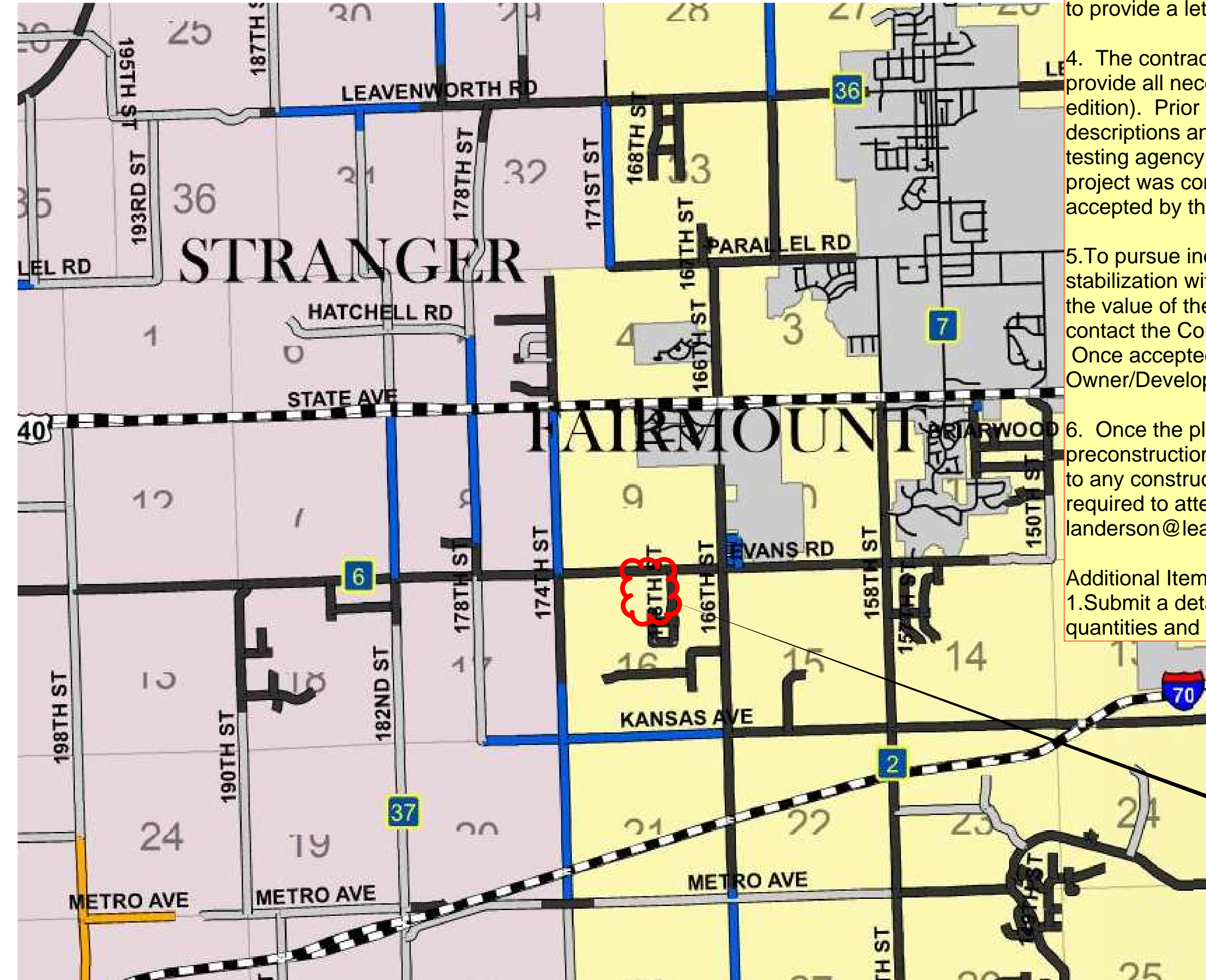
Every  
 AT&T  
 Suburban Water  
 Kansas Dig Safe 1-800-344-7233

Design Speed 30 MPH  
 Posted Speed 30 MPH

### Benchmarks & Control Points

	Northing	Easting	Elevation
BM #1 Iron Bar	294143.14	2171206.35	979.31
BM #2 Iron Bar	293706.90	2171384.54	967.90
BM #3 Iron Bar	293136.72	2171217.56	987.42
BM #4 Iron Bar	293058.73	2171578.92	974.74

KS SPC North Zone 1501



Owner to provide a letter acknowledging the following requirements:

1. Owner/Developer/Contractor shall provide the County with a Stormwater Pollution Prevention Plan (SWPPP) and NOI before construction.
2. Construction record drawings shall be submitted to the County Engineer upon completion of the project and prior to final acceptance of the project by the County Engineer. The engineer shall provide the County one complete set of prints showing the project as-built.
3. Upon completion of the project and prior to final acceptance of the project, the design engineer and contractor shall certify in writing: (1) that the project was constructed to the lines, grades, and dimensions shown on the approved plans, (2) that sufficient AB-3, asphalt, rock, oil concrete and hot mix were incorporated into the work to construct the project as designed, and (3) existing structure was removed per approved plans. Before final acceptance of the project the owner/developer, or his/her contractor shall furnish a Maintenance Bond in the form that approved in the amount equal to 100 percent of the amount estimated for the improvements and agreeable to the County Engineer. (Owner to provide a letter with acknowledgement of the requirement.)
4. The contractor is responsible for obtaining a qualified independent testing agency to provide all necessary testing per KDOT Specifications and testing frequencies (current edition). Prior to construction, the contractor shall furnish an inspection schedule with descriptions and frequencies to the County Engineer for review and approval. Such testing agency shall provide a sealed report with all testing documentation certifying the project was constructed to County and KDOT specifications. Such report shall be accepted by the County Engineer prior to project acceptance.
5. To pursue individual building permits before the acceptance of the vegetation and stabilization within the right-of-way, Owner/Developer may submit a 150% cash bond in the value of the vegetation and stabilization improvements. The Owner/Developer shall contact the County once the project is completely vegetated and stabilized for inspection. Once accepted by the County, the County will issue the cash bond back to the Owner/Developer.
6. Once the plat is recorded, it is the responsibility of the applicant for setting a preconstruction conference with the Leavenworth County Public works Department prior to any construction activities. The Contractor, Owner, Design Engineer, and Surveyor are required to attend this conference. Please contact Lauren Anderson, PE at landerson@leavenworthcounty.gov to set up a preconstruction conference.

Additional Items to provide:

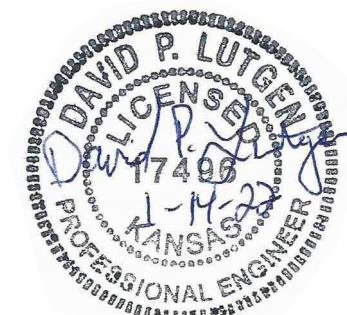
1. Submit a detailed estimate of the total cost of the improvements, which includes all quantities and individual costs.

Engineer: David Lutgen  
 15554 Elm Street  
 Basehor, KS 66007

Project Location

These plans have been prepared in accordance with Leavenworth County's Road and Storm Water Drainage Standards, 2003 Edition. I hereby hold harmless Leavenworth County for errors or omissions in these plans.

David P. Lutgen, P.E. \_\_\_\_\_ Date \_\_\_\_\_



These plans are approved for one year, after which they automatically become void. The County Engineer's review is only for general conformance with road and storm water drainage standards adopted by Leavenworth County. The County did not check, and is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer \_\_\_\_\_ Date \_\_\_\_\_

NO.	DATE	REVISIONS	BY	APP'D
1	01/09/22	County Comments	DPL	
2	01/13/22	County Comments		
3				
4				
5				

Designed By	____
Drawn By	____
Checked By	____
Issue Date	____
Job No.	____

169th STREET EXTENSION  
LEAVENWORTH COUNTY KS

# LEE CHILES 3RD PLAT

A Replat of Lot 1, LEE CHILES SUBDIVISION Phase 1, and a tract of land in the Northeast Quarter of Section 16, Township 11 South, Range 22 East Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Precision Contracting & Development Inc.  
12208 Star Road  
Baldwin, Kansas 66201  
PID # 15-16-00-00-012  
PID # 15-16-00-00-020

RECORD DESCRIPTION:  
Tract I  
Lot 1, LEE CHILES SUBDIVISION PHASE 1, Leavenworth County, Kansas.

Tract II:  
The West 4 of the Northeast Quarter of Section 16, Township 11, Range 22 East, Leavenworth County, Kansas, beginning 566.47 feet South of the Northwest corner; thence South 268.99 feet; thence East 357.14 feet; thence South 10 feet; thence East 200.00 feet; thence North 360 feet; thence West 657.47 feet to point of beginning.

**SURVEYOR'S DESCRIPTION:**  
Lot 1, LEE CHILES SUBDIVISION, PHASE 1, and a part of the West half of the Northeast Quarter of Section 16, Township 11 South, Range 22 East of the 6th P.M., as written by Joseph A. Herring PS-1296 on December 12, 2021, being more fully described as follows:  
Beginning at the Northwest corner of said Northeast Quarter; thence North 87 degrees 59'39" East for a distance of 657.63 feet along the North line of said Northeast Quarter; thence South 01 degrees 50'07" East for a distance of 1318.81 feet along the East line of said Lot 1 and also the West line of LEE CHILES SUBDIVISION PHASE 2 to the Northeast corner of Lot 48 of said LEE CHILES SUBDIVISION PHASE 2; thence South 88 degrees 15'17" West for a distance of 300.16 feet on the North line of said Lot 48 and Lot 47 of said Lee Chiles to the Northwest corner of Lot 47 of said LEE CHILES SUBDIVISION PHASE 2; thence North 01 degrees 37'00" West for a distance of 89.77 feet along the East right of line of 169th Street; thence South 88 degrees 12'08" West for a distance 357.25 feet along the Easterly extension of the North line of Lot 46 and along the North line of said Lot 46 of said Lee Chiles to the Northwest corner of Lot 46 of said LEE CHILES SUBDIVISION PHASE 2; thence North 01 degrees 51'43" West for a distance of 1226.19 feet along the West line of said Lot 1 to point of beginning.  
Together with and subject to covenants, easements, and restrictions of record. Said property contains 19.14 acres, more or less, including road right of way.  
Error of Closure: 1 - 145802

### RESTRICTIONS:

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

### ZONING:

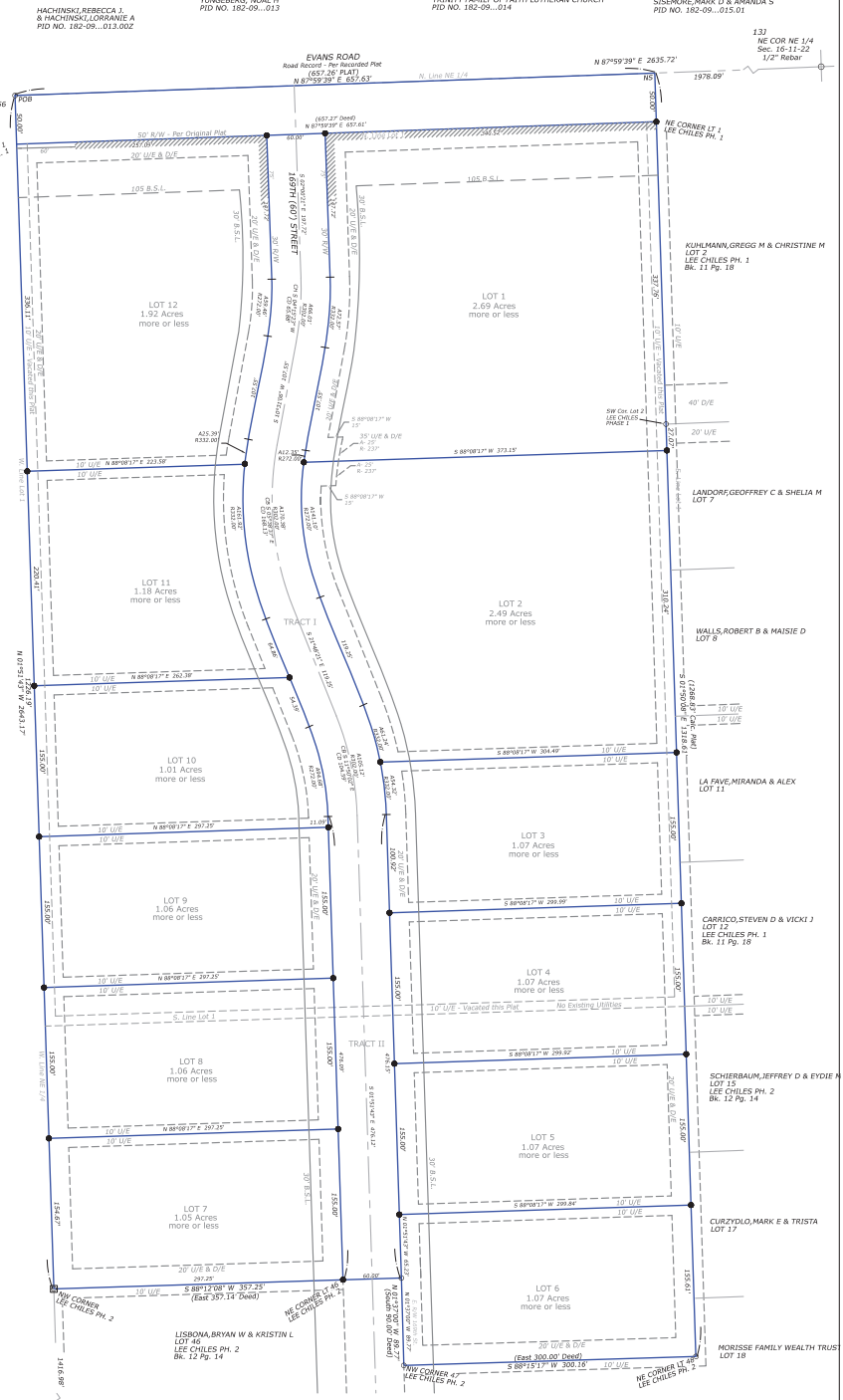
R-1 (S3), One-Family Dwelling District  
Current Use - Rural Residential and Agriculture

### LEGEND:

- 1/2" Rebar Set with Cap No. 1296
- 1/2" Rebar Found, unless otherwise noted.
- Concrete Base around monument
- ▲ PK Nail Found in Place
- 1 - Record / Dotted Dimension
- U/E - Utility Easement
- D/E - Drainage Easement
- B.S.L. - Building Setback Line
- R/W - Permanent Dedicated Roadway Easement dedicated this plat
- C - Centerline
- S - Section Line
- BH - Benchmark
- ////// No Vehicle Entrance Access
- NS - Not Set this survey per agreement with client
- AI - All In Easement
- R - Radius Distance
- CB - Chord Bearing
- CD - Chord Distance

### NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Error of Closure Calculations
- 5) Basis of Bearing - KANSAS NORTH ZONE 1923 North Line of the Northeast Quarter
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Project Benchmark (BM) - NW COR NE 1/4 1/2" Bar - 840'
- 11) Easements, if any, are created hereon or listed in referenced title commitment.
- 12) Reference Recorded Deed Document No. 2020R13331
- 13) Utility Companies
  - Water - Suburban
  - Electric - Energy
  - Sewer - Septic
  - Gas - Propane / Natural Gas
- 14) Reference Survey 1st Title Report No. 2478273 effective date October 1, 2021
- 15) Property is not in a Special Flood Hazard Area per FEMA Flood Map 20190301000000 dated July 16, 2015
- 16) Building Setback Lines as shown hereon or noted below
  - All side yard setbacks - 10'
  - All rear yard setbacks - 30' (Accessory - 15')
- 17) Distance to and of structures, if any, are as follows:
  - 40' DVE
  - 20' U/E
- 18) Easements as per referenced Title Commitment are shown hereon, if any.
- 19) Fence Lines do not necessarily denote the boundary line for the property.
- 20) Reference Surveys:
  - Recorded Plat of LEE CHILES SUBDIVISIONS - Phase 1 - Book 11 Page 16 dated 1985
  - Phase 2 - Book 12 Page 14 dated 1990



**CERTIFICATION AND DEDICATION**  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: LEE CHILES 3RD PLAT.

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

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

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated. Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

In accordance with KSA 12-512b, all rights, obligations, reservations, easements, or interest not shown on this plat shall be related as to use and as to title, upon filing and recording of this plat. The proprietors, successors and assigns of property shown on this plat hereby approve and agree, jointly and severally, to indemnify Leavenworth County, Kansas, of any expense incident to the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with proposed improvements described in this plat.

**IN TESTIMONY WHEREOF,**  
We, the undersigned owners of LEE CHILES 3RD PLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Gerald S. Peter, President  
PRECISION CONTRACTING & DEVELOPMENT INC  
NOVO-GRADAC, DAVID K & ELIZABETH L  
PID NO. 181-16-.021

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said County and State came Gerald S. Peter, President Precision Contracting & Development Inc., to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

**NOTARY PUBLIC**  
My Commission Expires: \_\_\_\_\_ (seal)

**APPROVALS**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of LEE CHILES 3RD PLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Secretary: Krystal A. Voth  
Chairman: Steven Rosenblatt

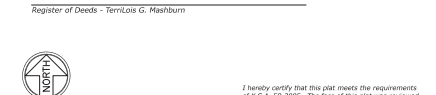
**COUNTY ENGINEER'S APPROVAL:**  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County, Kansas, of any expense incident to the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with proposed improvements described in this plat.

County Engineer - Mitch Pleak

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of LEE CHILES 3RD PLAT, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman: Michael Smith  
County Clerk: Janet Klaskinski

**REGISTER OF DEED CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_ in the Office of the Register of Deeds of Leavenworth County, Kansas.



Job # K-20-1288  
October 21, 2021 Rev. 1/26/22

**HERRING SURVEYING COMPANY**  
110 North 5th Street, Leav., KS 66044  
P: 913-880-3800  
F: 913-880-3800  
Email - survey@herring.com

I hereby certify that this plat meets the requirements of K.S.A. 58-2062. The fact of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Reviewed 2022.01.27. No comments

Michael J. Boggs, KS FS 1655  
Leavenworth County Survey Reviewer

Scale 1" = 60'

111 NW COR NE 1/4 Sec. 16-11-22 S/8" Rebar



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

Joseph A. Herring  
PS # 1296

# Summary of Comments on LeeChiles3rdPlat FINAL 24x36Port

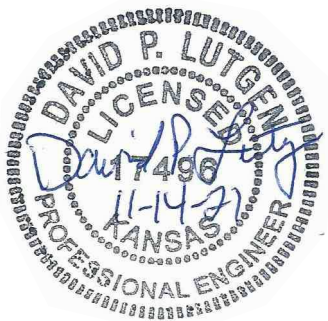
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Page: 1

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☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 1/27/2022 3:27:52 PM  
Reviewed 2022.01.27. No comments.

Lee Chiles 3<sup>rd</sup> Plat  
Leavenworth County Kansas  
Drainage Report  
October 21, 2021  
November 8, 2021



**Parcel Information** - The 16.75-acre (+/-) parcel is located on the south side of Evans Road west of 168<sup>th</sup> Street in Leavenworth County KS. The property is zoned R-1(43).

**Existing Conditions** – There is a home, an outbuilding, a silo, and a small pond located on the parcel. Approximately two acres around the house is maintained as a lawn while the remainder of the parcel is used as a pasture. The site contains one drainage area as shown on exhibit #1. The existing pond will remain.

A c value was calculated for the drainage area as shown in the table below. The c value is based on the soil type, slopes, and existing land use, see Exhibits #3, #4, and #5.

Existing	c value	Acres in each Drainage Area			
		DA #1			
Pasture	0.36	14.47			
Gravel Drive	0.60	0.07			
Impervious	0.90	0.21			
Grass	0.20	2.00			
Composite c		0.35			

$$\text{composite c} = \frac{(\text{Pasture Acres} * 0.36 + \text{Gravel Acres} * 0.60 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

**Developed Conditions** – The proposed development will create twelve residential building lot. Lot #12 has an existing house. The development includes the construction of a new road. The road will connect to 169<sup>th</sup> Street and extend north to Evans Road. The existing outbuilding and silo will be removed. A composite c value was calculated for the drainage area as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #3, #4, and #5. The developed storm water runoff calculations include 2,500 sq ft of impervious area for the house footprint and 1,500 sq ft of impervious area for the driveway and sidewalk. Leavenworth County has a regulation that limits the size of accessory structures on lots less than 2.51 acres in size to 2.5% of the lot square footage. The following table shows the maximum allowed area for accessory structures on each lot. Lot #1 is not subject to this regulation so the standard 10,000 sq ft of impervious area was used for this lot.

Lot	Lot Acres	House Acres	Concrete Acres	Accessory Building 2.5% Max Acres	Comment
1	2.69	0.23	Included in House Acres		Not subject to 2.5% regulation
2	2.49	0.06	0.03	0.06	
3	1.07	0.06	0.03	0.03	
4	1.07	0.06	0.03	0.03	
5	1.07	0.06	0.03	0.03	
6	1.07	0.06	0.03	0.03	
7	1.05	0.06	0.03	0.03	
8	1.06	0.06	0.03	0.03	
9	1.06	0.06	0.03	0.03	
10	1.01	0.06	0.03	0.03	
11	1.18	0.06	0.03	0.03	
12	1.92	0.10	0	0.05	Existing house on Lot
Totals (acres)		0.93	0.3	0.38	
Total Impervious Acres				1.61	

Developed	c value	Acres in each Drainage Area			
		DA #1			
Gravel Drive	0.60	0.07			
Impervious	0.90	2.29			
Grass	0.20	14.42			
Composite c		0.30			

composite c = 
$$\frac{(\text{Gravel Acres} * 0.60 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

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

	<b>Q10 cfs</b>	<b>Q100 cfs</b>
<b>Existing</b>	30.4	54.0
<b>Developed</b>	25.2	44.8
<b>Change</b>	-17.0%	-16.9%

**Conclusion** – The change in land use for this parcel of ground results in a 17% decrease in storm water runoff from the site.



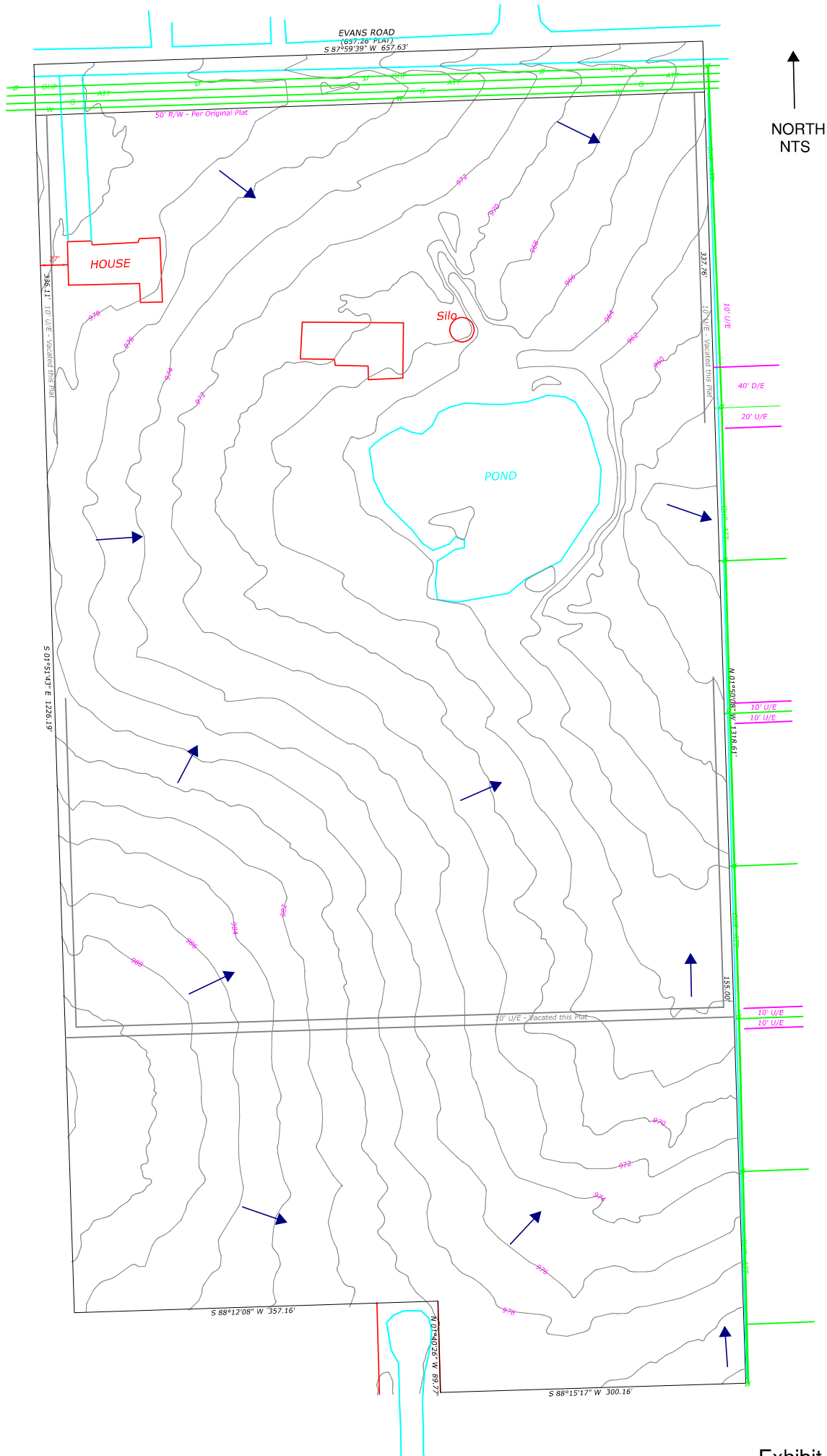


Exhibit #1

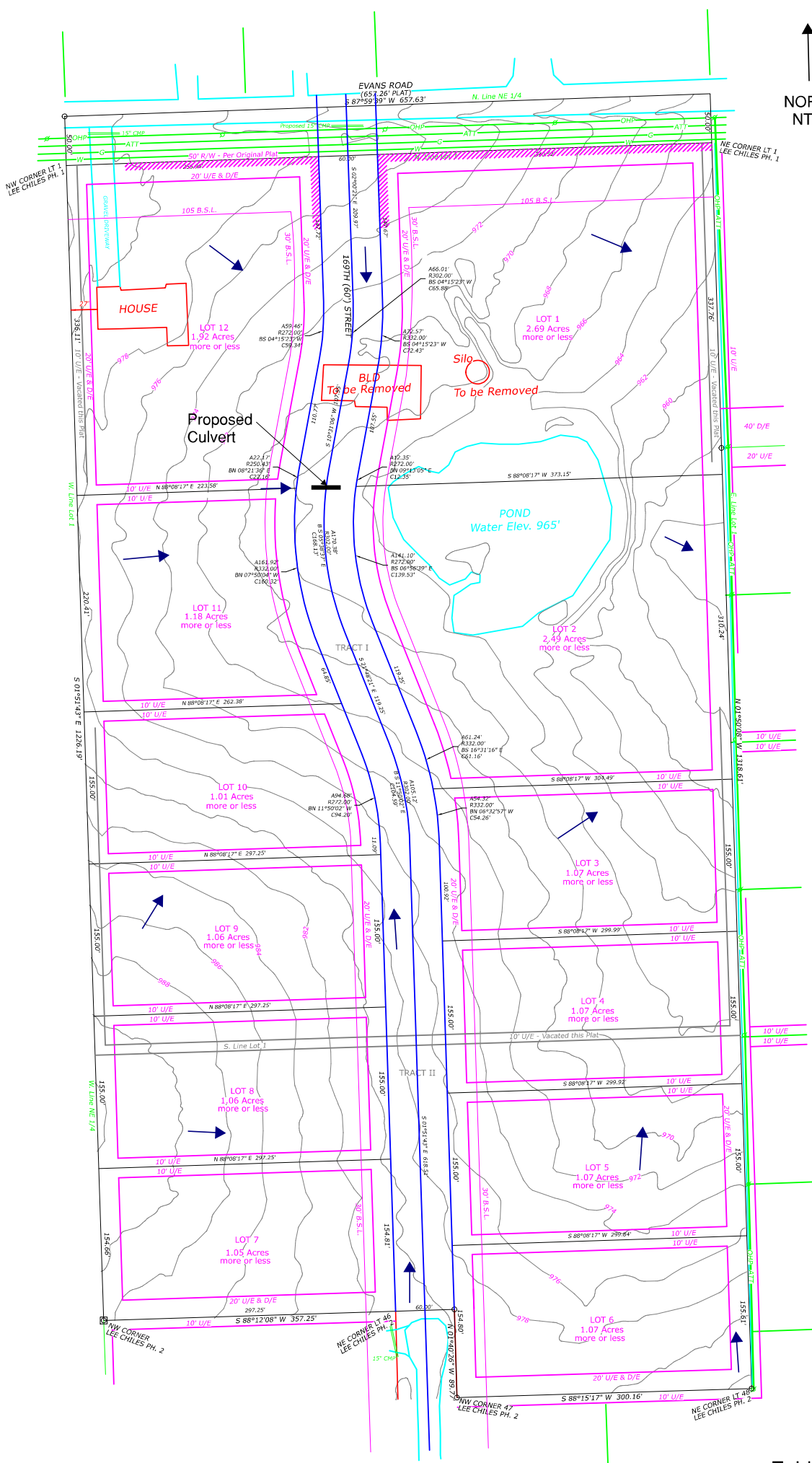
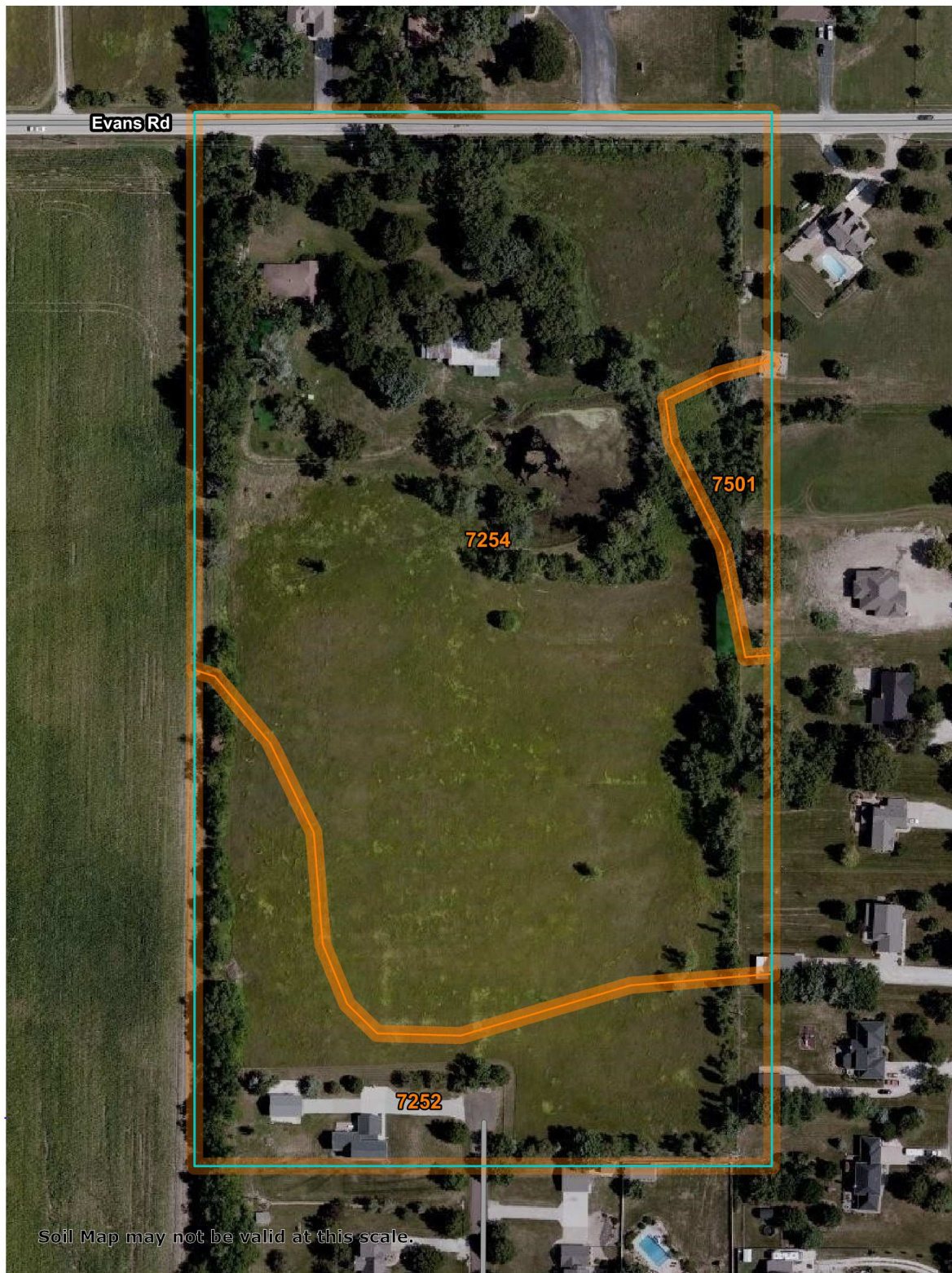


Exhibit #2



Map Unit Symbol	Map Unit Name
7252	Grundy silty clay loam, 1 to 3 percent slopes
7254	Grundy silty clay loam, 3 to 7 percent slopes, eroded
7501	Pawnee clay loam, 4 to 8 percent slopes, eroded

Map Scale: 1:2,410 if printed on A portrait (8.5" x 11") sheet.



TABLE 1 Values of Runoff Coefficient C

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

AGRICULTURAL AREAS:

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

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

# EXHIBIT #4

**Table 3-1 Runoff Coefficients for Rational Formula**

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

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

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, [www.michigan.gov](http://www.michigan.gov)

### Drainage Area #1- 10 year

Existing Conditions

Area = 16.75 acres  
C= 0.35  
L= 930  
S= 5.5  
K= 1

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

L max = 300

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

$$T_i = 13.3$$

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

$$T_t = 1.55$$

$$T_c = 14.8$$

$$i_{10} = 5.21$$

$$Q = KCiA$$

$$Q = 30.4 \text{ cfs}$$

Developed Conditions

Area = 16.75 acres  
C= 0.30  
L= 930  
S= 5.5  
K= 1

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

L max = 300

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

$$T_i = 14.2$$

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

$$T_t = 1.55$$

$$T_c = 15.7$$

$$i_{10} = 5.07$$

$$Q = KCiA$$

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

### Drainage Area #1 - 100 year

Existing Conditions

Area = 16.75 acres  
C= 0.35  
L= 930  
S= 5.5  
K= 1.25

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

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

$$T_i = 13.3$$

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

$$T_t = 1.55$$

$$T_c = 14.8$$

$$i_{100} = 7.39$$

$$Q = KCiA$$

$$Q = 54.0 \text{ cfs}$$

Developed Conditions

Area = 16.75 acres  
C= 0.30  
L= 930  
S= 5.5  
K= 1.25

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

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

$$T_i = 14.2$$

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

$$T_t = 1.55$$

$$T_c = 15.7$$

$$i_{100} = 7.21$$

$$Q = KCiA$$

$$Q = 44.8 \text{ cfs}$$

# STATE OF KANSAS LEAVENWORTH COUNTY 169th STREET EXTENSION PUBLIC ROAD PLANS

**Sheet Index**

1. Title Sheet
2. Typical Section and General Notes
- 3-5 Plan & Profile Sheets
6. Drainage and Grading Plan
- 7-8 Details
- 9-12 Cross Sections

**UTILITY COMPANIES**

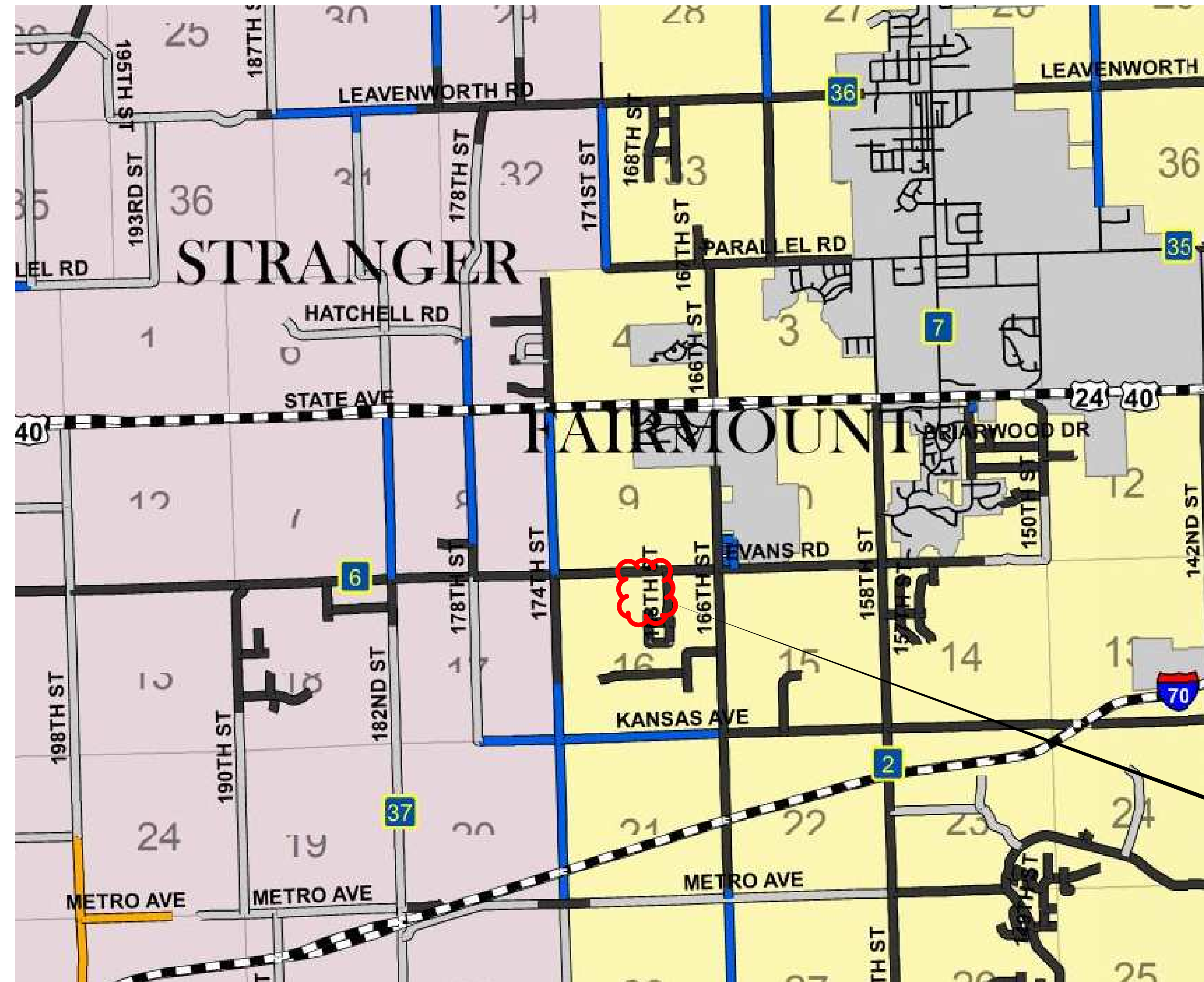
Every  
AT&T  
Suburban Water  
Kansas Dig Safe 1-800-344-7233

Design Speed 30 MPH  
Posted Speed 30 MPH

**Benchmarks & Control Points**

	Northing	Easting	Elevation
BM #1 Iron Bar	294143.14	2171206.35	979.31
BM #2 Iron Bar	293706.90	2171384.54	967.90
BM #3 Iron Bar	293136.72	2171217.56	987.42
BM #4 Iron Bar	293058.73	2171578.92	974.74

KS SPC North Zone 1501



Project Location

Owner: PCDI Homes  
15395 Briar Road Suite A  
Basehor, KS 66007

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

Engineer: David Lutgen  
15554 Elm Street  
Basehor, KS 66007

These plans have been prepared in accordance with Leavenworth County's Road and Storm Water Drainage Standards, 2003 Edition. I hereby hold harmless Leavenworth County for errors or omissions in these plans.

These plans are approved for one year, after which they automatically become void. The County Engineer's review is only for general conformance with road and storm water drainage standards adopted by Leavenworth County. The County did not check, and is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

David P. Lutgen, P.E.

Date



County Engineer

Date

169th STREET EXTENSION  
LEAVENWORTH COUNTY KS

TITLE SHEET

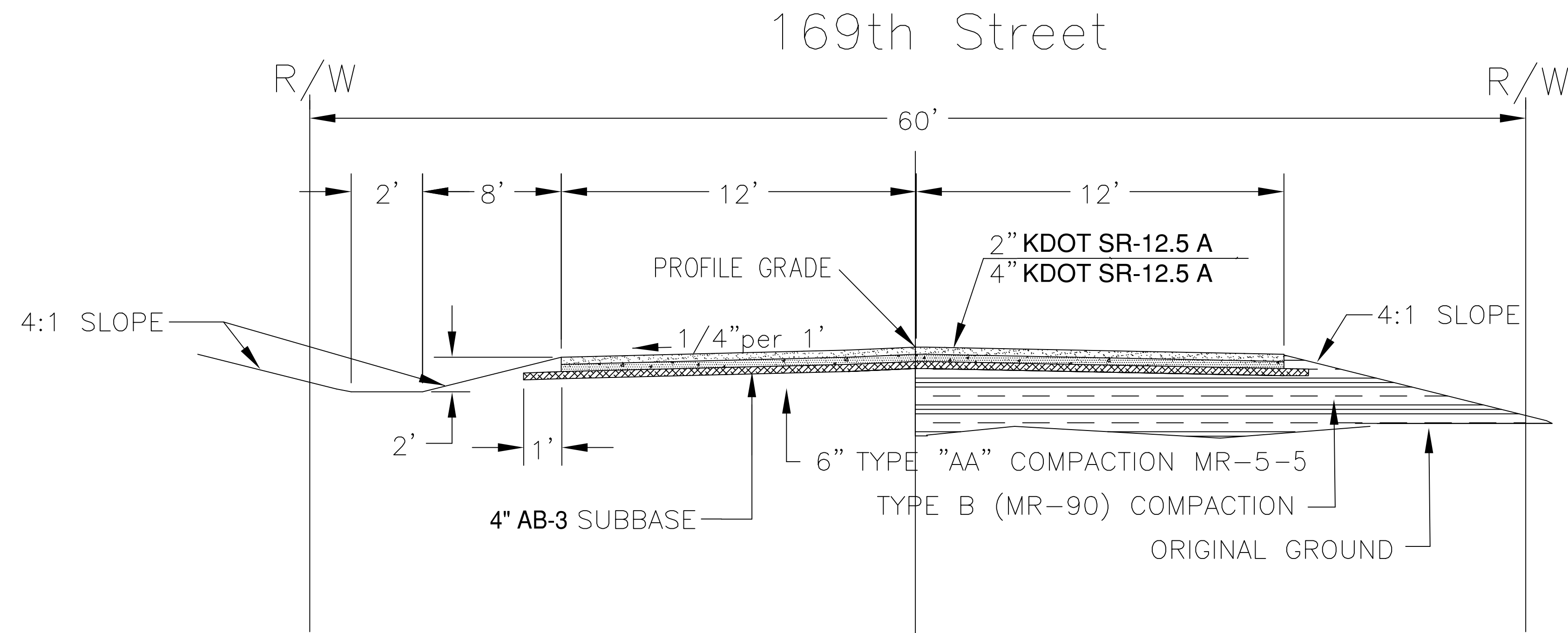
SHEET NO.  
1 OF 12

NO.	DATE	REVISIONS	BY	APP'D
1	01/09/22	County Comments	DPL	
2	01/13/22	County Comments	DPL	
3				
4				
5				

Designed By: \_\_\_\_\_  
Drawn By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
Issue Date: \_\_\_\_\_  
Job No.: \_\_\_\_\_



Item	Unit	Quantity
Staking	LS	1
Mobilization	LS	1
Clearing & Grubbing	LS	1
Excavation	LS	1
Compaction	LS	1
15" CMP	LF	40
24" CMP	LF	80
15" End Sections	Each	2
24" End Sections	Each	4
Rip Rap 18"	Sq Yd	87
Rip Rap 12"	Sq Yd	14
Asphalt Base	Ton	640
Asphalt Surface	Ton	320
Erosion Control	LS	1
Seed and Mulch	Acre	1.5



Contractor shall verify all quantities

**General Notes:**

- Utilities shown are based upon information available to the Engineer. Contractor shall verify all utility locations before digging.
- Contractor will post a one year maintenance bond with Leavenworth County upon acceptance of new road.
- All trees, shrubs, and/or bushes shall be removed including root structure per the intent of the improvements unless noted.
- Contractor shall provide adequate traffic control signing as outlined in the latest edition of the MUTCD.
- Prior to placing subbase contractor shall proof roll subgrade and obtain approval of County Engineer to proceed.
- Contractor to obtain all necessary permits prior to construction.
- All excavation is unclassified.
- Contractor responsible for compliance with NPDES regulations.
- Traffic control shall be in conformance with the latest edition of the MUTCD.
- Contractor shall obtain all necessary permits from all agencies with jurisdiction over the project.
- All workmanship and materials shall be subject to inspection and approval by the County.
- Contractor to coordinate all necessary relocations for ditch reshaping per plan along Evans Rd. Overhead utilities within above 169th Street right-of-way to be adjusted for adequate height to accommodate vehicles including emergency vehicles.
- All pavement sawcuts shall be full depth. Sawcuts shall be inspected by the County prior to AB-3 subbase improvements. Contractor shall coordinate an inspection with the County.
- Contractor shall not change or deviate from the plans without first obtaining written approval from the County and Engineer.
- Owner/Developer/contractor shall provide the County with a Stormwater Pollution Prevention Plan (SWPPP) and NOI before construction. The site shall comply with all requirements of the NPDES general permit.
- Construction record drawings shall be submitted to the County Engineer upon completion of the project and prior to the final acceptance of the project by the County Engineer. The engineer shall provide the County one complete set of prints showing the project as-builts
- All areas disturbed by the construction of said improvements shall be fertilized, seeded, and mulched in accordance with Leavenworth County Requirements. If seeding doesn't take, Contractor/Developer is responsible for reseeding until there is a mowable good stand of grass. Vegetation acceptance shall meet the minimum NOI requirements and approval from the County Public Works Department. Vegetation requires a uniform perennial vegetative cover with a density of 70% over 100% of all disturbed areas.
- All swales shall be staked prior to Construction.
- Contractor is responsible for obtaining a qualified independent testing agency to provide all necessary testing per KDOT specifications and testing frequencies. Prior to construction, the contractor shall furnish an inspection schedule with descriptions and frequencies to the County Engineer for review and approval. Such testing agency shall provided a sealed report with all testing documentation certifying the project was constructed to County and KDOT specifications. Such report shall be accepted by the County Engineer prior to project acceptance.
- Access to existing homes and property shall be maintained at all times.
- All construction and materials shall conform to the Leavenworth County Department of Public Works Road Construction and Storm Water Drainage Standards 2003 Edition. References made to KDOT standards and specifications shall be current edition.

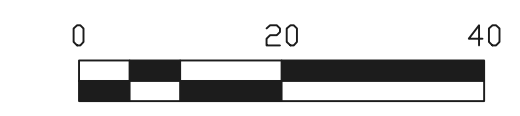
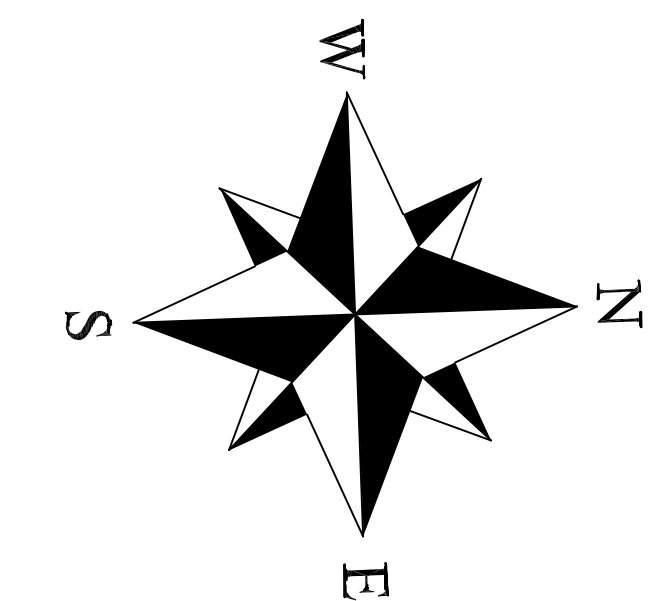
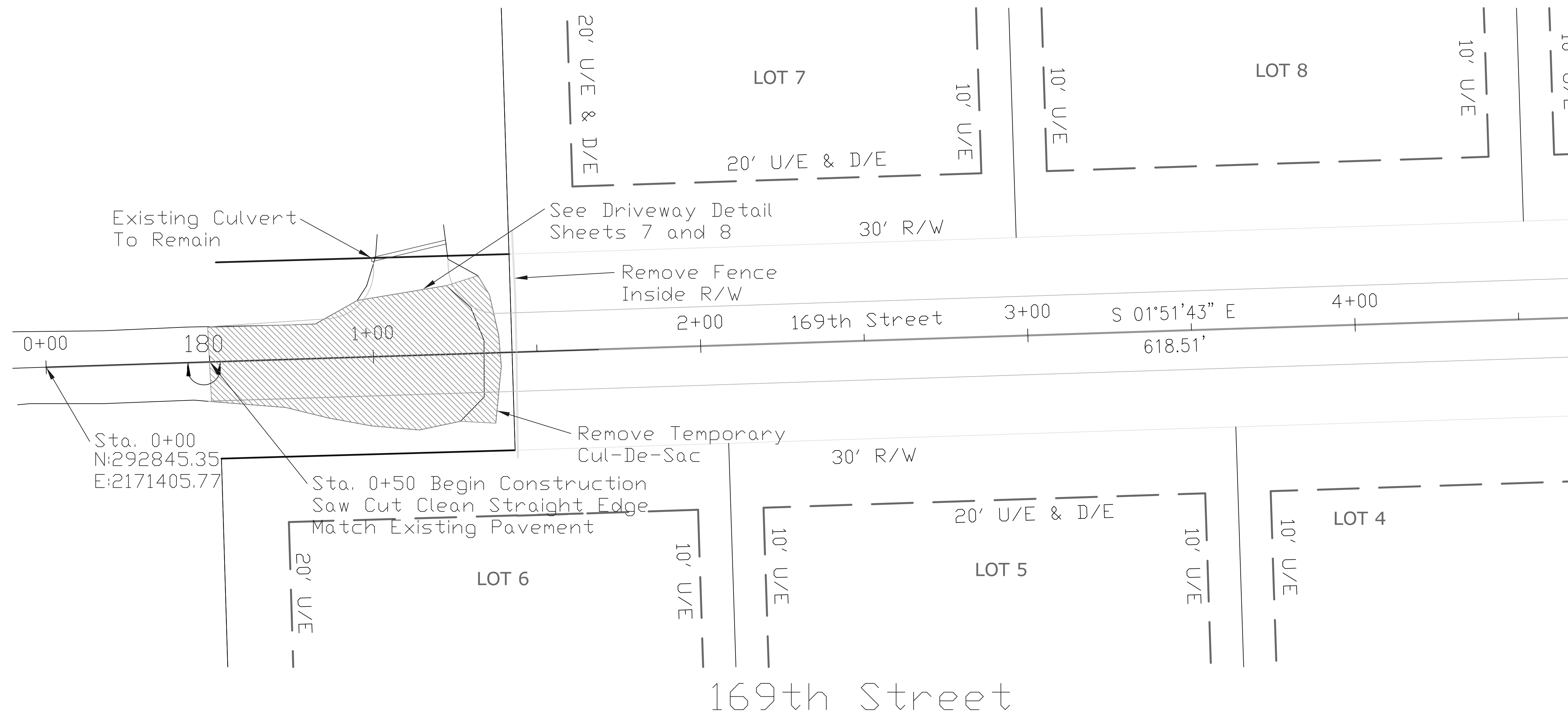
**Structure Removal Note.** Structure, footing, utilities to the structure and any other unknown/unsuitable materials shall be removed within the right-of-way. Engineer of record or inspector shall provide complete photo documentation of structure removal. Photos shall taken before demolition and during the complete removal of structure, footings, and other associated items. Document the complete excavation and backfill with photos and measurements including depths. Backfill and removal shall be per KDOT standards and specifications. The minimum compaction shall be Type AA MR-5-5 with a field density test (95% Field Density) for every lift until backfill elevation is the same as surrounding grade or finish grade or to bottom of AB-3 in in the road bed.

Structure demolition shall be accordance to County regulations.

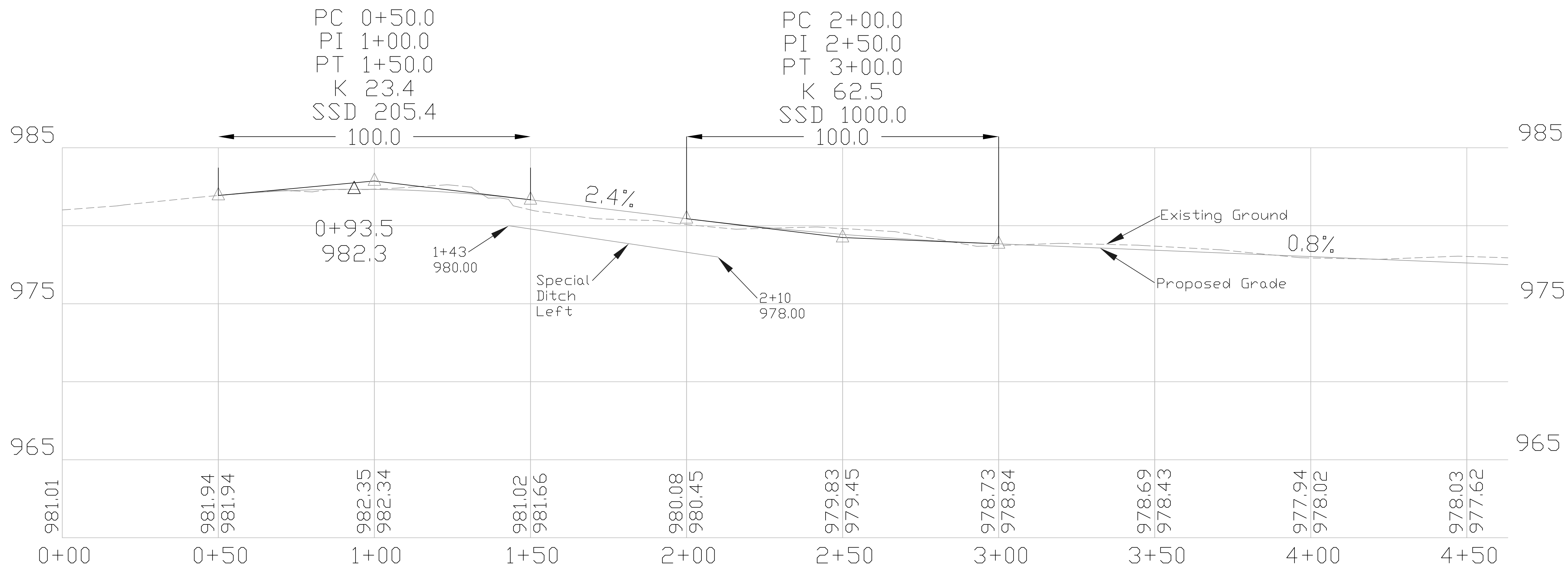
All building materials shall be completely removed from the project site.

5	4	3	2	1	NO. DATE	REVISIONS	BY	APP'D
Designed By _____		Drawn By _____		Checked By _____		Issue Date: _____		Job No. _____
169th STREET EXTENSION LEAVENWORTH COUNTY KS					TYPICAL SECTION AND QUANTITIES			
SHEET NO. 2 OF 12								

NOTE - All work along the existing section of 169th Street to remain within the existing R/W.



Vert. - 1" = 4'

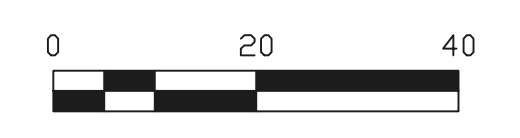
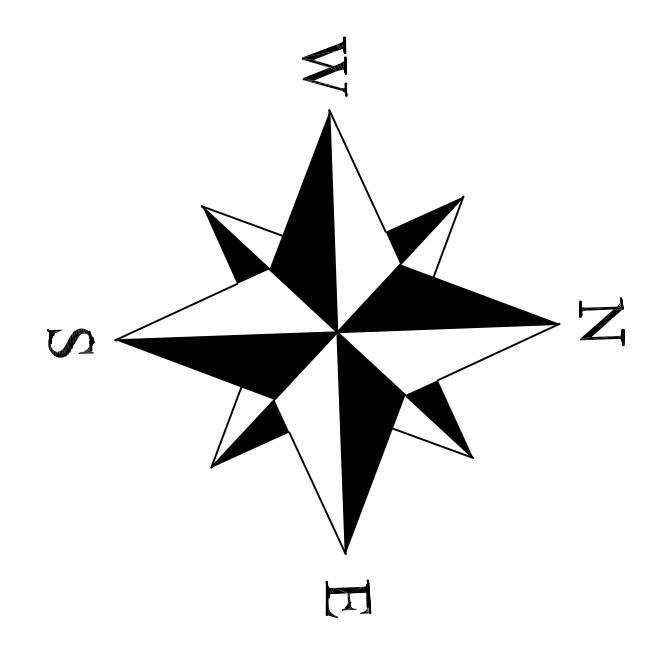


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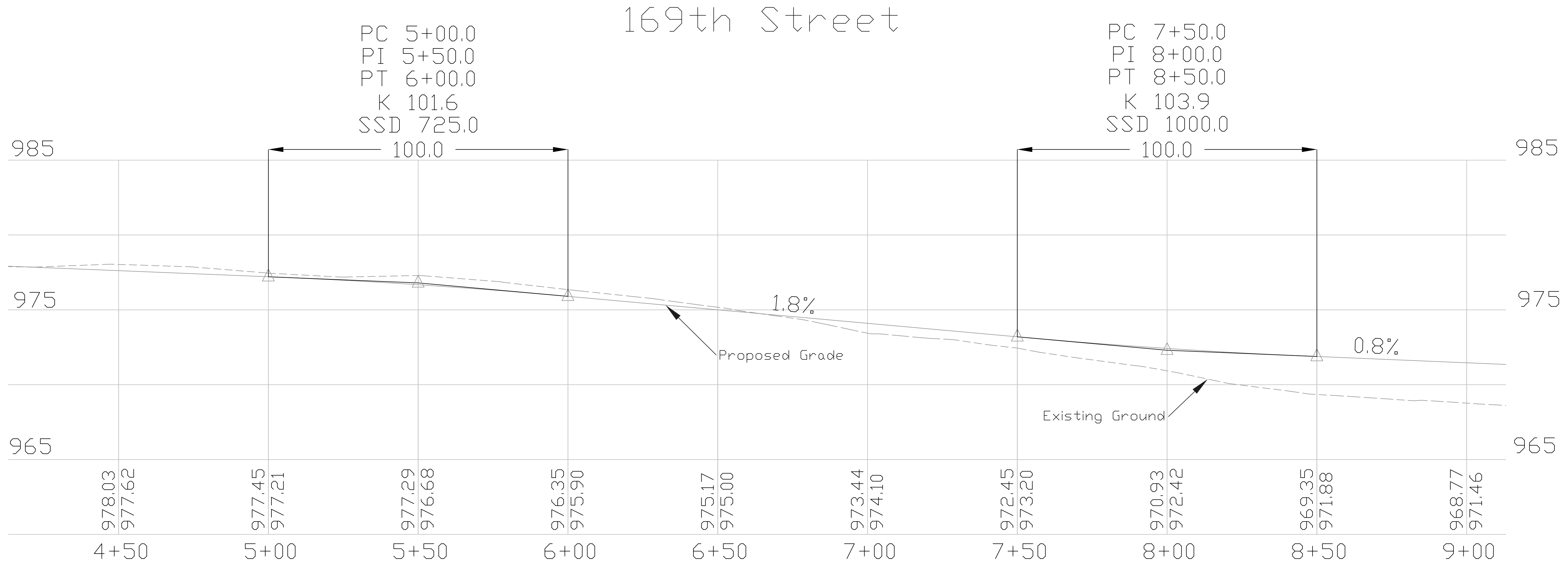
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169th STREET EXTENSION  
LEAVENWORTH COUNTY KS

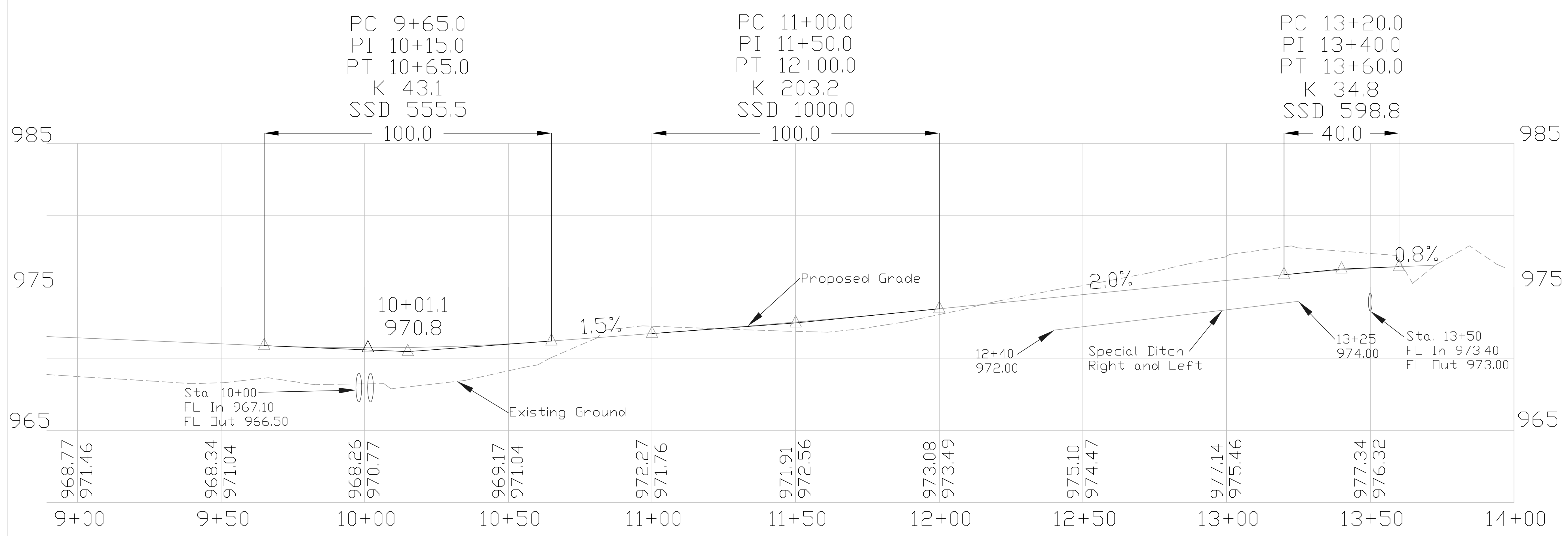
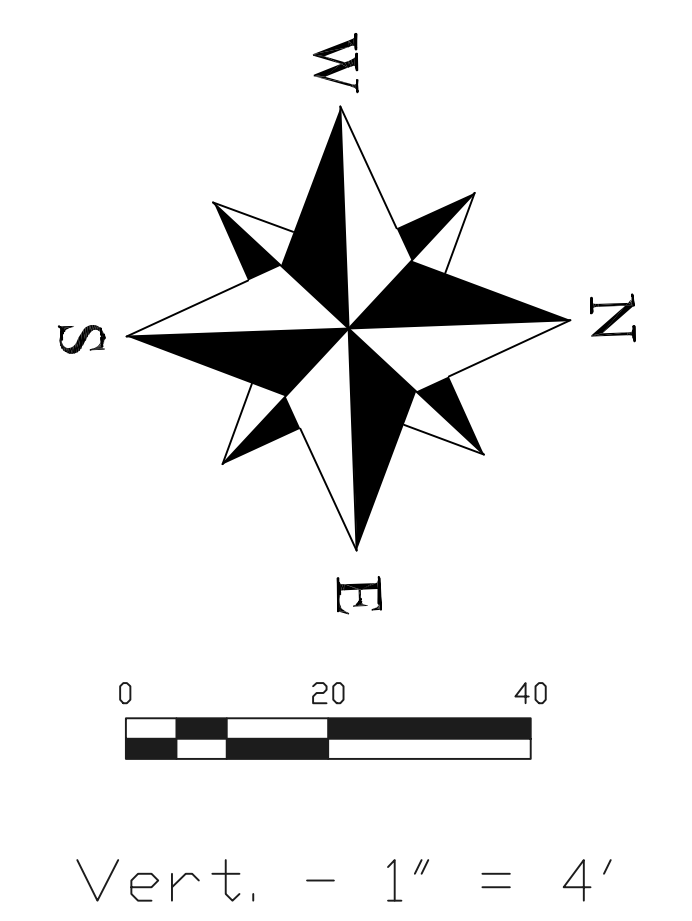
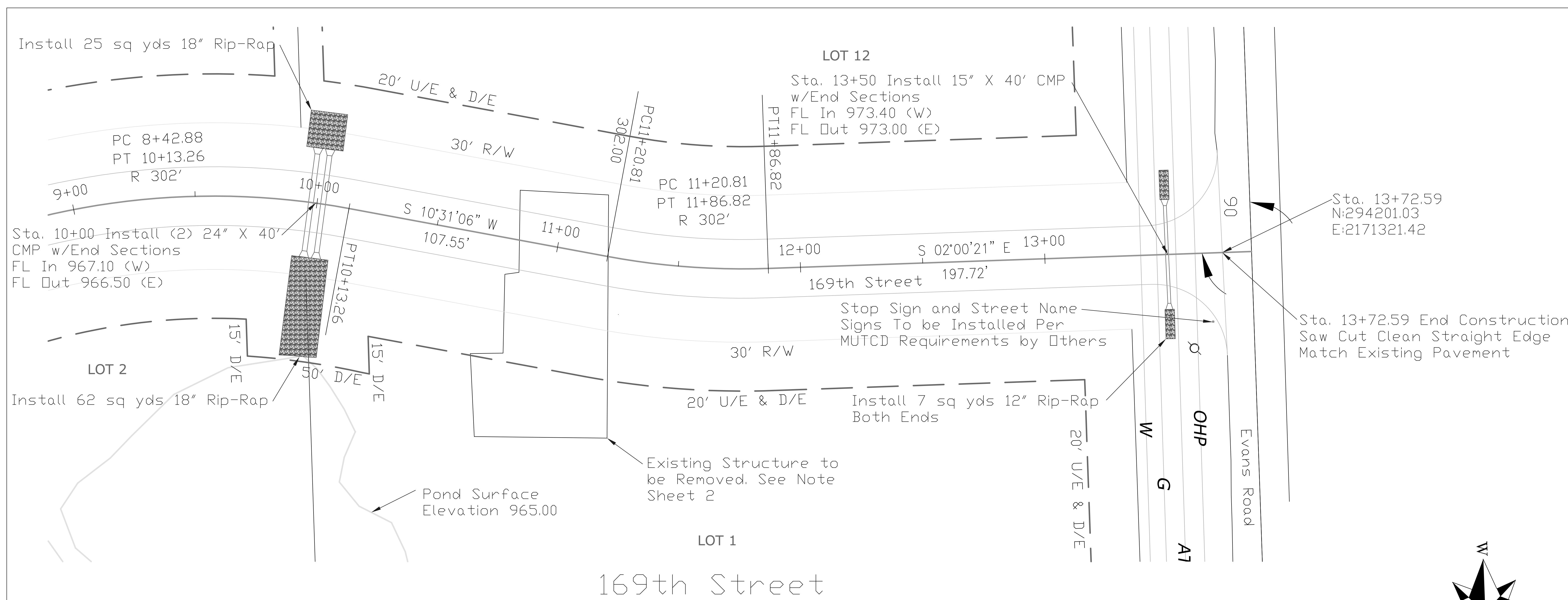
PLAN & PROFILE



Vert. - 1" = 4'



DESIGNED BY	NO.	DATE	REVISIONS	BY	APP'D
DRAWN BY	4				
CHECKED BY	3				
DATE	2				
JOB NO.	1				
169th STREET EXTENSION LEAVENWORTH COUNTY KS					
PLAN & PROFILE					
SHEET NO. 4 OF 12					



NO.	DATE	REVISIONS	BY	APP'D

Designed By	
Drawn By	
Checked By	
Date	
Job No.	

169th STREET EXTENSION LEAVENWORTH COUNTY KS	PLAN & PROFILE
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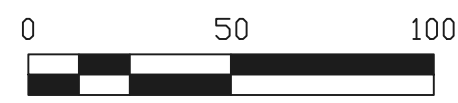
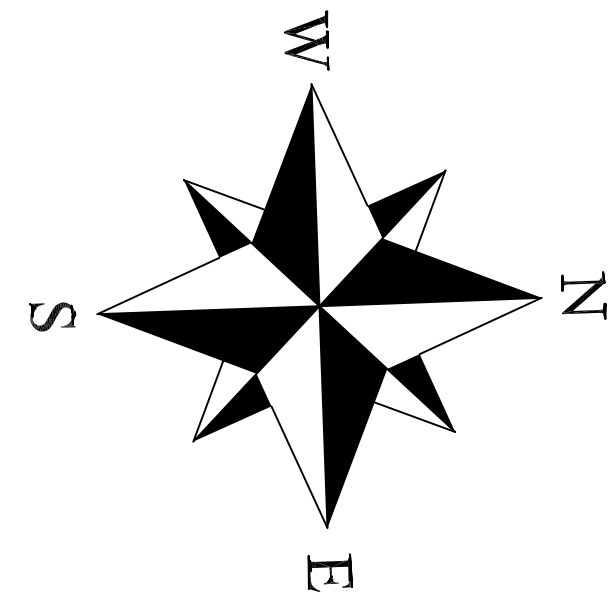
  

SHEET NO. 5 OF 12
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C	I	A (acres)	Q (cfs)	Diameter (in)	Capacity (cfs)	V Design (fps)	V Capacity (fps)
0.30	6.0	15.2	27.5	(2) 24	32.72	5.83	5.21
0.30	6.0	3.2	5.8	15	8.95	7.82	7.29

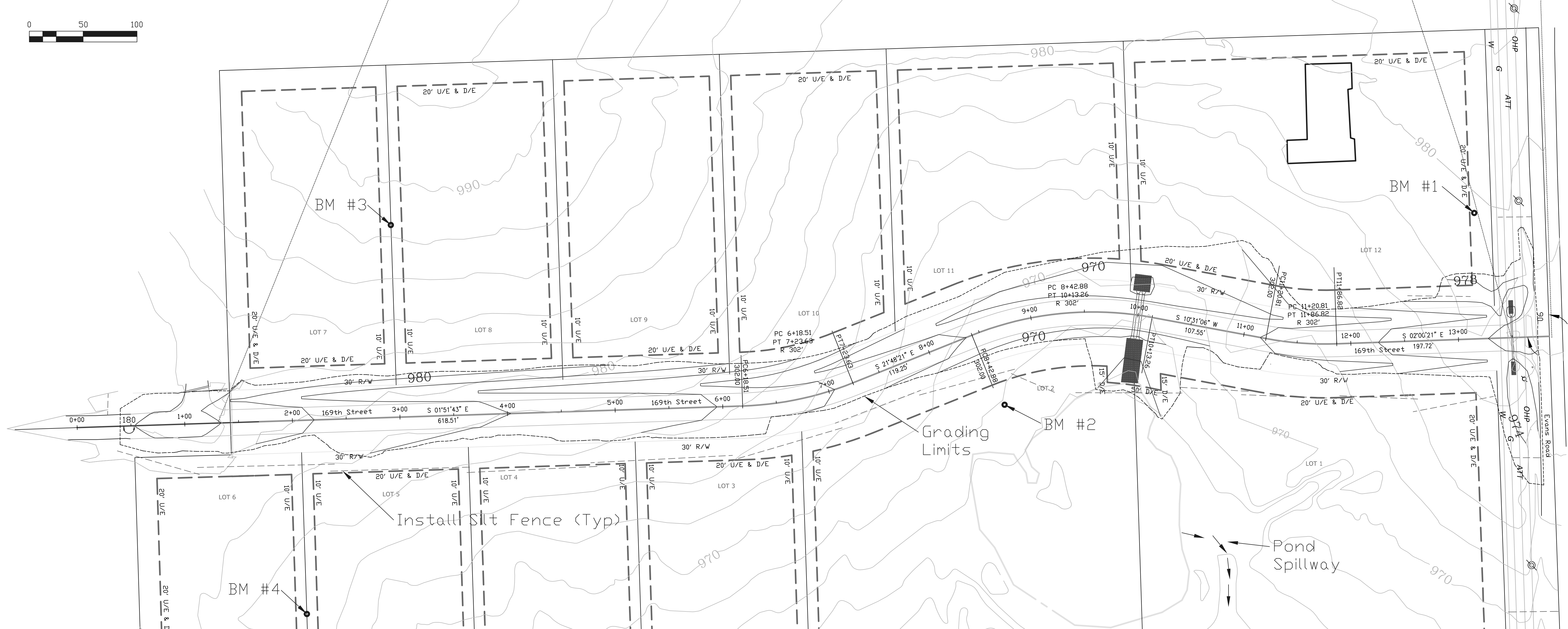
Culverts sized for 25 year storm

Existing  
Proposed



Drainage Area #2  
3.2 Acres

Drainage Area #1  
15.2 Acres

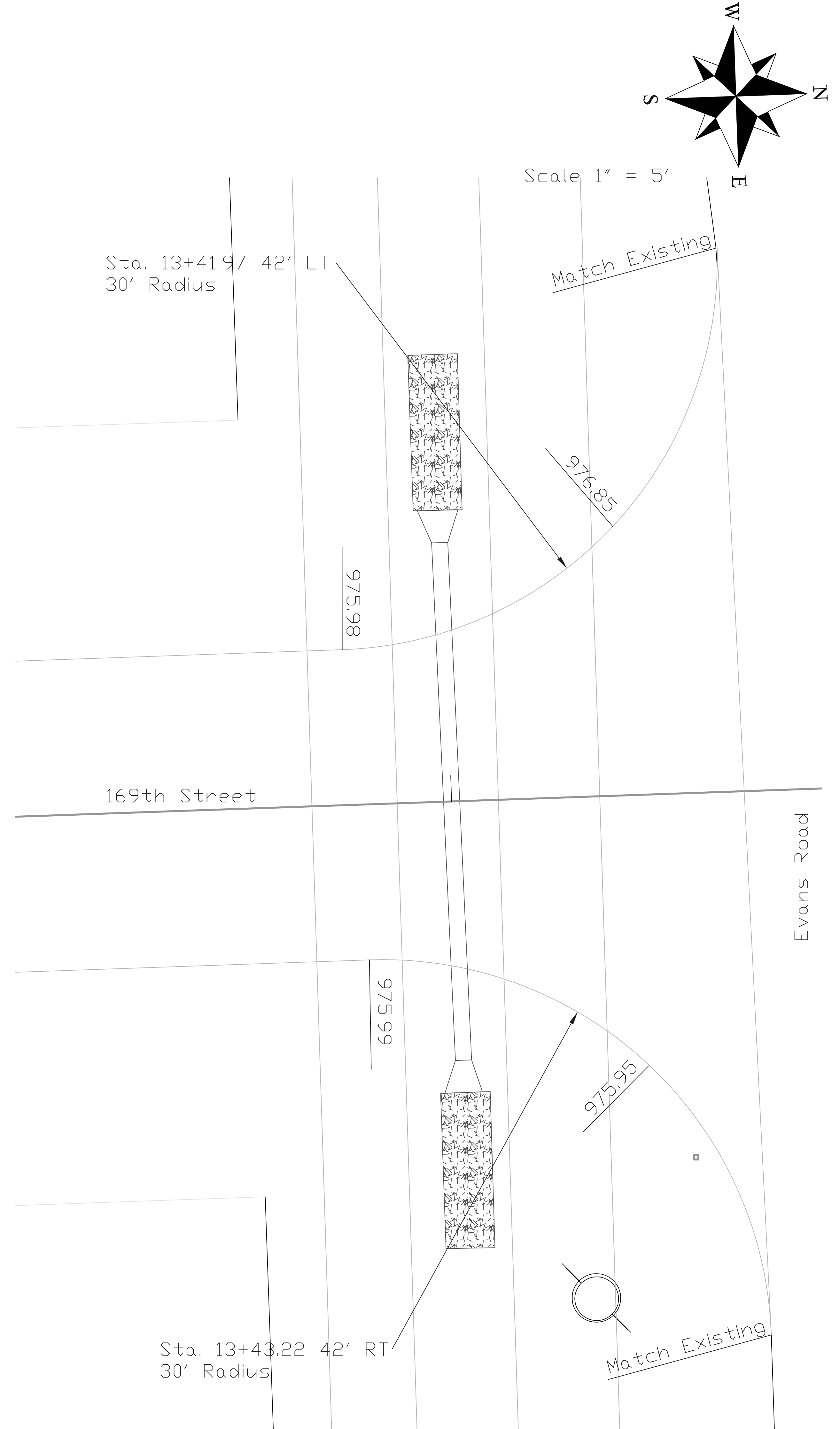
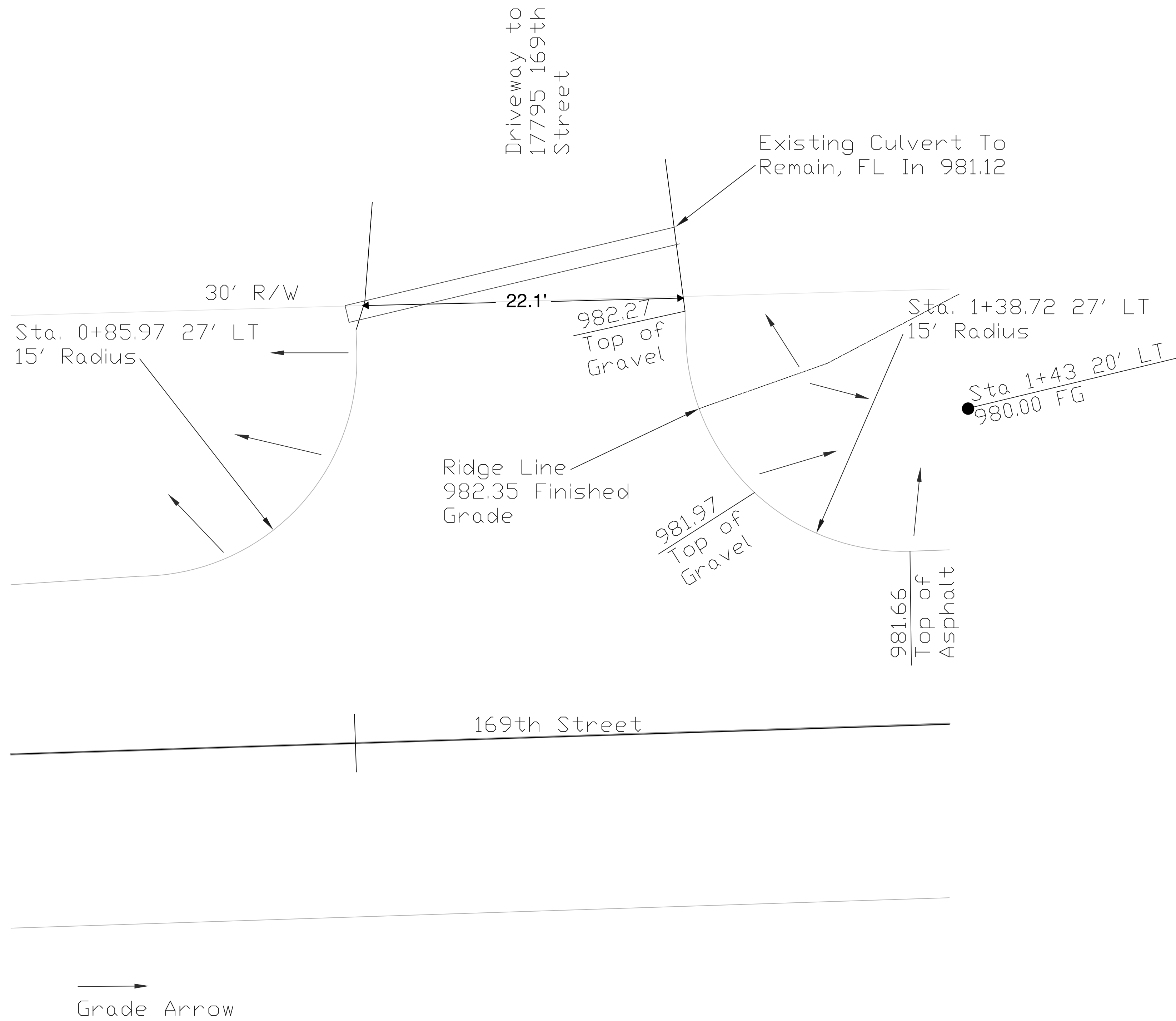


NO.	DATE	REVISIONS	BY	APP'D
5				
4				
3				
2				
1				

Designed By: \_\_\_\_\_  
 Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_  
 Issue Date: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

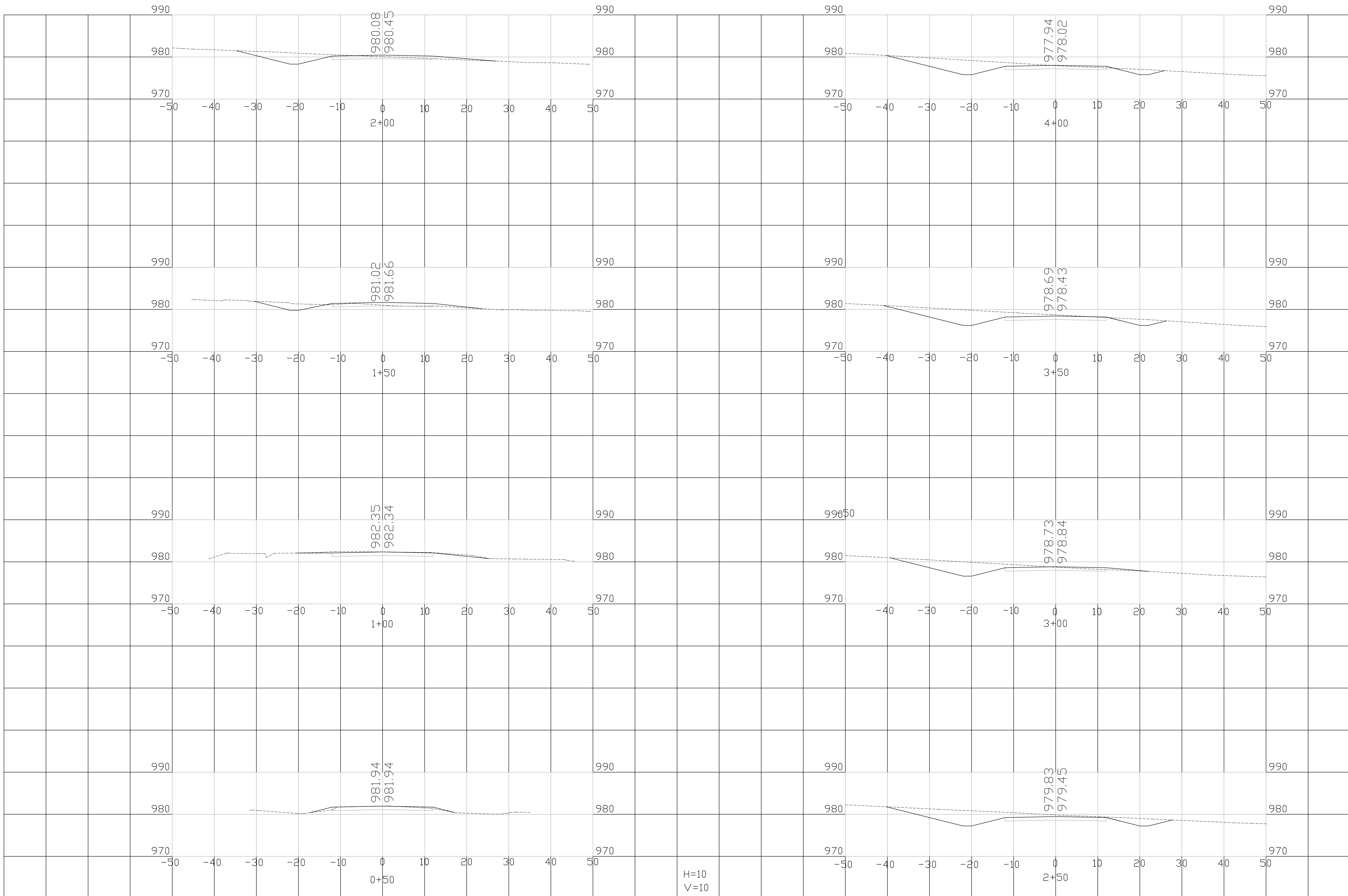
169th STREET EXTENSION  
 LEAVENWORTH COUNTY KS  
 GRADING & DRAINAGE PLAN

NOTE - All work along the existing section of 169th Street to remain within the existing R/W.

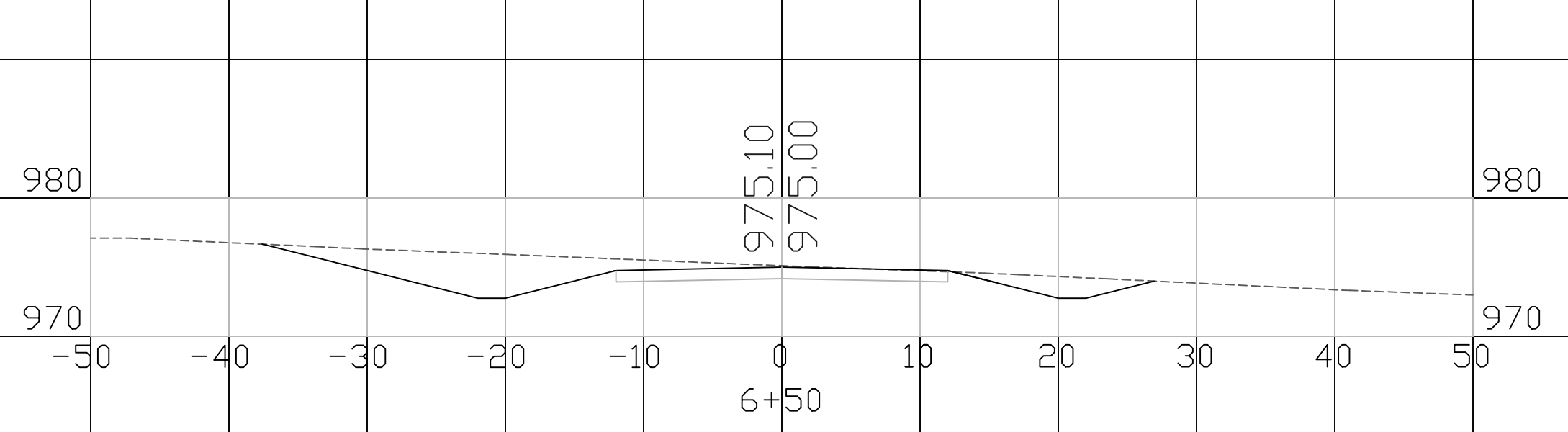
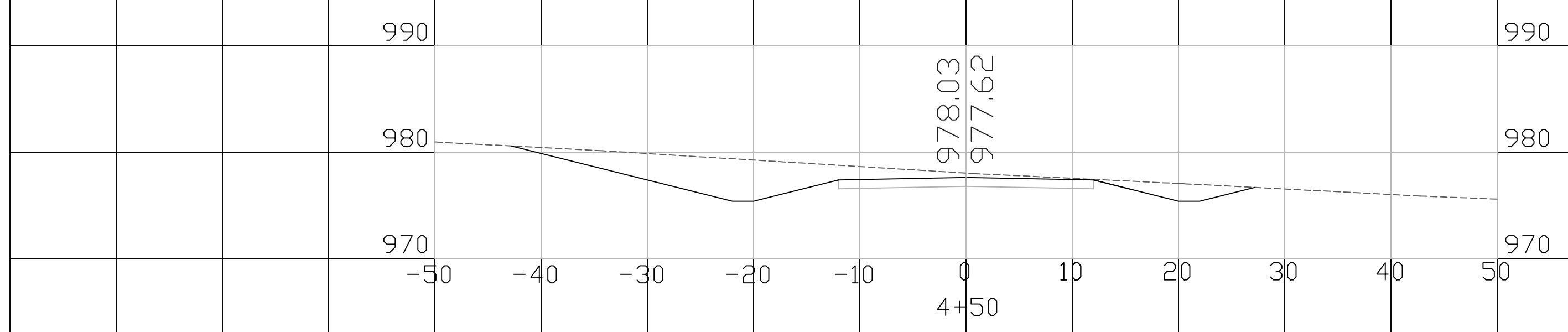
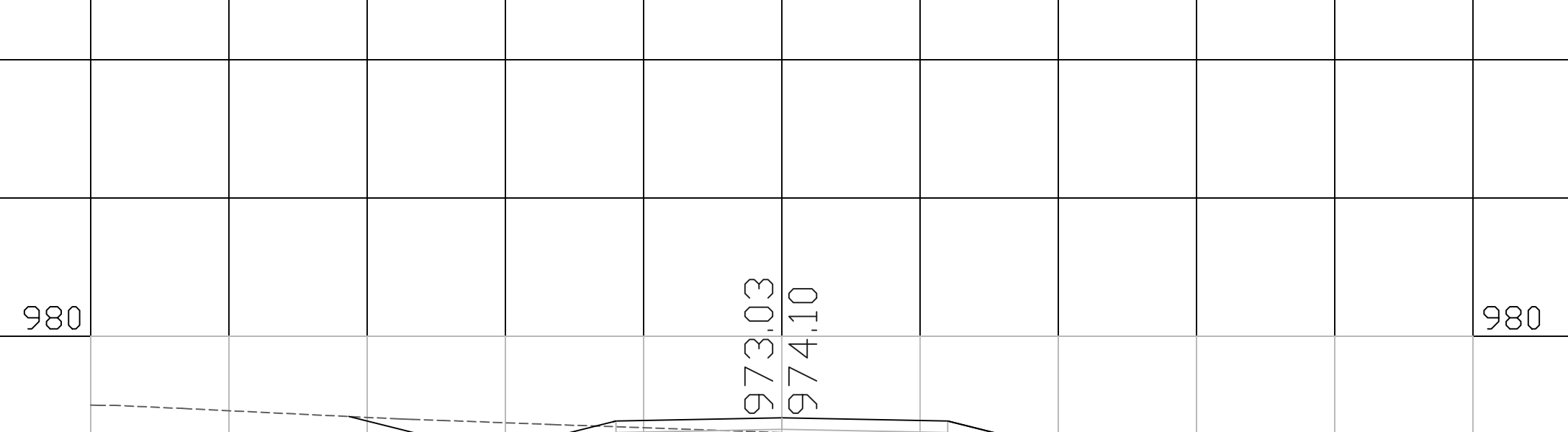
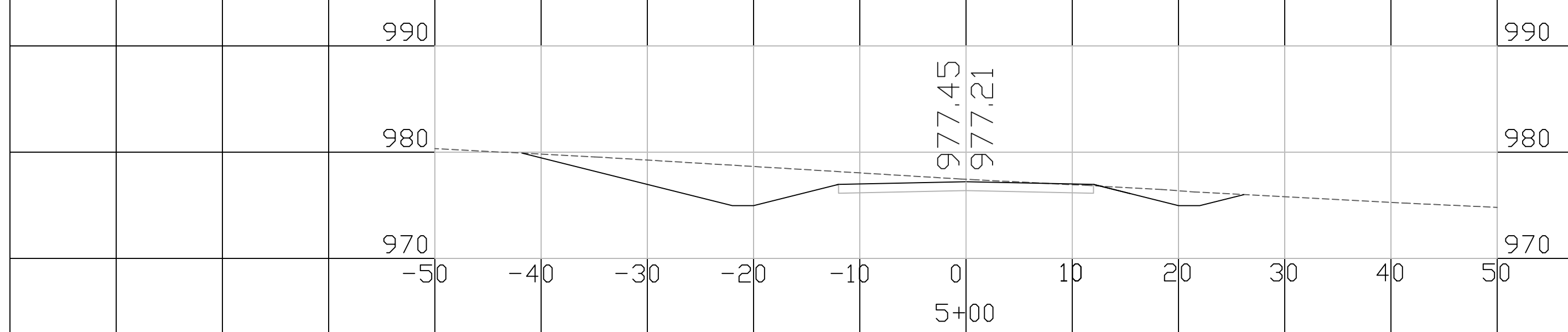
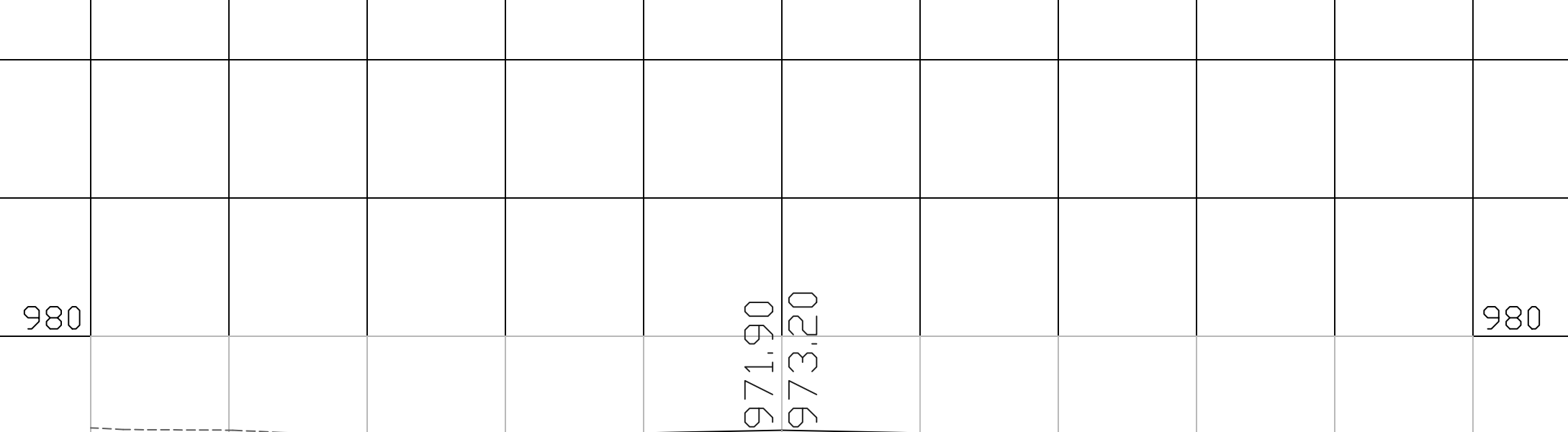
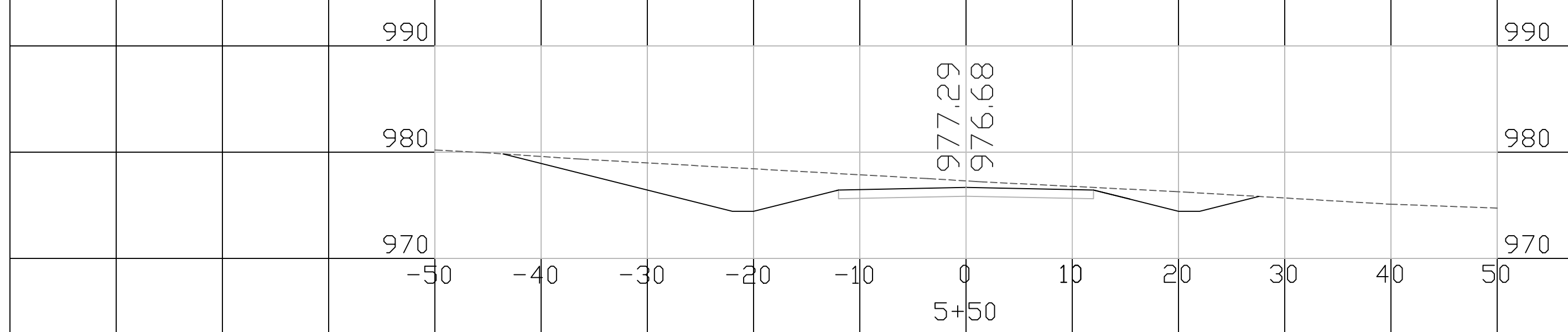
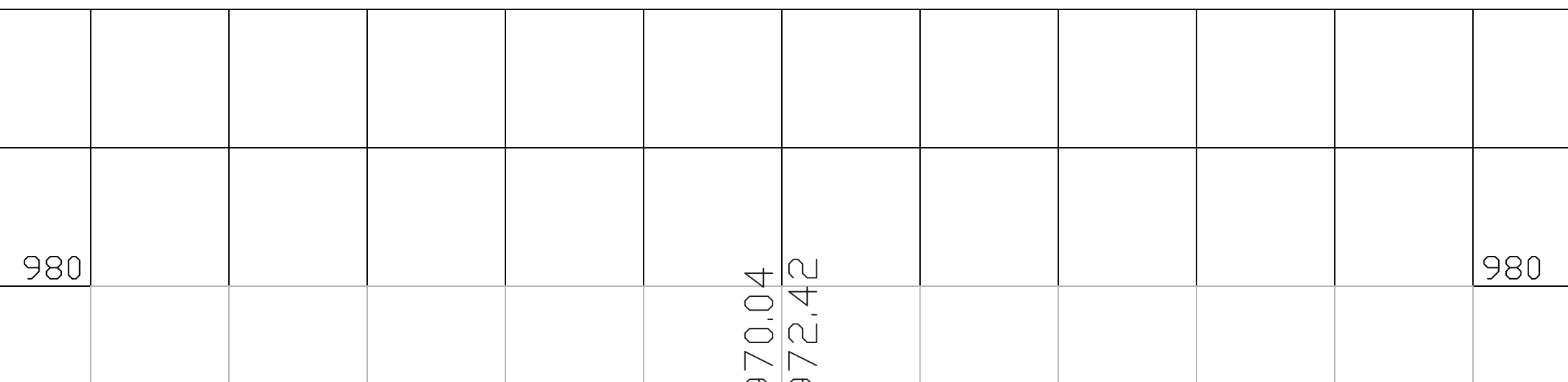
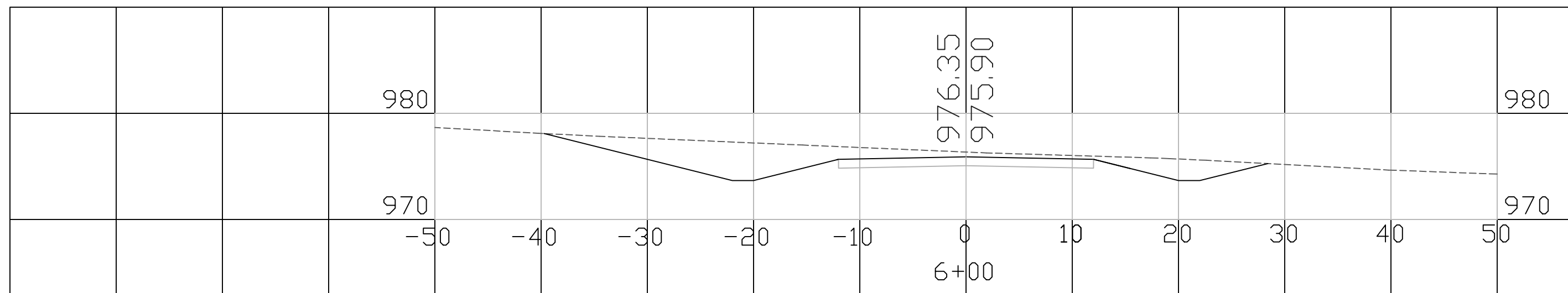


5	NO.	DATE	REVISIONS	BY	APP'D
4					
3					
2					
1					
Designed By					
Drawn By					
Checked By					
Issue Date					
Job No.					
169th STREET EXTENSION LEAVENWORTH COUNTY KS					
DETAILS					
SHEET NO. 7 OF 12					

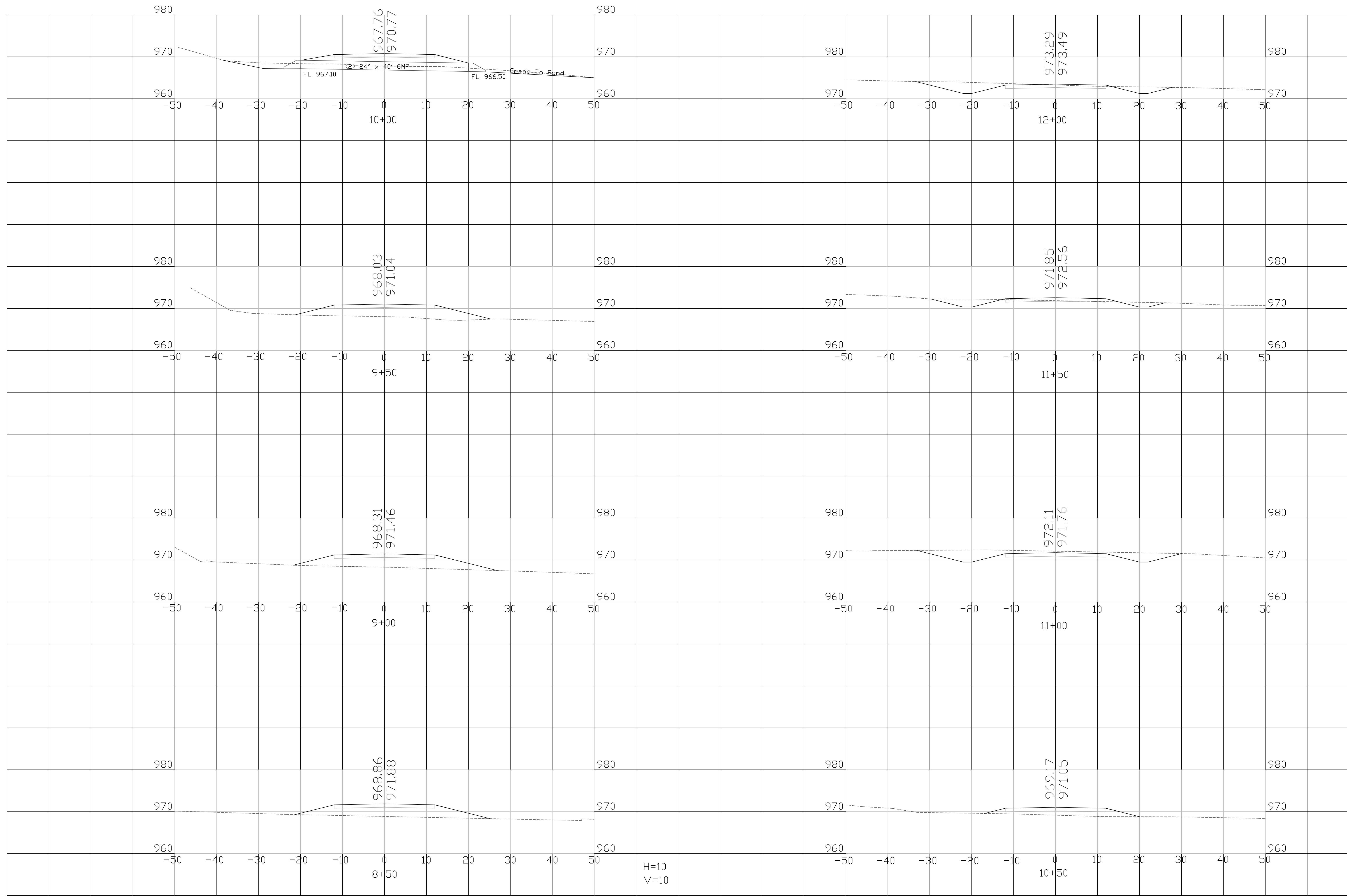


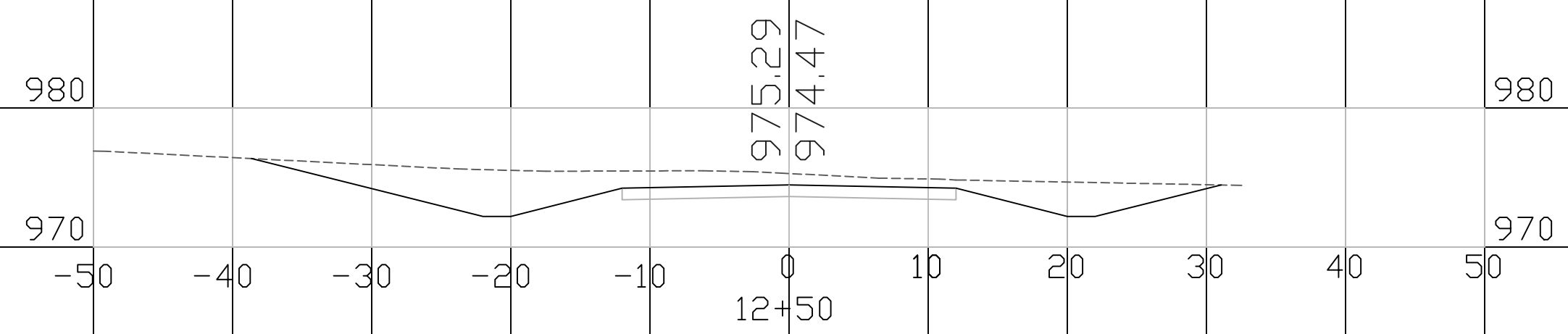
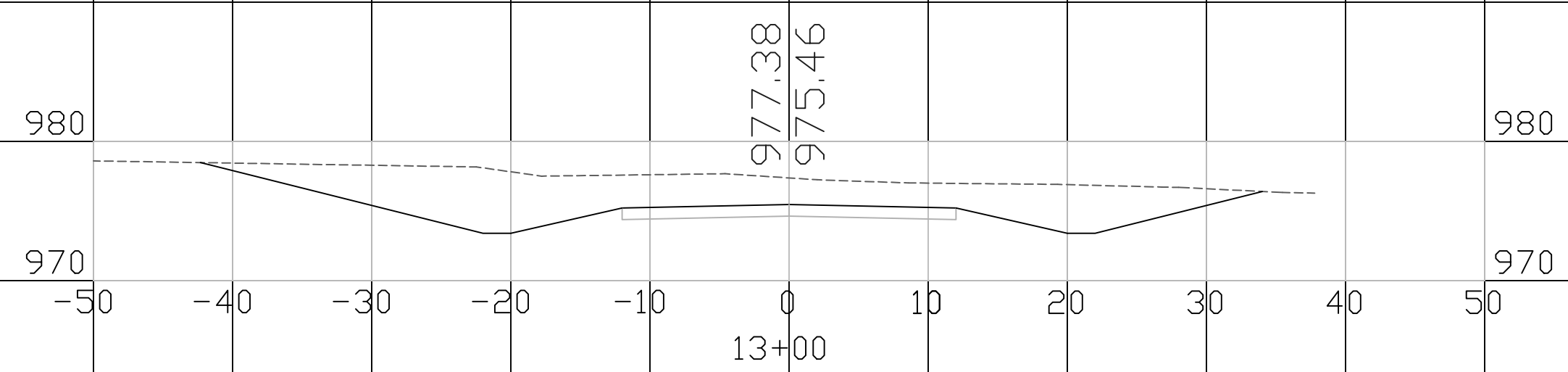
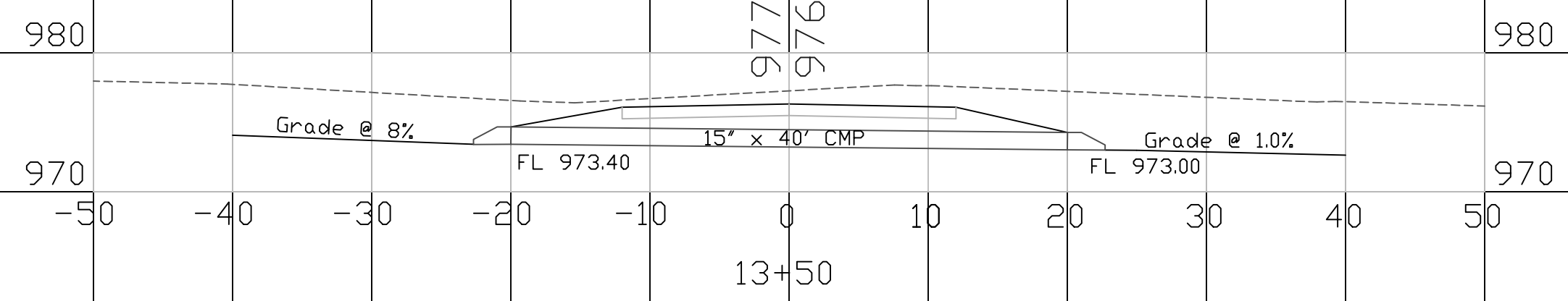






H=10  
V=10





H=10  
V=10

# LEE CHILES 3RD PLAT

A Replat of Lot 1, LEE CHILES SUBDIVISION Phase 1, and a tract of land in the Northeast Quarter of Section 16, Township 11 South, Range 22 East Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Precision Contracting & Development Inc.  
15395 Briar Road Suite A  
Basehor, Kansas 66007  
PID #185-16-0-00-00-012  
PID #185-16-0-00-00-020

RECORD DESCRIPTION:  
Tract I:  
Lot 1, LEE CHILES SUBDIVISION PHASE 1, Leavenworth County, Kansas.

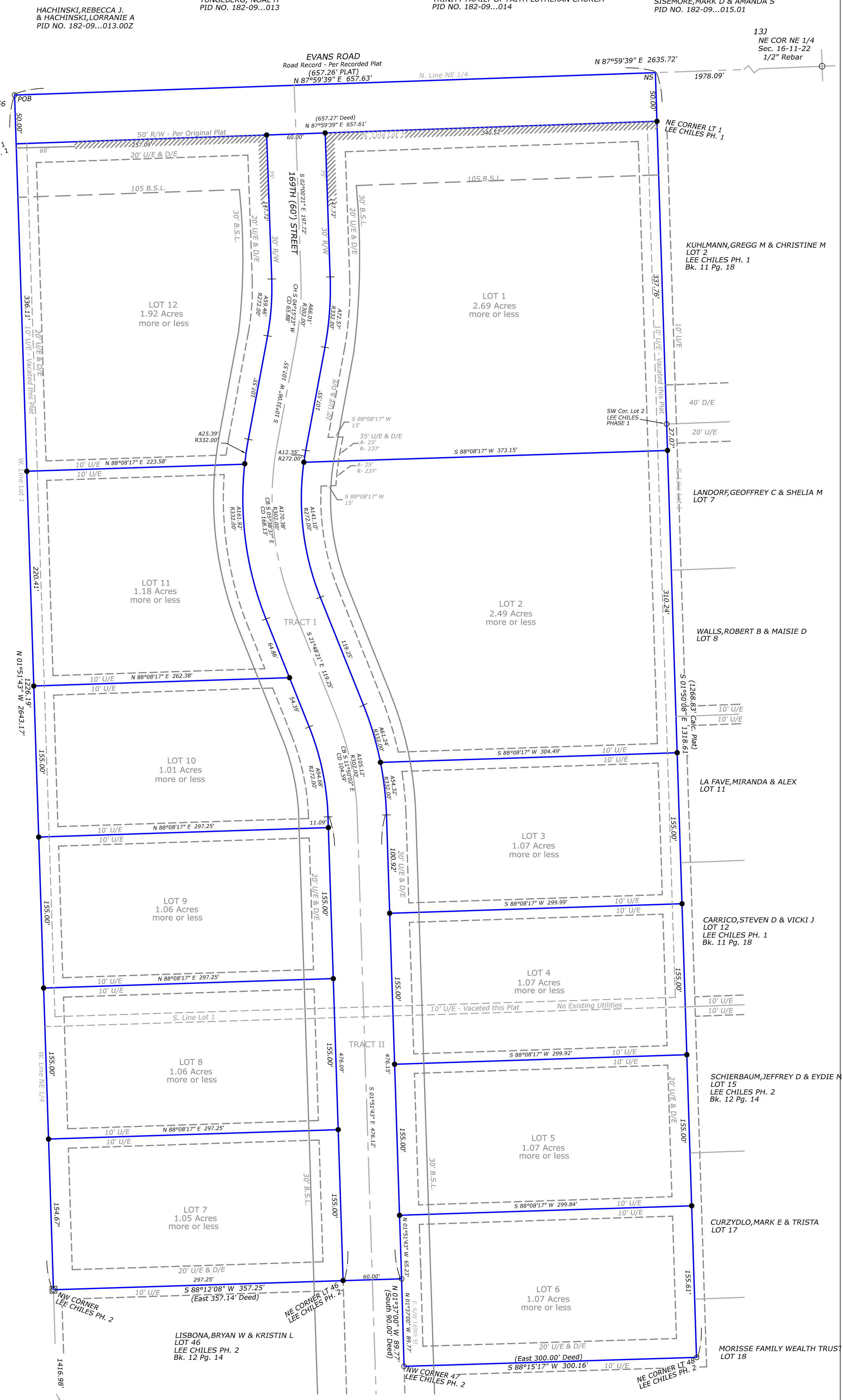
Tract II:  
The West 1/4 of the Northeast Quarter of Section 16, Township 11, Range 22 East, Leavenworth County, Kansas, beginning 966.47 feet South of the Northwest corner; thence South 268.99 feet; thence East 357.14 feet; thence South 90 feet; thence East 300.00 feet; thence North 360 feet; thence West 657.47 feet to Point of beginning.

SURVEYOR'S DESCRIPTION:  
Lot 1, LEE CHILES SUBDIVISION, PHASE 1, and a part of the West half of the Northeast Quarter of Section 16, Township 11 South, Range 22 East of the 6th PH., as written by Joseph A. Herring PS-1296 on December 12, 2021, being more fully described as follows:  
Beginning at the Northwest corner of said Northeast Quarter; thence North 87 degrees 59'39" East for a distance of 657.63 feet along the North line of said Northeast Quarter; thence South 01 degrees 50'08" East for a distance of 1318.81 feet along the East line of said Lot 1 and also the West line of LEE CHILES SUBDIVISION PHASE 2 to the Northeast corner of Lot 48 of said LEE CHILES SUBDIVISION PHASE 2; thence South 88 degrees 15'17" West for a distance of 300.16 feet on the North line of said Lot 48 and Lot 47 of said Lee Chiles to the Northwest corner of Lot 47 of said LEE CHILES SUBDIVISION PHASE 2; thence North 01 degrees 37'00" West for a distance of 89.77 feet along the East right of line of 169th Street; thence South 88 degrees 12'08" West for a distance 357.25 feet along the Easterly extension of the North line of Lot 46 and along the North line of said Lot 46 of said Lee Chiles to the Northwest corner of Lot 46 of said LEE CHILES SUBDIVISION PHASE 2; thence North 01 degrees 51'43" West for a distance of 1226.19 feet along the West line of said Lot 1 to point of beginning.  
Together with and subject to covenants, easements, and restrictions of record. MORRISON, R CHANDLER & ERIN L Said property contains 19.14 acres, more or less, including road right of way. PID NO. 182-09...012  
Error of Closure: 1 - 145802

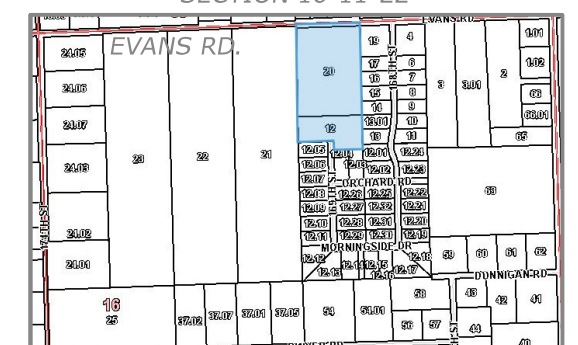
- RESTRICTIONS:  
1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.  
2) An Engineered Waste Disposal System will be required per Sanitary Sewer Codes.  
3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.  
4) Lots are subject to the current Access Management Policy  
5) No off-plat restrictions.
- ZONING:  
R-1 (43), One-Family Dwelling District  
Current Use - Rural Residential and Agriculture

- NOTES:  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Error of Closure Calculations  
5) Basis of Bearing - KS SPC NORTH Zone 1501 North Line of the Northeast Quarter  
6) Monument Origin Unknown, unless otherwise noted.  
7) Proposed Lots for Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
10) Project Benchmark (BM) - NW COR NE 1/4- 1/2" Bar - 840'  
11) Easements, if any, are created hereon or listed in referenced title commitment.  
12) Reference Recorded Deed Document No. 2020R1331  
13) Utility Companies -  
- Water - Suburban  
- Electric - Evergy  
- Sewer - Septic  
- Gas - Propane / Natural Gas  
14) Reference Security 1st Title Report No: 2478273 Effective Date October 1, 2021  
15) Property is not in a Special Flood Hazard Area per FEMA FIRN Map 2013C0360G dated July 16, 2015  
16) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 10'  
- All rear yard setbacks - 30' (Accessory - 15')  
17) Distances to and of structures, if any, are +- 1'.  
18) Easements as per referenced Title Commitment are shown hereon, if any.  
19) Fence Lines do not necessarily denote the boundary line for the property.  
20) Reference Surveys:  
- Recorded Plat of LEE CHILES SUBDIVISIONS  
- Phase 1 - Book 11 Page 18 dated 1987  
- Phase 2 - Book 12 Page 14 dated 1990

- LEGEND:  
● - 1/2" Rebar Set with Cap No. 1296  
○ - 1/2" Rebar Found, unless otherwise noted.  
□ - Concrete Base around monument  
△ - PK Nail Found in Place  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement dedicated this plat  
C - Centerline  
S - Section Line  
BM - Benchmark  
- - - - - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
A - Arc Distance  
R - Radius Distance  
CB - Chord Bearing  
CD - Chord Distance



11J  
NW COR NE 1/4  
Sec. 16-11-22  
1/2" Rebar Cap #356



11L  
SW COR NE 1/4  
Sec. 16-11-22  
5/8" Rebar

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: LEE CHILES 3RD PLAT.

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

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

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

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

In accordance with KSA 12-512b, all rights, obligations, reservations, easements, or interest not shown on this plat shall be vacated as to use and as to title, upon filing and recording of this plat. The proprietors, successors and assigns of property shown on this plat hereby absolve and agree, jointly and severally, to indemnify Leavenworth County, Kansas, of any expense incident to the relocation of any existing utility improvements heretofore installed and required to be relocated in accordance with proposed improvements described in this plat.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of LEE CHILES 3RD PLAT, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Gerald St. Peter, President  
PRECISION CONTRACTING & DEVELOPMENT INC

NOVO-GRADAC, DAVID K & ELIZABETH L  
PID NO. 181-16...021

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said County and State came Gerald St. Peter, President Precision Contracting & Development Inc., to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of LEE CHILES 3RD PLAT this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Secretary  
Krystal A. Voth

Chairman  
Steven Rosenthal

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of LEE CHILES 3RD PLAT, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman  
Michael Smith

County Clerk  
Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

I hereby certify that this plat meets the requirements of K.S.A. 58-2025. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

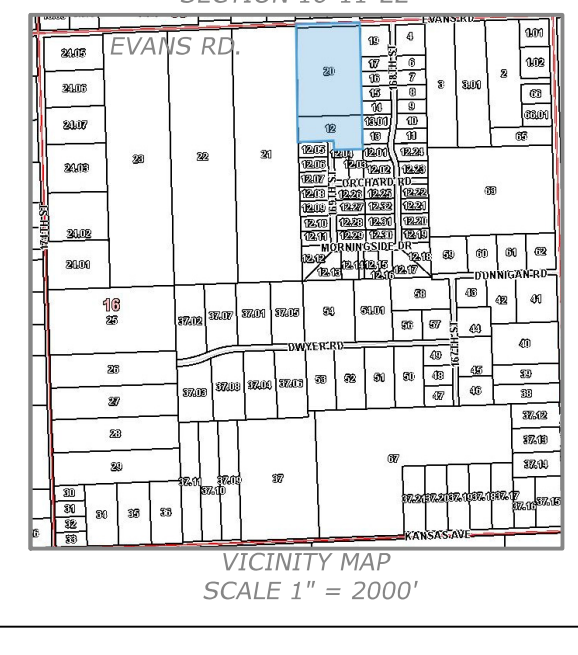
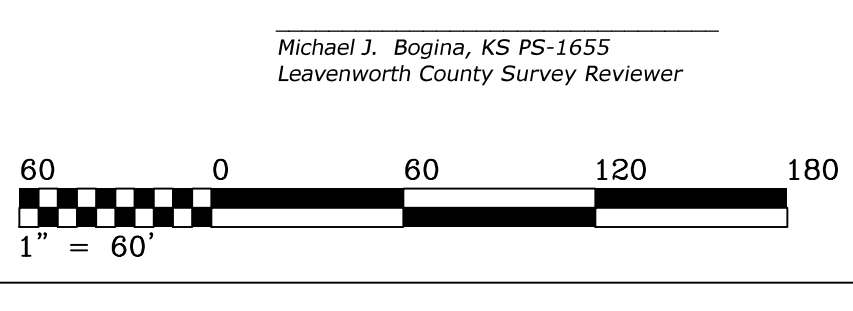
Michael J. Bogina, KS PS-1655  
Leavenworth County Survey Reviewer

Scale 1" = 60'

Job # K-20-1388  
October 21, 2021 Rev. 1/26/22

J. HERRING, INC. (dba)  
SURVEYING  
COMPANY

315 North 5th Street, Leav., KS 66048  
Ph. 913.661.3858 Fax 913.674.5381  
Email - survey@camcash.com



REED, RYAN C & JADA M  
LOT 47

ASHWELL, SUZIE K; TRUST  
LOT 48

LEE CHILES PH. 2  
Bk. 12 Pg. 14

MORRISON, R CHANDLER & ERIN L  
PID NO. 182-09...012

KUHLMANN, GREGG M & CHRISTINE M  
LOT 2  
LEE CHILES PH. 1  
Bk. 11 Pg. 18

LANDORF, GEOFFREY C & SHELIA M  
LOT 7

WALLS, ROBERT B & MAISIE D  
LOT 8

LA FAVE, MIRANDA & ALEX  
LOT 11

CARRICO, STEVEN D & VICKI J  
LOT 12  
LEE CHILES PH. 1  
Bk. 11 Pg. 18

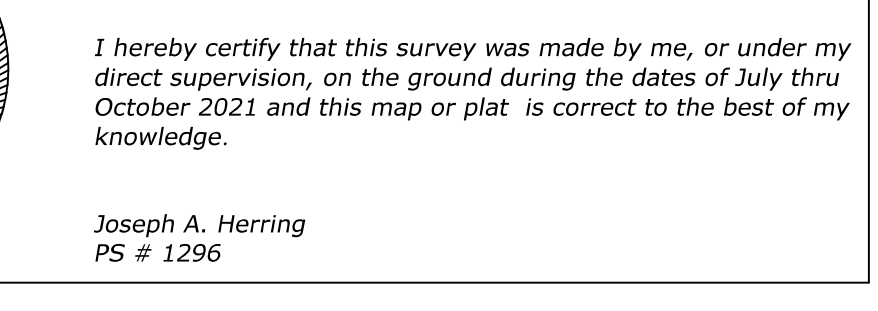
SCHIERBAUM, JEFFREY D & EYDIE M  
LOT 15  
LEE CHILES PH. 2  
Bk. 12 Pg. 14

CURZYDLO, MARK E & TRISTA  
LOT 17

MORRISON, R CHANDLER & ERIN L  
PID NO. 182-09...012

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

Joseph A. Herring  
PS # 1296



**\*\*\*Consent Agenda\*\*\***  
**Leavenworth County**  
**Request for Board Action**  
**Case No. DEV-21-198**  
**Final Plat High Prairie South**

**Date:** February 23, 2022  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:** The applicants are requesting a Preliminary and Final Plat for a six lot subdivision.

**Analysis:** The applicant is proposing a six-lot subdivision. The subdivision is an extension of Primrose Estates directly to the north. The applicant is proposing to extend Ryan Drive. The applicant is responsible for obtaining water for the lots. Water District 13 is located directly to the north and serves the adjacent subdivision. The preliminary plat was approved by the Planning Commission in 2021. All engineering, survey and planning comments have been addressed to date. However, the following is a requirement for the building of the roadway.

Per Public Works comment:

Prior to acceptance of the roadway, the developer will be responsible for submitting payment for the future third coat of chip & seal. The third coat will be applied the following year, after completion/acceptance of the roadway. Public Works will provide an estimate for the cost based upon Dust Control costs with assumed inflation.

If this estimate is higher than the actual cost, the developer will be refunded the difference. However, if this estimate is lower than the actual cost, the developer will be invoiced for the difference, provided the appropriate documentation to account for the billing, and will be given 90 days to pay the County. If that payment is not received, all future building permits will be held up until payment has been provided. This is a required condition (condition 3).

Staff is supportive of the plat as presented.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No.DEV-21-198 Final Plat for High Prairie South subject to conditions.

**Alternatives:**

1. Approve Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00

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



**\*\*\*Consent Agenda\*\*\***  
**Case No. DEV-21-198**  
**High Prairie South**  
**Final Plat**

**Staff Report – Board of County Commissioners**

**February 23, 2022**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Larry Northrop  
25800 Linwood Road  
Lawrence, KS

**Agent:** Joe Herring

**Legal Description:** A tract of land in the south half of Section 15, Township 12 South, Range 20 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 18 acres

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

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

**Parcel ID No.:** 215-15-0-00-00-022.00

**Planner:** Krystal A. Voth

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**REPORT:**

**Planning Commission Recommendation:**

The Planning Commission recommended 9-0 to approve Case No.DEV-21-198, Final Plat for High Prairie South, with the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
  - a. Lauren Anderson – Public Works, January 24, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. The developer is responsible to obtaining water for the subdivision.
6. At time of development, fire hydrants shall be required if necessary infrastructure is available.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

**Request**

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

**Adjacent Land Use**

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



### **Flood Plain**

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

### **Utilities/Services**

Sewer: Private septic system  
Fire: Reno  
Water: RWD 13  
Electric: Evergy

### **Access/Streets**

The property is currently accessed via an easement off of Linwood Road. This easement was granted by KDOT during the expansion of I-70. However, the newly created lots will be accessed off of Ryan Drive, and extension from the subdivision directly to the north.

### **Agency Comments**

See attached comments – Email – Lauren Anderson – Public Works, January 24, 2022

### **Findings**

1. The propose subdivision is consisted with the RR 2.5 Zoning District. Each lot meets the width-to-depth ratio.
2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code.
3. At time of development, fire hydrants shall be required if necessary infrastructure is available.
4. The subdivision is in accordance with the comprehensive plan.

### **Subdivision Classification**

This is classified as a Class “C” Subdivision. According to the Leavenworth County Zoning & Subdivision regulations, a Class “C” Subdivision is any subdivision in which all the lots lie within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660’ of the subdivision. (See condition 4.)

### **Staff Comments**

The applicant is proposing a six-lot subdivision. The subdivision is an extension of Primrose Estates directly to the north. The applicant is proposing to extend Ryan Drive. The applicant is responsible for obtaining water for the lots. Water District 13 is located directly to the north and serves the adjacent subdivision. The preliminary plat was approved by the Planning Commission in 2021. All engineering, survey and planning comments have been addressed to date. However, the following is a requirement for the building of the roadway.

Per Public Works comment:

Prior to acceptance of the roadway, the developer will be responsible for submitting payment for the future third coat of chip & seal. The third coat will be applied the following year, after completion/acceptance of the roadway. Public Works will provide an estimate for the cost based upon Dust Control costs with assumed inflation.

If this estimate is higher than the actual cost, the developer will be refunded the difference. However, if this estimate is lower than the actual cost, the developer will be invoiced for the difference, provided the appropriate documentation to account for the billing, and will be given 90 days to pay the County. If that payment is not received, all future building permits will be held up until payment has been provided. This is a required condition (condition 3).

Staff is supportive of the plat as presented.

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### **ACTION OPTIONS:**

1. Approve Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-21-198 Final Plat for High Prairie South, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

---

**ATTACHMENTS:**

Aerial Map  
Memorandums  
Final Plat

## Voth, Krystal

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**From:** Anderson, Lauren  
**Sent:** Monday, January 24, 2022 10:50 AM  
**To:** Voth, Krystal  
**Cc:** Noll, Bill  
**Subject:** High Prairie Pointe (Chip & Seal Conditions)

Krystal,

High Prairie Pointe South includes the construction of a chip & seal roadway. Policy allows the developer to place the first two applications of chip & seal and then pay the county for a future 3<sup>rd</sup> coat. We would like the following comments included in the plat approval conditions:

Prior to acceptance of the roadway, the developer will be responsible for submitting payment for the future third coat of chip & seal. The third coat will be applied the following year, after completion/acceptance of the roadway. Public Works will provide an estimate for the cost based upon Dust Control costs with assumed inflation.

If this estimate is higher than the actual cost, the developer will be refunded the difference. However, if this estimate is lower than the actual cost, the developer will be invoiced for the difference, provided the appropriate documentation to account for the billing, and will be given 90 days to pay the County. If that payment is not received, all future building permits will be held up until payment has been provided.

Thanks,

Lauren Anderson  
Engineering Superintendent  
Leavenworth County Public Works  
300 Walnut, Suite 007  
Leavenworth, KS 66048  
C: 573.808.6102 (Working Out of Office During Covid-19)  
O: 913.684.0471  
[landerson@leavenworthcounty.gov](mailto:landerson@leavenworthcounty.gov)

# HIGH PRAIRIE POINTE SOUTH

A Subdivision in the South Half of Section 15, Township 12 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

### PREPARED FOR:

Larry Northrop  
25800 Linwood Road  
Lawrence, Kansas  
PID # 215-15-0-00-022

### SURVEYOR'S DESCRIPTION:

A tract of land in the South Half of Section 15, Township 12 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on December 12, 2021, more fully described as follows: Commencing at the Southwest corner of HIGH PRAIRIE POINTE 3RD REPLAT; thence North 88 degrees 39'25" East for a distance of 7.89 feet along the South line of said HIGH PRAIRIE POINTE 3RD REPLAT to the TRUE POINT OF BEGINNING; thence continuing North 88 degrees 39'25" East for a distance of 60.06 feet along said South line; thence North 88 degrees 32'10" East for a distance of 1332.75 feet along the South line of said HIGH PRAIRIE POINTE 3RD REPLAT and along the South line of PRIMROSE HILL ESTATES; thence South 02 degrees 37'14" East for a distance of 185.33 feet to Northerly right of way line of Interstate 70 Kansas Turnpike; thence North 56 degrees 01'26" West for a distance of 22.25 feet along said right of way; thence South 54 degrees 30'50" West for a distance of 328.04 feet along said right of way; thence South 43 degrees 12'15" West for a distance of 101.98 feet along said right of way; thence South 54 degrees 30'50" West for a distance of 99.98 feet along said right of way; thence South 65 degrees 49'19" West for a distance of 102.00 feet along said right of way; thence South 54 degrees 30'50" West for a distance of 280.00 feet along said right of way; thence South 43 degrees 12'15" West for a distance of 101.98 feet along said right of way; thence South 54 degrees 30'50" West for a distance of 100.00 feet along said right of way; thence South 65 degrees 49'26" West for a distance of 101.98 feet along said right of way; thence South 54 degrees 30'50" West for a distance of 75.00 feet along said right of way; thence South 77 degrees 51'40" West for a distance of 306.45 feet along said right of way; thence North 02 degrees 18'11" West for a distance of 947.47 feet to point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 19.73 acres, more or less, including road right of way.  
Error of Closure: 1 - 448169

### CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: HIGH PRAIRIE POINTE SOUTH

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

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

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

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

### IN TESTIMONY WHEREOF,

We, the undersigned owners of HIGH PRAIRIE POINTE SOUTH, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Larry Northrop

### NOTARY CERTIFICATE:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said County and State came Larry Northrop, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

### NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ (seal)

TUMMONS, VIRGINIA P & DONALD LEE  
PID # 215-15...020

### APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of HIGH PRAIRIE POINTE SOUTH this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Secretary  
Krystal A. Voth

Chairman  
Steven Rosenthal

### COUNTY ENGINEER'S APPROVAL:

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

County Engineer - Mitch Pleak

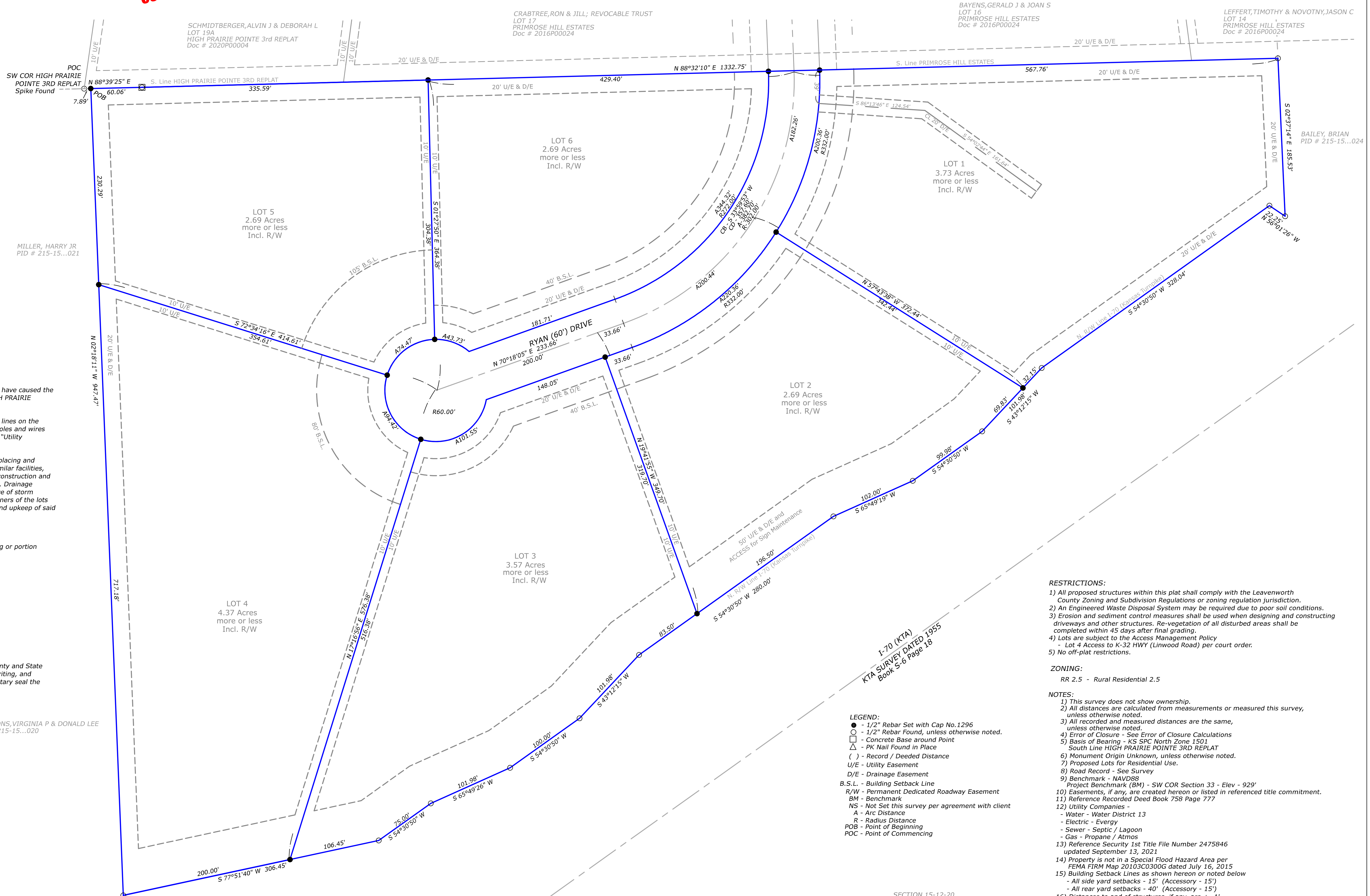
### COUNTY COMMISSION APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of LEE CHILES 3RD PLAT, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Chairman  
Michael Smith

County Clerk  
Attest: Janet Klasinski

12-20-2021  
Olsson Review  
No further  
comments



- ### LEGEND:
- - 1/2" Rebar Set with Cap No. 1296
  - - 1/2" Rebar Found, unless otherwise noted.
  - - Concrete Base around Point
  - △ - PK Nail Found in Place
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement
  - BM - Benchmark
  - NS - Not Set this survey per agreement with client
  - A - Arc Distance
  - R - Radius Distance
  - POB - Point of Beginning
  - POC - Point of Commencing

### RESTRICTIONS:

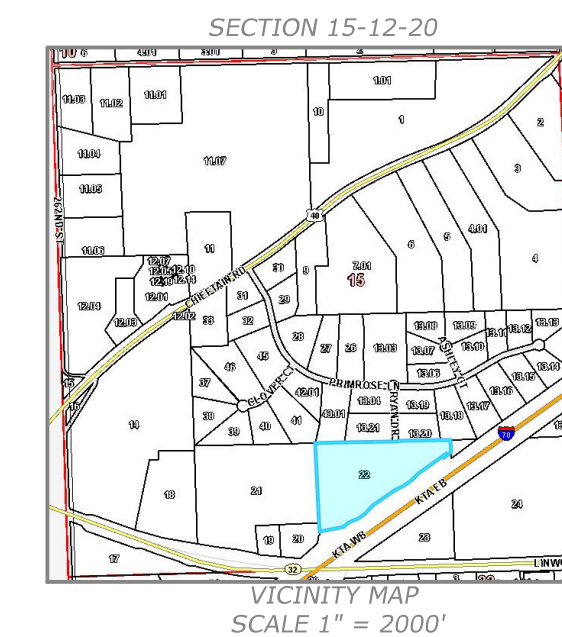
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the Access Management Policy - Lot 4 Access to K-32 HWY (Linwood Road) per court order.
- 5) No off-plat restrictions.

### ZONING:

RR 2.5 - Rural Residential 2.5

### NOTES:

- 1) This survey does not show ownership.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All recorded and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Error of Closure Calculations
- 5) Basis of Bearing - KS SPC North Zone 1501
- 6) South Line HIGH PRAIRIE POINTE 3RD REPLAT
- 6) Monument Origin Unknown, unless otherwise noted.
- 7) Proposed Lots for Residential Use.
- 8) Road Record - See Survey
- 9) Benchmark - NAVD88
- 10) Project Benchmark (BM) - SW COR Section 33 - Elev - 929'
- 10) Easements, if any, are created hereon or listed in referenced title commitment.
- 11) Reference Recorded Deed Book 758 Page 777
- 12) Utility Companies -
  - Water - Water District 13
  - Electric - Evergy
  - Sewer - Septic / Lagoon
  - Gas - Propane / Atmos
- 13) Reference Security 1st Title File Number 2475846 updated September 13, 2021
- 14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0300G dated July 16, 2015
- 15) Building Setback Lines as shown hereon or noted below
  - All side yard setbacks - 15' (Accessory - 15')
  - All rear yard setbacks - 40' (Accessory - 15')
- 16) Distances to and of structures, if any, are +- 1'.
- 17) Easements as per referenced Title Commitment are shown hereon, if any.
- 18) Fence Lines do not necessarily denote the boundary line for the property.
- 19) Reference Surveys:
  - Recorded Plat HIGH PRAIRIE POINTE
  - Recorded Plat PRIMROSE ESTATES
  - A.P.Tanking - Survey work along KTA



### REGISTER OF DEED CERTIFICATE:

Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

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

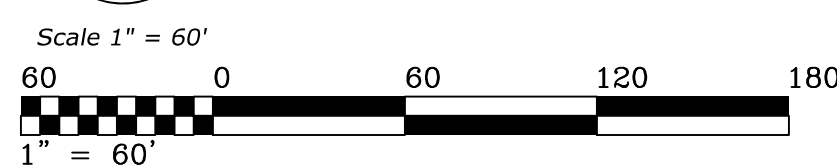
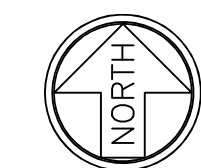


I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of August thru September, 2021 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

Job # K-21-1498  
December 8, 2021 Rev. 1/10/22

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



**\*\*\*Consent Agenda\*\*\***  
**Leavenworth County**  
**Request for Board Action**  
**Case No. DEV-22-002/003**  
**Preliminary & Final Plat Z & A 5 Farms**

**Date:** February 23, 2022  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

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

**Additional Reviews as needed:**

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

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**Action Requested:** The applicants are requesting a Preliminary and Final Plat for a two lot subdivision. Both lots are approximately 2.5 acres, in size.

**Analysis:** The applicant is requesting a two-lot subdivision. Each lot meets the minimum requirements for lots created in RR-2.5 zoning district. Both lots are approximately 2.50 acres in size and both access off of 242nd Street. According to Rural Water District #13, the applicant will have to complete a feasibility study, pay for a water main extension and benefit units prior to receiving water service. Staff is generally supportive of this request.

**Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00

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

# Leavenworth County, KS



## Legend

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

## Notes

200.0 0 100.00 200.0 Feet

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**\*\*\*Consent Agenda\*\*\***  
**Case No. DEV-22-002/003**  
**Z & A 5 Farms**  
**Preliminary and Final Plat**

**Staff Report – Board of County Commissioners**

**February 23, 2022**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Bradley Willis  
24338 147<sup>th</sup> Street  
Tonganoxie, KS 66086

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

**Legal Description:** A tract of land in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 5.01 acres

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

**Comprehensive Plan:** This parcel is within the Residential (2.5-acre minimum) land use category.

**Parcel ID No.:** 206-13-0-00-00-013.00

**Planner:** Joshua Gentzler

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**REPORT:**

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission voted 9-0 to recommend approval of Case No. DEV-22-002 & 003, Preliminary and Final Plat for Z & A 5 Farms, with the following conditions:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
  - a. Chuck Magaha – Emergency Management, January 26, 2022
  - b. Joe Osborn - Rural Water District 13, January 7, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required if necessary infrastructure is available.
6. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

**Request**

The applicant is requesting a Preliminary and Final Plat for a two (2) lot subdivision.

**Adjacent Land Use**

The surrounding properties are residences and farms on varying sized parcels ranging from 4 acres to 87 acres in size.

### **Flood Plain**

There is Zone A Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0300G July 16, 2015.

### **Utilities/Services**

Sewer: Private septic system  
Fire: Tonganoxie  
Water: Rural Water District 13  
Electric: Freestate

### **Access/Streets**

The property is accessed by 242<sup>nd</sup> Street. This road is a County local road with a gravel surface ± 22' wide.

### **Agency Comments**

See attached comments – Email – Mitch Pleak – Public Works, January 19, 2022  
See attached comments – Email – Mike Bogina – County Surveyor Reviewer, January 20, 2022  
See attached comments – Email – Chuck Magaha – Emergency Management, January 26, 2022  
See attached comments – Email – Joe Osborn – Rural Water District 13, January 7, 2022  
See attached comments – Email – Amanda Tarwater – FreeState, Month day, 2022

### **Findings**

1. The proposed subdivision is consistent with the zoning district of RR 2.5; Rural Residential Zoning 2.5-acre minimum size parcels and meets the lot-depth to lot-width ratio of 3.5:1, has the minimum frontage of 200', and the minimum lot size of 2.5 acres.
2. The property is not within a sewer district boundary or is within 660 feet of the incorporated limits of a municipality; therefore, a waiver to the requirement of allowing private septic systems is supported by staff. A private sewage disposal permit may be issued per Leavenworth County Sanitary Code requirements.
3. At time of development, fire hydrants shall be required if necessary infrastructure is available.
4. The proposed subdivision is in accordance with the Comprehensive Plan.

### **Subdivision Classification**

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

Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.)

### **Staff Comments**

The applicant is requesting a two-lot subdivision. Each lot meets the minimum requirements for lots created in RR-2.5 zoning district. Both lots are approximately 2.50 acres in size and both access off of 242<sup>nd</sup> Street. According to Rural Water District #13, the applicant will have to complete a feasibility study, pay for a water main extension and benefit units prior to receiving water service. Staff is generally supportive of this request.



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**ACTION OPTIONS:**

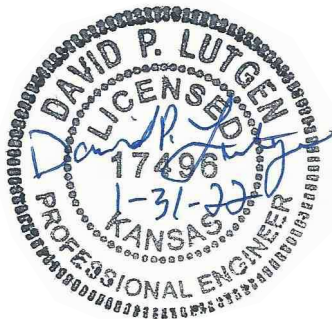
1. Approve Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-002/003, Preliminary and Final Plat for Z & A 5 Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

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**ATTACHMENTS:**

Aerial Map  
Memorandums  
Preliminary and Final Plat

Z & A 5 Farms  
Leavenworth County Kansas  
Drainage Report  
November 7, 2021  
January 14, 2022  
Revised January 31, 2022



**Parcel Information** - The 5.0-acre (+/-) parcel is located on 242<sup>nd</sup> Street south of Evans Road in Leavenworth County KS. The property is zoned RR 2.5.

**Existing Conditions** – There is a house, driveway, and several outbuildings on the property. There is an area in the north east corner of the property that appears to be used as pasture. A portion of the property is wooded. The remainder of the parcel is maintained as a grass lawn. The parcel slopes to the south east as shown on Exhibit #1.

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

Existing	c value	Acres in each Drainage Area			
		DA #1			
Wooded	0.35	1.55			
Pasture	0.36	0.40			
Gravel Drive	0.50	0.11			
Impervious	0.90	0.22			
Grass	0.20	2.72			
Composite c		0.30			

$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Pasture Acres} * 0.36 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

**Developed Conditions** – The proposed development will create two residential building lots. Lot #1 has an existing home, driveway and barn. It is assumed that the existing barn on Lot #2 will remain. The new home is assumed to be located as shown on exhibit #1. A composite c value was calculated for the drainage areas as shown in the table below. The composite c value is based on the soil type, slopes, and land use, see Exhibits #2, #3, and #4. The developed storm water runoff calculations include 4,000 sq ft of impervious area for the house and driveway on Lot #2. Note that this is less than the 10,000 sq ft of impervious area that is generally used in drainage reports. This is due to the County regulation that limits the size of outbuildings on lots smaller than 2.51 acres. No additional accessory structures would

be allowed on Lot #2 per current County regulation. A composite c value for the drainage area was calculated as shown below.

Per LV County request, an additional 1,710 sq ft (0.04 acres) of future impervious area was included for Lot #1. This additional 0.04 acres is the maximum amount of additional impervious area that would be allowed per County regulation. Note that this small change, 0.04 acres, did not change the composite c value which remains at 0.31. The table below has been updated per the County’s request.

Developed	c value	Acres in each Drainage Area			
		DA #1			
Wooded	0.35	1.55			
Pasture	0.36	0.36			
Gravel Drive	0.50	0.11			
Impervious	0.90	0.35			
Grass	0.20	2.63			
Composite c		0.31			

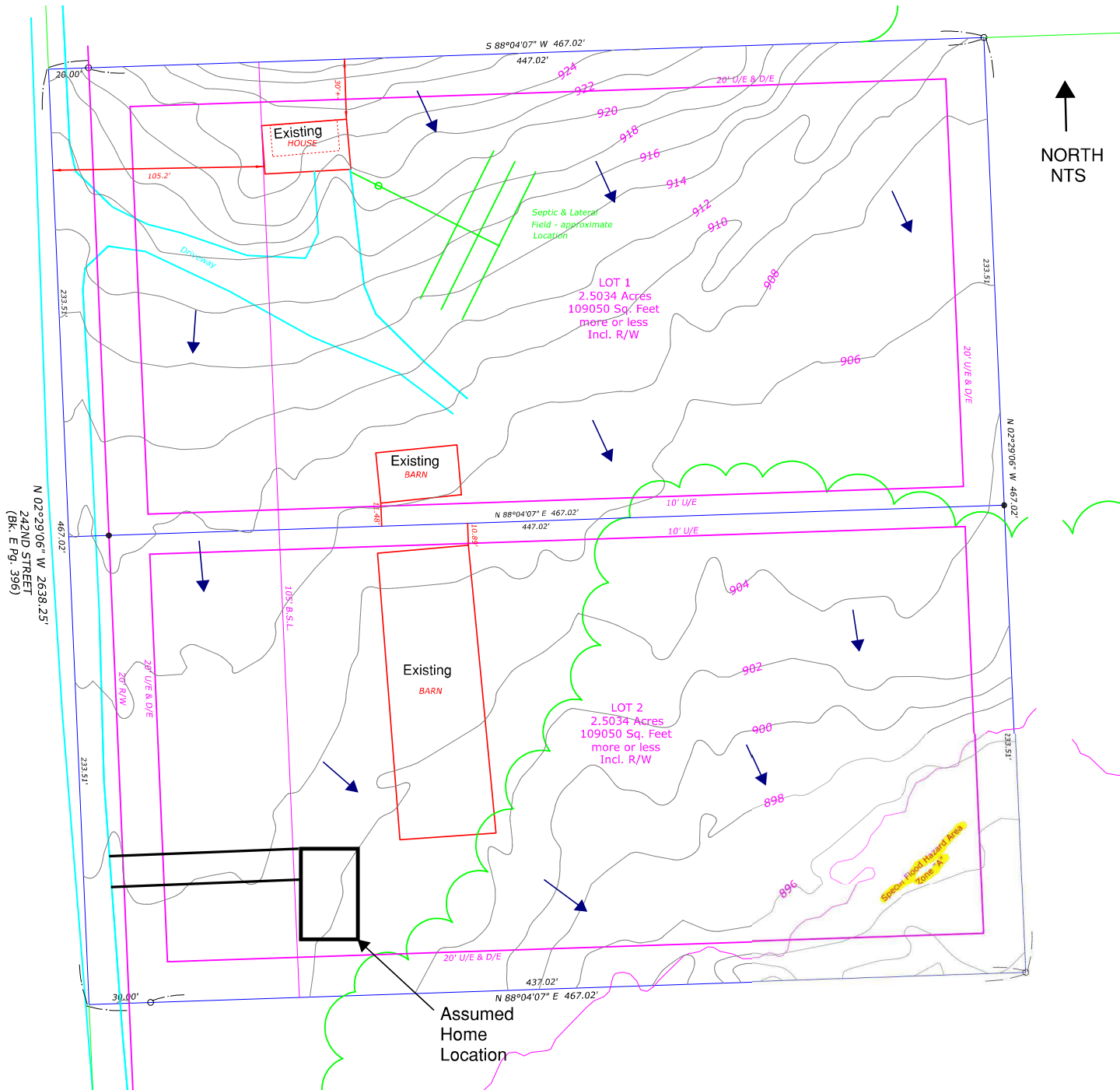
$$\text{composite c} = \frac{(\text{Wooded Acres} * 0.35 + \text{Pasture Acres} * 0.36 + \text{Gravel Acres} * 0.50 + \text{Impervious Acres} * 0.90 + \text{Grass Acres} * 0.20)}{\text{Total Acres}}$$

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

DA #1		
	Q10 cfs	Q100 cfs
<b>Existing</b>	7.8	13.8
<b>Developed</b>	8.2	14.5
<b>Change</b>	5%	5%

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

**Conclusion** – The change in land use for this parcel of ground results in a small increase in storm water runoff from the site.





Map Unit Symbol	Map Unit Name
7051	Kennebec silt loam, frequently flooded
7303	Martin silty clay loam, 3 to 7 percent slopes, eroded
7305	Martin silty clay loam, 7 to 12 percent slopes, eroded
7550	Rosendale-Bendena silty clay loams, 3 to 40 percent slopes

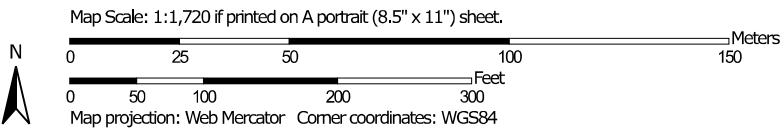


TABLE 1 Values of Runoff Coefficient C

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

AGRICULTURAL AREAS:

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

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

# EXHIBIT #3

**Table 3-1 Runoff Coefficients for Rational Formula**

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

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

From Michigan State Administrative Rules R 280.9.

Referenced from MDOT Drainage Manual, [www.michigan.gov](http://www.michigan.gov)



# Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-14-2022

## 10 Yr Existing

## Channel 1

### TRAPEZOIDAL

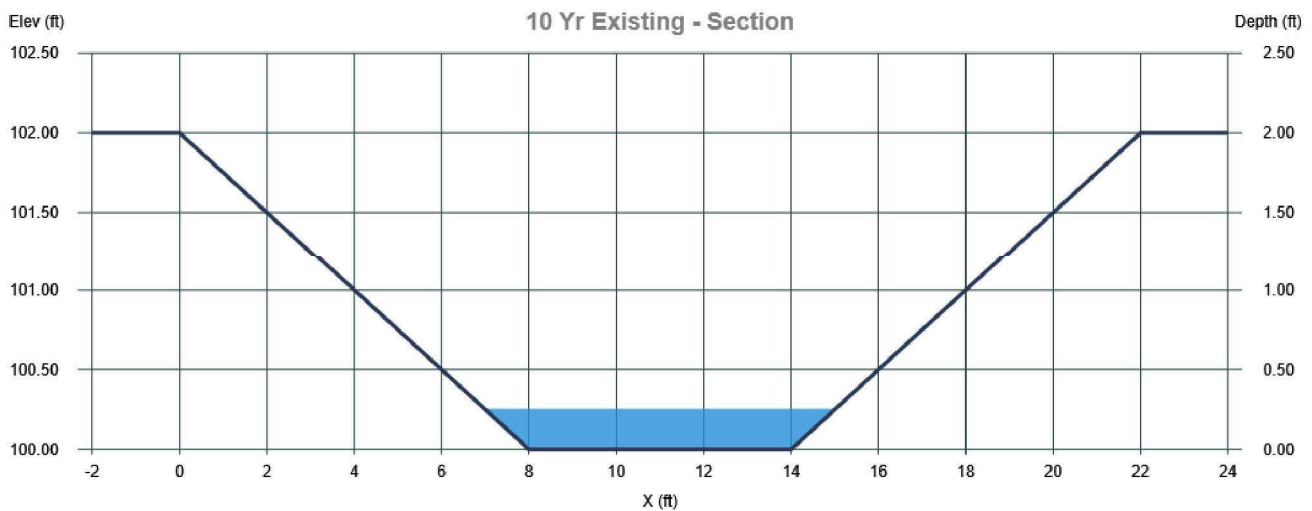
Bottom Width = 6.00 ft  
 Side Slope Left, z:1 = 4.00  
 Side Slope Right, z:1 = 4.00  
 Total Depth = 2.00 ft  
 Invert Elevation = 100.00 ft  
 Channel Slope = 6.300 %  
 Manning's n = 0.030

### DISCHARGE

Method = Known Q  
 Known Q = 7.80 cfs

### CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
7.80	0.25	1.75	4.46	8.06	0.030	0.35	100.25	100.56	0.98	8.00



# EXHIBIT #5

# Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-14-2022

## 10 Yr Developed

## Channel 2

### TRAPEZOIDAL

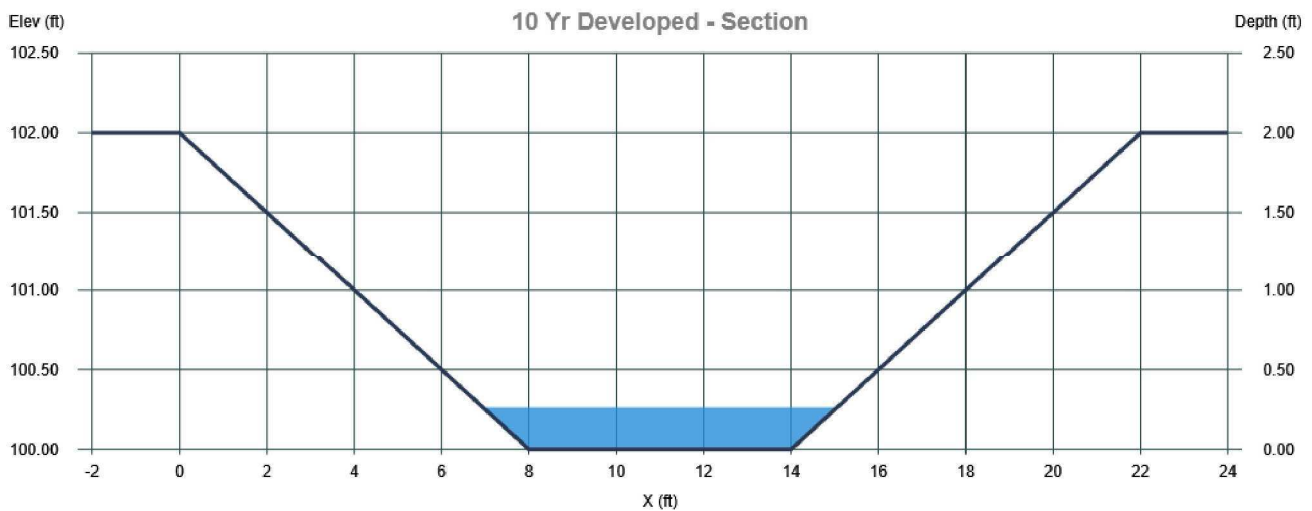
Bottom Width = 6.00 ft  
 Side Slope Left, z:1 = 4.00  
 Side Slope Right, z:1 = 4.00  
 Total Depth = 2.00 ft  
 Invert Elevation = 100.00 ft  
 Channel Slope = 6.300 %  
 Manning's n = 0.030

### DISCHARGE

Method = Known Q  
 Known Q = 8.20 cfs

### CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
8.20	0.26	1.83	4.48	8.14	0.030	0.36	100.26	100.57	1.02	8.08



# EXHIBIT #6

# Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-14-2022

## 100 Yr Existing

## Channel 3

### TRAPEZOIDAL

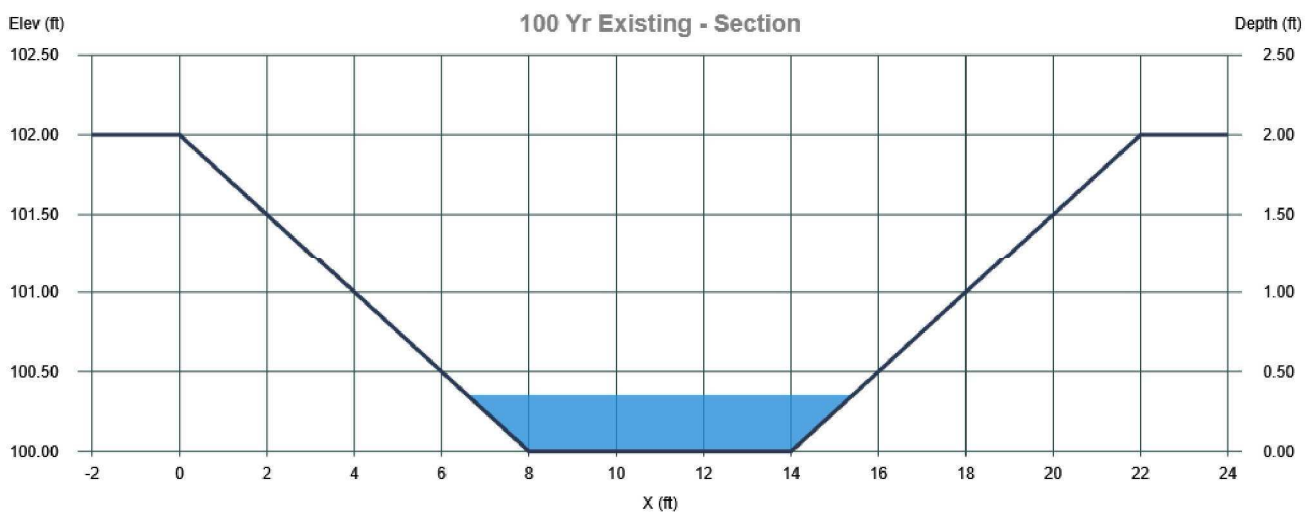
Bottom Width = 6.00 ft  
 Side Slope Left, z:1 = 4.00  
 Side Slope Right, z:1 = 4.00  
 Total Depth = 2.00 ft  
 Invert Elevation = 100.00 ft  
 Channel Slope = 6.300 %  
 Manning's n = 0.030

### DISCHARGE

Method = Known Q  
 Known Q = 13.80 cfs

### CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
13.80	0.35	2.59	5.33	8.89	0.030	0.49	100.35	100.79	1.38	8.80



# EXHIBIT #7

# Channel Report

Project Name: New Project

Studio Express by Hydrology Studio v 1.0.0.10

01-14-2022

## 100 Yr Developed

## Channel 4

### TRAPEZOIDAL

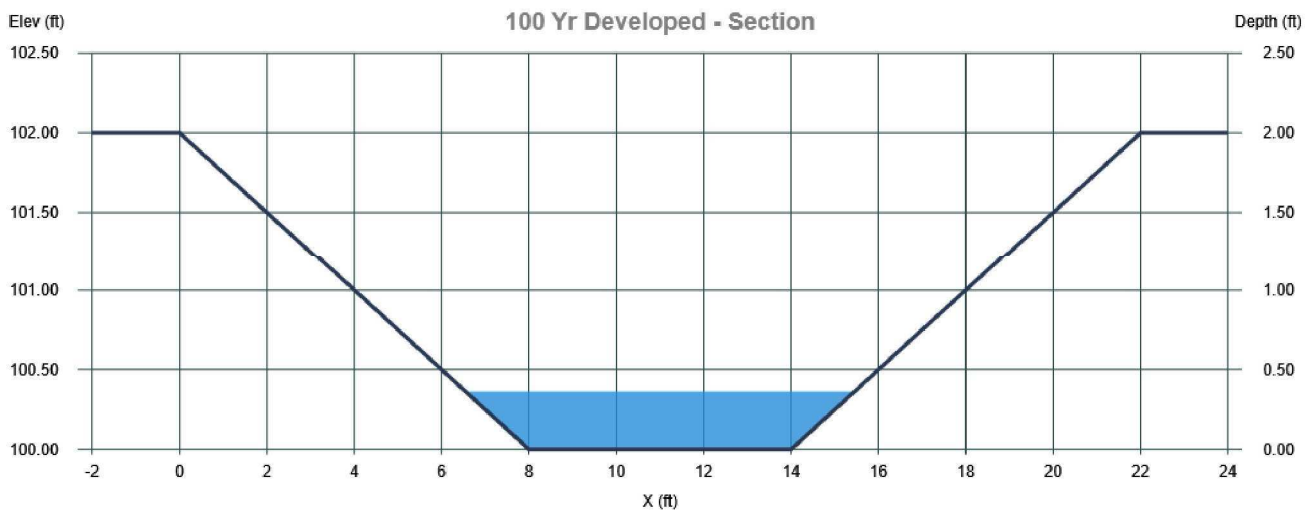
Bottom Width = 6.00 ft  
 Side Slope Left, z:1 = 4.00  
 Side Slope Right, z:1 = 4.00  
 Total Depth = 2.00 ft  
 Invert Elevation = 100.00 ft  
 Channel Slope = 6.300 %  
 Manning's n = 0.030

### DISCHARGE

Method = Known Q  
 Known Q = 14.50 cfs

### CALCULATION SAMPLE

Flow	Depth	Area	Velocity	WP	n-value	Crit Depth	HGL	EGL	Max Shear	Top Width
(cfs)	(ft)	(sqft)	(ft/s)	(ft)		(ft)	(ft)	(ft)	(lb/sqft)	(ft)
14.50	0.36	2.68	5.41	8.97	0.030	0.51	100.36	100.82	1.42	8.88



# EXHIBIT #8

### Drainage Area #1- 10 year

Existing Conditions

Area = 5.00 acres  
C= 0.30  
L= 600  
S= 6.3  
K= 1

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

L max = 300

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

$$T_i = 13.6$$

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

$$T_t = 1.00$$

$$T_c = 14.6$$

$$i_{10} = 5.25$$

$$Q = KCiA$$

$$Q = 7.8 \text{ cfs}$$

Developed Conditions

Area = 5.00 acres  
C= 0.31  
L= 600  
S= 6.3  
K= 1

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

L max = 300

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

$$T_i = 13.3$$

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

$$T_t = 1.00$$

$$T_c = 14.3$$

$$i_{10} = 5.28$$

$$Q = KCiA$$

$$Q = 8.2 \text{ cfs}$$

**Drainage Area #1 - 100 year**

Existing Conditions

Area = 5.00 acres  
C= 0.30  
L= 600  
S= 6.3  
K= 1.25

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

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

$$T_i = 13.6$$

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

$$T_t = 1.00$$

$$T_c = 14.6$$

$$i_{100} = 7.45$$

$$Q = KCiA$$

$$Q = 13.8 \text{ cfs}$$

Developed Conditions

Area = 5.00 acres  
C= 0.31  
L= 600  
S= 6.3  
K= 1.25

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

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

$$T_i = 13.3$$

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

$$T_t = 1.00$$

$$T_c = 14.3$$

$$i_{100} = 7.50$$

$$Q = KCiA$$

$$Q = 14.5 \text{ cfs}$$

# Z & A 5 FARMS

A Minor Subdivision in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th PM, Leavenworth County, Kansas.

## FINAL PLAT

**PREPARED FOR:**  
Bradley Mills  
17225 Lakota Street  
Lawrence, KS 66048  
PID NO. 206-13-0-00-013

**RECORD DESCRIPTION:**  
Tract of land in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th PM, Leavenworth County, Kansas, written by Joseph A. Herring, P.S. 1206 on January 20, 2021, more fully described as follows: Commencing at the Southeast corner of said Southeast Quarter; thence North 02 degrees 21'00" West for a distance of 400.04 feet along the West line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 21'00" West for a distance of 467.02 feet along said West line; thence North 88 degrees 04'00" East for a distance of 467.02 feet; thence South 02 degrees 20'00" East for a distance of 467.02 feet; thence South 02 degrees 20'00" West for a distance of 467.02 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.  
Said acreage contains 5.02 acres, more or less, including road right of way.  
Error of Closure: 1 : 1/8000000

**LEGEND:**  
● 1/2" Rebar Set with Core No. 1200  
● 1/2" Rebar Found, unless otherwise noted.  
○ Concrete Block around Pier  
▲ PK Nail Found at Place  
○ Accurately Measured Distance  
LIE - Utility Easement  
DSE - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Remains Undeveloped Roadway Easement  
BFF - Benchmark  
NS - Noted the survey per agreement with client

**CERTIFICATION AND DEDICATION**  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have deeded the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: Z & A 5 FARMS.  
Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, cable and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" lines.

"Drainage Easements" or "DE" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a current storm sewer, drainage ditch, or other drainage facility or roadway connections, including street facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of said facility, together with the right of access for the same, all hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or integrity of the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the relevant owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.  
Sewers shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated.

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

**IN TESTIMONY WHEREOF:**  
We, the undersigned owners of Z & A 5 FARMS, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Bradley Mills**  
PID NO. 206-13-0-00-008

**NOTARY CERTIFICATE:**  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public in and for said County and State of Kansas, the said \_\_\_\_\_, a single person, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my office seal the day and year above written.

**NOTARY PUBLIC:**  
My Commission Expires: \_\_\_\_\_ (year)

**APPROVALS:**  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of Z & A 5 FARMS this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Secretary:** Travis A. Luth Chairman  
Steven Baerenthal

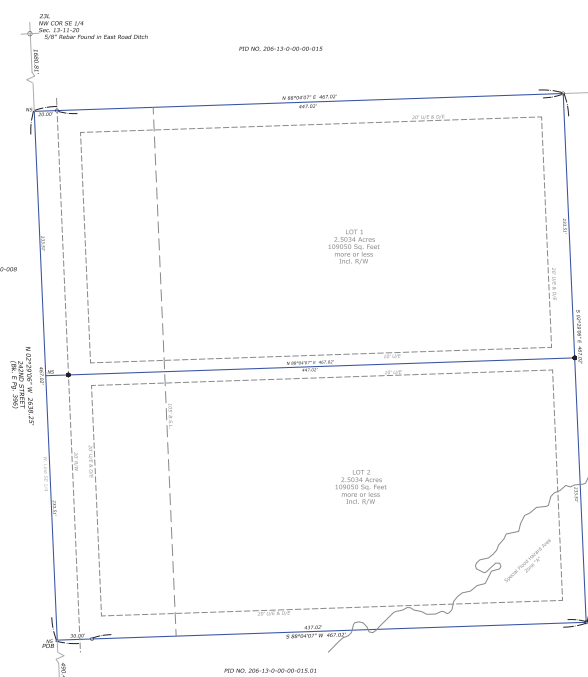
**COUNTY ENGINEER'S APPROVAL:**  
The County Engineer's plan review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

**County Engineer - Heidi Pines**

**COUNTY COMMISSION APPROVAL:**  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of Z & A 5 FARMS, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Chairman:** Michael Smith **County Clerk:** JAMES KILGUSSE

**REGISTER OF DEEDS CERTIFICATE:**  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock, P.M. in the Office of the Register of Deeds of Leavenworth County, Kansas.  
Register of Deeds - Terrence G. Kishnam



- CONZON:**  
RR 2.5 - Rural Residential 2.5
- NOTES:**  
1) This survey does not show ownership or easements, per agreement with client.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All record and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Surveyor's Description  
5) Base of Bearing - 15 50' North Zone 1984  
6) True N. Line  
7) Monument Origin Unknown, unless otherwise noted.  
8) Proposed Lots for Subdivision Use.  
9) Road Found - See Survey  
10) Benchmark - MARKED  
11) Easements, if any, are created herein or listed in referenced title commitment.  
12) Reference Benchmark Used (see PID # 202108912)  
13) Utility Companies  
    - Electric - Ixonia  
    - Sewer - Septic / Leach  
    - Gas - Inland / Inland City  
14) Reference Covenanted Tract Company File No. 2429294 updated December 12, 2021.  
15) Property is in a Special Flood Hazard Area Zone A per Flood Insurance Rate Study effective July 16, 2015.  
16) Existing structures are shown relative to record lines.  
17) All side yard setbacks - 15' (Accessory - 15')  
18) All rear yard setbacks - 10' (Accessory - 15')  
19) Distance to end of structures, if any, are + 1'.  
20) Easements as per referenced title commitments are shown hereon, if any.  
21) Reference Subdivision Plat - (Leavenworth RR#2) (PID# 21045025, #20210443, #20210581) (PID# 21045025, #20210443, #20210581)  
22) All other plat restrictions.

Scale 1" = 40'

Map No. H-21-1436-C  
October 26, 2022 Rev. 1-20-23

**TERRING SURVEYING & COMPANY**  
1100 NORTH 10TH STREET, LAWRENCE, KS 66044  
PHONE: 785-842-1111 FAX: 785-842-1112  
WWW.TERRINGSURVEYING.COM

I hereby certify that this plat meets the requirements of K.S.A. 45-205. The fee on this plat was reviewed by Bradley Surveys. No field verification is required. The fee is for further information only.  
Reviewed 2022.01.20. No Comment

Michael J. Herring, KS PD 1493  
Leavenworth County Surveyor/Assessor

**SEAL OF LEAVENWORTH COUNTY, KANSAS**  
MAY 15 1896

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

Joseph A. Herring  
P.S. # 1206

# Summary of Comments on K-21-1436 WillisPlat 24x36LS

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Page: 1

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☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 1/20/2022 10:12:32 AM

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Reviewed 2022.01.20. No Comments.



# MEMO

**To:** Krystal Voth  
**From:** Chuck Magaha  
**Subject:** Z&A 5 Farms  
**Date:** February 2, 2022

Krystal, I have reviewed the preliminary plat of the Z7A 5 Farm Subdivision presented by Bradley Willis. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed along 242<sup>nd</sup> Street, a hydrant to be placed between lot 1 and lot 2 along 242<sup>nd</sup> Street. I have no further recommendation for this subdivision.

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

**From:** [Amanda Tarwater](#)  
**Sent:** Wednesday, January 12, 2022 9:37 AM  
**To:** [Gentzler, Joshua](#)  
**Subject:** Re: Preliminary/Final Plat Review - Z & A 5 Farms - DEV-22-002 & 003

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

FreeState Electric has no objection to this request.

Thank you,

**Amanda Tarwater**  
Member Accounts Coordinator



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

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**From:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Date:** Friday, January 7, 2022 at 3:49 PM  
**To:** Amanda Tarwater <[amanda.holloway@freestate.coop](mailto:amanda.holloway@freestate.coop)>  
**Subject:** Preliminary/Final Plat Review - Z & A 5 Farms - DEV-22-002 & 003

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

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Z & A 5 Farm, located at 17326 242<sup>nd</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Thursday, December 13<sup>th</sup>, 2022 .

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

Thank you,

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

**From:** [Joe Osborn](#)  
**Sent:** Friday, January 7, 2022 11:43 AM  
**To:** [Jefferson County RWD #13](#); [Gentzler, Joshua](#)  
**Subject:** RE: Preliminary/Final Plat Review - Z & A 5 Farms - DEV-22-002 & 003

---

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

Joshua,  
Water District #13's water main ends just south of this property. If they were to want water service they would have to pay for and pass a feasibility study, pay for a water main extension and benefit units. This would all have to be approved by the water district board.

Thank you,

**Joe Osborn**  
**District Manager**  
[joe@jfrwd13.com](mailto:joe@jfrwd13.com)  
1951 Wellman Rd.  
Lawrence, Ks 66044  
785-813-3589

---

**From:** Jefferson County RWD #13 <[linda@jfrwd13.com](mailto:linda@jfrwd13.com)>  
**Sent:** Thursday, January 6, 2022 4:41 PM  
**To:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Cc:** Joe Osborn <[joe@jfrwd13.com](mailto:joe@jfrwd13.com)>  
**Subject:** FW: Preliminary/Final Plat Review - Z & A 5 Farms - DEV-22-002 & 003

Joshua,

Joe Osborn will be responding to your request.

Thank you,  
**Linda L. Lips**  
[linda@jfrwd13.com](mailto:linda@jfrwd13.com)  
Jefferson County R.W.D. #13  
1951 Wellman Rd.  
Lawrence, KS 66044  
785-842-1502  
[www.jfrwd13.com](http://www.jfrwd13.com)

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**From:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Sent:** Thursday, January 6, 2022 3:39 PM  
**To:** 'Timothy Smith' <[chief1860@ttrfd.com](mailto:chief1860@ttrfd.com)>; Jefferson County RWD #13 <[linda@jfrwd13.com](mailto:linda@jfrwd13.com)>; [Tyler.rebel@evergy.com](mailto:Tyler.rebel@evergy.com); Magaha, Chuck <[cmagaha@lvsheriff.org](mailto:cmagaha@lvsheriff.org)>; Miller, Jamie <[JMiller@leavenworthcounty.gov](mailto:JMiller@leavenworthcounty.gov)>; Patzwald, Joshua <[jpatzwald@lvsheriff.org](mailto:jpatzwald@lvsheriff.org)>; Van Parys, David <[DVanParys@leavenworthcounty.gov](mailto:DVanParys@leavenworthcounty.gov)>  
**Subject:** Preliminary/Final Plat Review - Z & A 5 Farms - DEV-22-002 & 003

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Z & A 5 Farm, located at 17326 242<sup>nd</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by **End of Business on Thursday, December 13<sup>th</sup>, 2022**.

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

Thank you,

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

# Z & A 5 FARMS

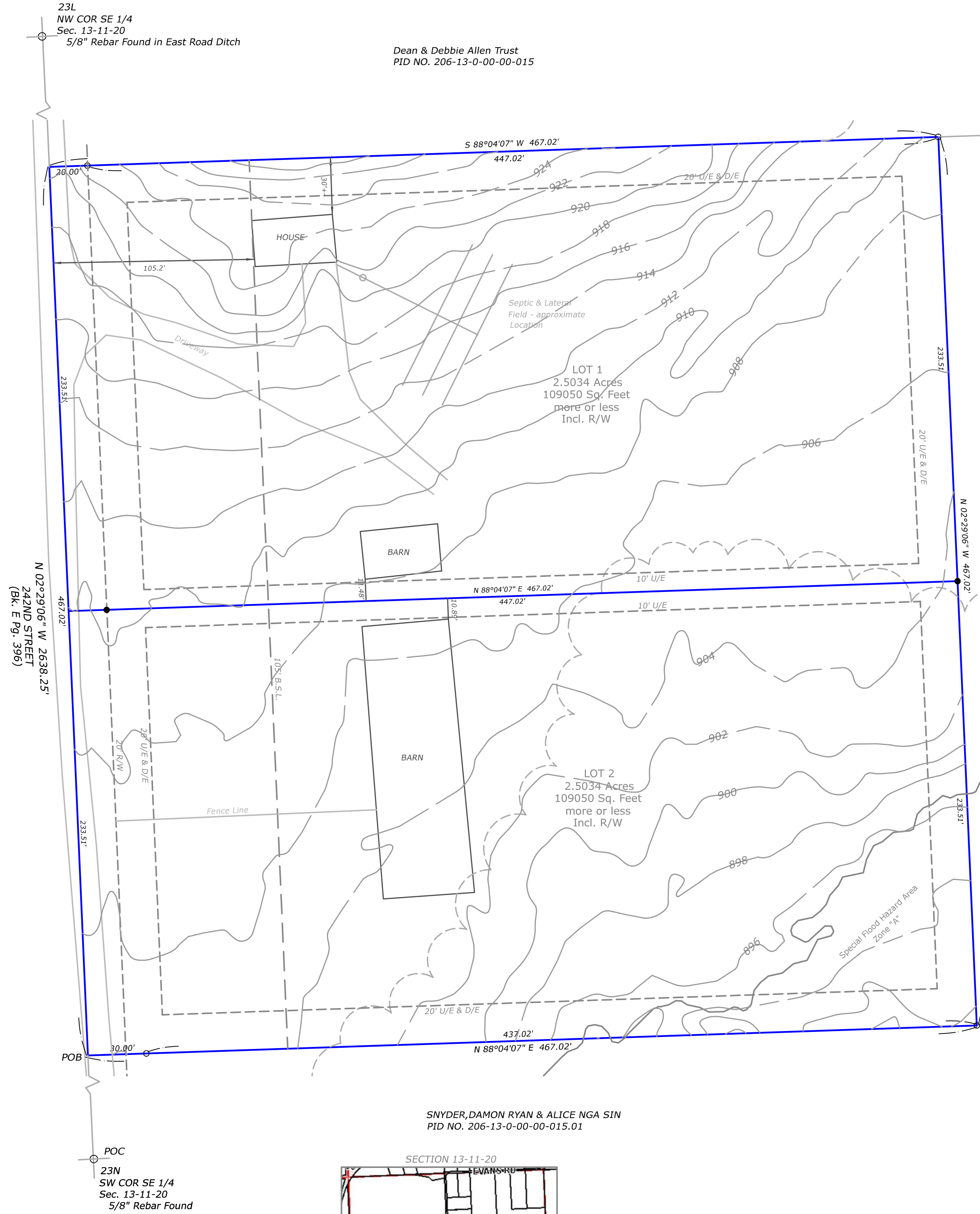
A Minor Subdivision in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

## PRELIMINARY PLAT

PREPARED FOR:  
Bradley Willis  
17326 242nd Street  
Tonganoxie, KS 66086  
PID NO. 206-13-0-00-00-013

**RECORD DESCRIPTION:**  
Tract of land in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 02 degrees 29'06" West for a distance of 490.42 feet along the West line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 29'06" West for a distance of 467.02 feet along said West line; thence North 88 degrees 04'07" East for a distance of 467.02 feet; thence South 02 degrees 29'06" East for a distance of 467.02 feet; thence South 88 degrees 04'07" West for a distance of 467.02 feet to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 5.01 acres, more or less, including road right of way.  
Error of Closure: 1 - 1868080000

HATFIELD, TERRY J & SUSAN E  
PID NO. 206-13-0-00-00-008



- LEGEND:**
- - 1/2" Rebar Set with Cap No. 1296
  - - 1/2" Rebar Found, unless otherwise noted.
  - - Concrete Base around Point
  - △ - PK Nail Found in Place
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement
  - BM - Benchmark
  - NS - Not Set this survey per agreement with client
  - ⊙ - Power Pole
  - X - Fence Line
  - OHP - Overhead Power Lines
  - T - Underground Telephone/Fiber Optic Line
  - ◇ - Gas Valve
  - ⊕ - Water Meter/Valve
  - ⊖ - Telephone Pedestal
  - W - 6" Water Line - location as per district
  - - Tree/Brush Line
  - NS - Not Set this Survey per agreement with client some monuments fall in creek

**ZONING:**  
RR 2.5 - Rural Residential 2.5  
Existing & Proposed Use - Rural and AG

- NOTES:**
- 1) This survey does not show ownership or easements, per agreement with client
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All record and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Surveyor's Description
  - 5) Basis of Bearing - KS SPC North Zone 1501 held W. Line SE 1/4
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Proposed Lots for Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Easements, if any, are created hereon or listed in referenced title commitment.
  - 11) Reference Recorded Deed Doc # 2021R08912
  - 12) Utility Companies -  
- Water - Water District 13  
- Electric - FreeState  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas
  - 13) Reference Continental Title Company File No. 21426294 updated December 17, 2021
  - 14) Property is in a Special Flood Hazard Area Zone A per FEMA FIRM Map 20103C0300G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')
  - 16) Distances to and of structures, if any, are +- 1'.
  - 17) Easements as per referenced Title Commitment are shown hereon, if any.
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:  
Recorded Subdivision Plat - GRAVEMAN FARMS (JAH) - J.A.Herring Survey Doc #2016S025, #2021S043, #2021S081

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

SNYDER, DAMON RYAN & ALICE NGA SIN  
PID NO. 206-13-0-00-00-015.01

SNYDER, DAMON RYAN & ALICE NGA SIN  
PID NO. 206-13-0-00-00-015.01



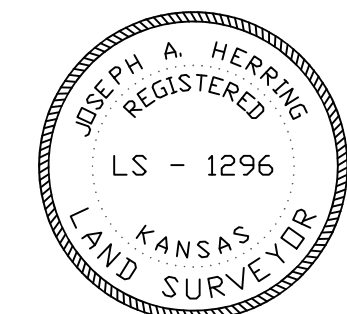
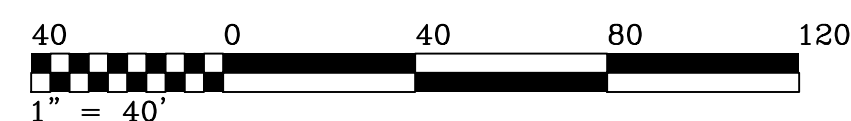
I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

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

Job # K-21-1436 C  
October 29, 2021 Rev. 1-14-22



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



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

Joseph A. Herring  
PS # 1296

# Z & A 5 FARMS

A Minor Subdivision in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Bradley Willis  
17326 242nd Street  
Tonganoxie, KS 66086  
PID NO. 206-13-0-00-00-013

RECORD DESCRIPTION:  
Tract of land in the Southeast Quarter of Section 13, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest corner of said Southeast Quarter; thence North 02 degrees 29'06" West for a distance of 490.42 feet along the West line of said Southeast Quarter to the TRUE POINT OF BEGINNING; thence continuing North 02 degrees 29'06" West for a distance of 467.02 feet along said West line; thence North 88 degrees 04'07" East for a distance of 467.02 feet; thence South 02 degrees 29'06" East for a distance of 467.02 feet; thence South 88 degrees 04'07" West for a distance of 467.02 feet to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 5.01 acres, more or less, including road right of way.  
Error of Closure: 1 - 1868080000

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

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: Z & A 5 FARMS.

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

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

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

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

IN TESTIMONY WHEREOF,  
We, the undersigned owners of Z & A 5 FARMS, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Bradley Willis

PID NO. 206-13-0-00-00-008

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a notary public in and for said County and State came Bradley Willis, a single person, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of Z & A 5 FARMS this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Secretary Krystal A. Voth  
Chairman Steven Rosenthal

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of Z & A 5 FARMS, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

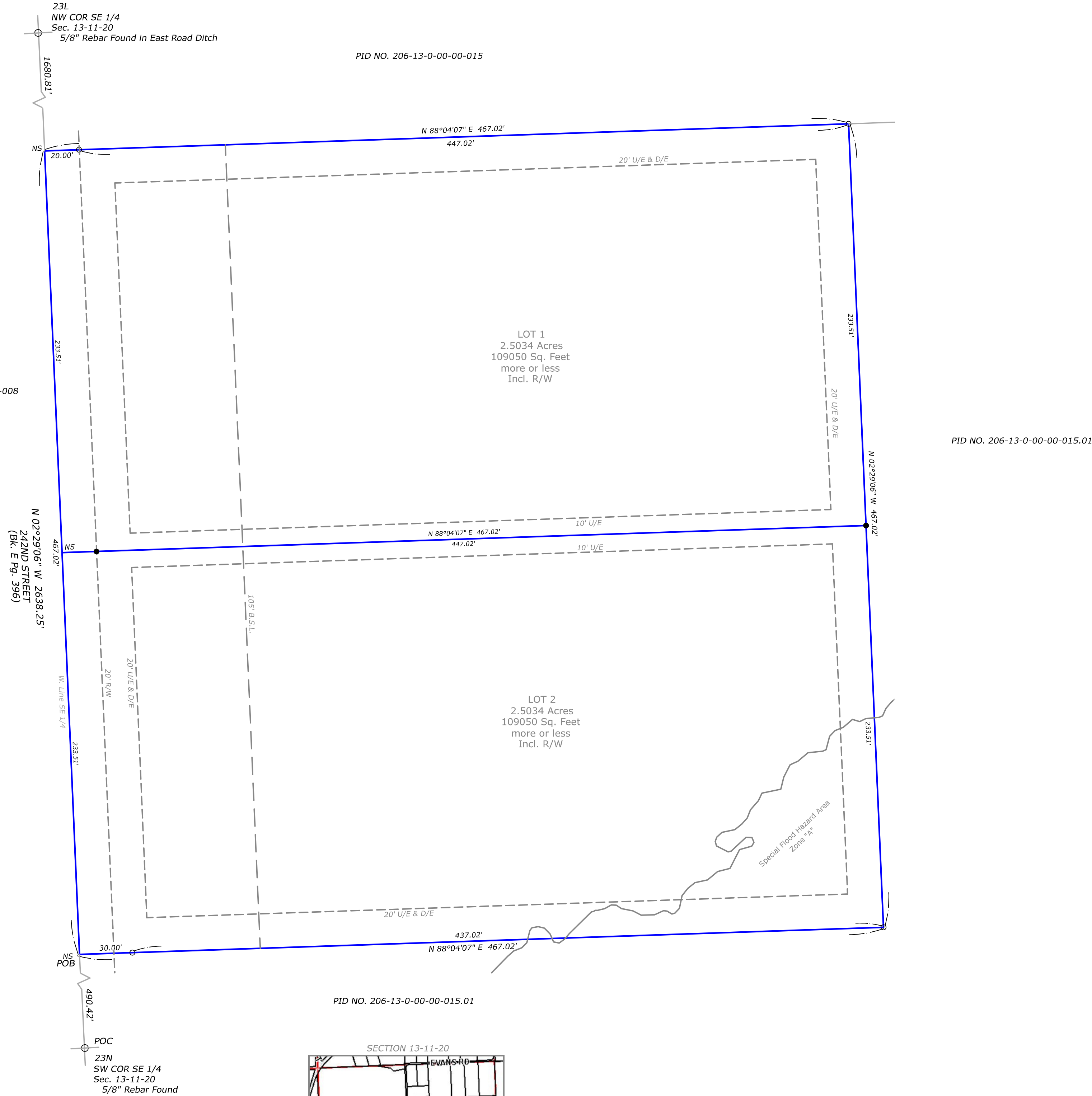
Chairman Michael Smith  
County Clerk Attest: Janet Klasinski

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at \_\_\_\_\_ o'clock \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

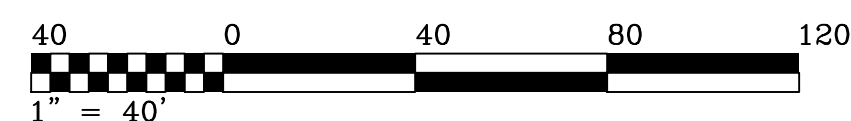
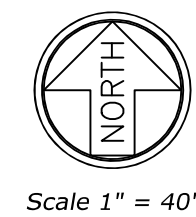
Michael J. Bogina, KS PS-1655  
Leavenworth County Survey Reviewer



ZONING:  
RR 2.5 - Rural Residential 2.5

- NOTES:
- 1) This survey does not show ownership or easements, per agreement with client
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All record and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Surveyor's Description
  - 5) Basis of Bearing - KS SPC North Zone 1501 held W. Line SE 1/4
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Proposed Lots for Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88  
Project Benchmark (BM) - S 1/4 COR Section 13 - Elev - 888'
  - 10) Easements, if any, are created hereon or listed in referenced title commitment.
  - 11) Reference Recorded Deed Doc # 2021R08912
  - 12) Utility Companies -  
- Water - Water District 13  
- Electric - FreeState  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas
  - 13) Reference Continental Title Company File No. 21426294 updated December 17, 2021
  - 14) Property is in a Special Flood Hazard Area Zone A per FEMA FIRM Map 20103C0300G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')
  - 16) Distances to and of structures, if any, are +- 1'.
  - 17) Easements as per referenced Title Commitment are shown hereon, if any.
  - 18) Fence Lines do not necessarily denote the boundary line for the property.
  - 19) Reference Surveys:  
Recorded Subdivision Plat - GRAVEMAN FARMS (JAH) - J.A.Herring Survey Doc #2016S025, #2021S043, #2021S081

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



Job # K-21-1436 C  
October 29, 2021 Rev. 1-14-22  
J. HERRING, Inc. (dba)  
SURVEYING  
& COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@jeancash.com



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

Joseph A. Herring  
PS # 1296

# Leavenworth County Request for Board Action

**Date:** February 18, 2022  
**To:** Board of County Commissioners  
**From:** Mark Loughry

**Additional Reviews as needed:**

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

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**Action Requested:** Approve and adopt personnel manual.

**Recommendation:** Approval.

**Analysis:** Over the course of the past few years the Board of County Commissioners has adopted several new policies and updated others. This will formally include those policies in the personnel manual as well as clarify other language. The areas of change have been highlighted in the attached draft document.

The proposed changes do not impact the cost of the policies to the county.

**Alternatives:**

**Budgetary Impact:** None associated with the modifications.

Non-budgeted, addressed with reprioritization of available funds.



## LEAVENWORTH COUNTY

300 Walnut

Leavenworth, Kansas 66048

# Policies and Procedures

The policies and procedures in this manual are not intended to be contractual commitments by Leavenworth County and employees shall not construe them as such.

These policies and procedures are administered by the County Administrator and Department Directors under the direction of the Board of County Commissioners. Leavenworth County reserves the right to suspend, revise, or revoke any of its policies and procedures at any time, with or without notice.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this manual. This handbook does not constitute an implied contract nor does it alter the employees at will status.

State statutes grant certain rights to elected department Directors. This manual is not intended to supersede any statutorily granted rights to those positions.

The policies and procedures contained in this handbook supersede all prior published policies and procedures adopted by the County.

**Adopted December 3, 2004**

**Revised and Approved February 16, 2022**

**Effective March 1, 2022**

Human Resources Main (913) 684-0423

Payroll Manager (913) 364-5755

Insurance Benefits & Workers Comp (913) 364-5764

County Clerk (913) 684-0422



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## Introduction and Welcome

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The Board of County Commissioners would like to welcome you to Leavenworth County. We hope you find your position fulfilling and challenging as you work towards becoming a valuable asset to our organization.

This handbook describes the personnel policies and practices of Leavenworth County and outlines the various benefits for which you may be eligible.

This handbook may be revised and updated at any time during the year with approval by the BOCC. Revised pages will be distributed to all employees for inclusion in their personal handbook. Employees are responsible for keeping their handbook current.

You are encouraged to read this handbook in its entirety to familiarize yourself with Leavenworth County Policies and Procedures. If you need clarification, please contact the Human Resources Department. Once you have finished reading this handbook, complete the "Handbook and Acknowledgement" form and submit the form to the Human Resources Department.

## Mission Statement

---

To provide all the citizens of Leavenworth County with professional governmental services through fiscal responsibility and a commitment to excellence. To promote public health, safety and welfare for the benefit of our citizens, while planning for a progressive future.

## Employee Policy Manual Purpose

---

The purpose of this Employee Policy Manual is to set forth the County's employment policies and procedures and to serve as a guide to administrative actions covering Human Resources matters. The Employee Policy Manual is not an employment contract and should not be considered as such; the manual is a guideline regarding certain County benefits, policies and procedures, which are subject to change as the County deems appropriate. This manual does not supersede applicable state or federal laws or administrative regulations related to employment and employee rights. This manual is intended to provide useful guidance but should not be considered all-inclusive as Department's may have additional internal policies or policies that are more stringent than those in this manual.

All employees, with the exception of those employees who have a separate and distinct written contract for employment by the county, are at-will employees. Accordingly, for those employees who are at-will, the County may terminate employment at the convenience and in the interests of the county, at will, with or without cause or notice, at any time, for any reason or no reason at all. Employees are entitled to utilize the grievance procedure prior to termination of employment. The use of the grievance procedure does not change the nature of at-will employment and is of itself not a contract for employment. The at-will provision does not apply to elected officials and employees in a duly executed collective bargaining agreement or executed contract. In cases where application of these policies would conflict with express provisions of a collective bargaining agreement covering the same topic, the provisions of the collective bargaining agreement will prevail for those employees subject to it.

Any actions not specifically covered in this policy, or ambiguities shall be interpreted or determined by the County Administrator with such interpretation or determination to be consistent with the intent and purposes set out in the Employee Policy Manual. The County Administrator will periodically and as

needed, review these policies for changes or amendments to be recommended to the Board for approval.

## Definitions

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**Anniversary Date:** The employee's official start date with the County. (This date is generally the first date of employment, if previous employment hours are not applicable.)

**At-Will Employee or At-Will Status:** An employee who has no contractual or vested right to employment by the County and who may be terminated from employment at any time without cause and without notice.

**BOCC:** Leavenworth County **B**oard **O**f **C**ounty **C**ommissioners. Five individuals elected by the County residents, serving a 4-year term, in charge of the operations of Leavenworth County.

**Compensation:** All forms of valuable considerations, including salary, bonus allowances or other items paid to County employee.

**Change of Classification:** The change of an employee's job duties which are different from the current job duties.

**Department Director/Appointed Official:** Person in charge of the operations of a specific department. Can refer to both elected and appointed staff.

**Elected Official:** Individual elected by the County residents serving a specified term, in charge of the operations defined by statute.

**Employee:** A person hired to fulfill the requirements of a specific job.

**Excessive Tardiness:** Being tardy twice in a 30 day period.

**Exempt:** Employees who are not eligible for overtime compensation in accordance with the Fair Labor Standards Act (FLSA).

**Family Member:** Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunts, uncles, grandchildren, grandparents, domestic partners or the spouse/partner of any of the above. For the purposes of the Nepotism policy this will also include a significant other/romantic partner of the employee.

**Full-time in a Regular Position:** Employees not in a part-time, temporary, or intermittent/on-call status and who are regularly scheduled to work a full-time schedule or a minimum of thirty (30) hours per week or more.

**Intermittent/On-Call:** Employees not in a full-time, part-time or temporary status. Employees are assigned an intermittent or irregular work schedule and are scheduled to work less than one-thousand (1,000) hours per year. Intermittent/On-Call employees do not receive paid holidays and are not eligible for any of the County's benefit programs.

**Immediate Family Member:** Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunts, uncles, grandchildren, grandparents, domestic partners or the spouse/partner of any of the above. For the purposes of the Nepotism policy this will also include a significant other/romantic partner of the employee.

**Introductory Period:** The first six (6) months of employment in which the employee's job performance is closely monitored. The Introductory Period may be extended at the discretion

of the Department Director. Completion of the Introductory Period does not alter the employee's at-will status.

**Job Description:** Identification of the tasks, duties, and responsibilities of a job.

**Job Specifications:** The knowledge, skills, and abilities (KSA's) an individual needs to perform a job satisfactorily.

**Leave:** A period of absence from work.

**Longevity:** Length of service with the County. One-year equals 2,080 hours for a full-time regular employee. (Certain full-time employees may be required to work more than 2,080 hours annually depending on the employee's work schedule.)

**Oath of Public Office:** An affirmation of employment required by statute. Each new employee will be required to sign an Oath of Public Office at employee orientation.

**Overtime:** Hours worked in a workweek in excess of 40. Overtime compensation will be paid at a rate of one and one-half times the regular rate of pay for each hour worked. Other provisions apply to exempt employees, 24 hour EMS staff and sworn officers.

**Non-Exempt:** Employees who are eligible for overtime compensation in accordance with the Fair Labor Standards Act (FLSA).

**Part-time in a Regular Position:** Employees not in a full-time, temporary, or intermittent/on-call status and who are regularly scheduled to work at least twenty (20) hours, but less than thirty (30) hours per week.

**Retirement:** Employees of the County that meet all obligations to retire under KPERS and/or KP&F rules and regulations. (see *KPERS Membership Information Manual*).

**Tardy:** Arriving to work or returning from lunch after the scheduled or expected time without prior approval. Late arrivals shall be recorded on the employee's timesheets.

**Temporary:** Employees not in a full-time, part-time or intermittent/on-call status. Employees may work a full-time or part-time schedule. Employment will not exceed one-year (365 calendar days) **or 1,000 hours in a calendar year**. Summer hires will be classified under this status. Temporary employees do not receive paid holidays and are not eligible for any of the County's benefit programs.

**Termination:** The separation of an employee from service with the County.

**Transfer:** The movement of an employee from one department to another.

## Committees

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### Safety Committee

---

The Leavenworth County Safety Committee is dedicated to establishing and maintaining a strong safety culture. Continued up to date safety training, both at the Department and County level reinforces this strong safety culture. The Committee is established so that every County Employee is represented. Leavenworth County participates and follows the KERIT Plus program.

This group meets monthly.

The Safety Committee consists of **nine** members representing the following employee groups:

- 1) Courthouse
- 2) Justice Center
- 3) Health Department
- 4) Solid Waste
- 5) Road & Bridge/Noxious Weed
- 6) Council on Aging
- 7) Emergency Medical Services
- 8) Human Resources
- 9) Sheriff

### Policy and Benefit Review Committee

---

The Leavenworth Board of County Commissioners (BOCC) is committed to involving all departments in the review of countywide policies, procedures and employee benefits prior to adoption and on an ongoing basis. Therefore, the BOCC wishes to form the Policy, Procedure and Benefit Review Committee.

Procedure:

The Leavenworth Board of County Commissioners (BOCC) wishes to form a Committee made up of the County Administrator, who will act as chair, and one representative from each of the following Departments:

- County Appraiser
- County Clerk
- County Counselor
- Community Corrections
- Council on Aging
- County Attorney
- Emergency Medical Services
- Human Resources
- Information Systems
- Planning and Zoning
- Register of Deeds
- Public Works
- Treasurer
- Sheriff

This committee will meet on a regular basis to review countywide policies and procedures. The committee will be responsible for reviewing any new or proposed changes to countywide policies and procedures prior to their submittal to the BOCC for consideration.

In addition, the Committee will conduct an annual review of County offered benefits. The Committee will determine if the benefits currently offered are the best use of County funds and meet the needs of the County employees. This will help ensure the County stays competitive in the market place. Any proposed changes to the benefits will be submitted to the BOCC for consideration. Any change resulting in an increased cost should be presented as part of the annual budget process.

## EMPLOYMENT POLICIES

### **Recruitment**

---

Prior to advertising or opening up a position for recruitment the Department Director must submit a Job Posting Request to Human Resources for review. Human Resources will compare the Personnel Action Request to the budgeted positions, pay plan, current job descriptions, and classification groups. Once reviewed by HR the Personnel Action Request will be submitted to the County Administrator for approval.

Leavenworth County job openings may be filled by transfer or promotion of current employees or the recruitment and hiring of new employees. Recruitment may be conducted through advertising, schools, employee referrals, or technical and trade referrals. Department Directors should discuss the most appropriate method of recruitment for filling departmental positions with Human Resources. All recruitment will be conducted in an ethical, professional, and non-discriminatory manner.

The availability of all job openings will be announced for at least 5 days as stated on the job announcement. The job announcement giving job title, class, department, job functions, and qualifications will be posted on the Leavenworth County Intranet and/or the Leavenworth County Web Site. Leavenworth County employees may apply for any current job posting by submitting their application electronically to [HR@leavenworthcounty.gov](mailto:HR@leavenworthcounty.gov) within the specified deadline. All other applicants may apply at the Workforce Development Center located at 515 Limit Street in Leavenworth or by submitting an application electronically to [HR@leavenworthcounty.gov](mailto:HR@leavenworthcounty.gov).

Department Directors may choose to fill certain positions within their Department utilizing an existing qualified employee. In those instances, the 5-day announcement period may be waived. Please consult with your Department Director for specific details regarding job openings within your department.

In an effort to attract the most qualified applicants, prior experience credit in a similar position with former employers or the County will be allowed. The Department Director and the perspective employee will be responsible for providing documentation of experience prior to a conditional offer of employment. The service credit being granted will be detailed in the conditional offer letter.

After the application review and interview process is completed, the hiring Department Director will submit a Conditional Offer of Employment letter to the County Administrator. If approved the County Administrator will forward the offer letter to Human Resources for processing.

### **Rehire and Resignation**

---

Provided the former employee resigned on good terms with the county, and had acceptable performance ratings during employment, the employee is welcome to reapply.

Depending on past performance record, the former employee may be given consideration above other external candidates who are not familiar with the organizational processes, culture and structure.

Rehire of former employees that left employment of the County on other than good terms will be handled on a case-by-case basis. The former employee may be eligible for rehire after analysis of the circumstances of the employees' departure and the county's staffing needs.

## **Reinstatement**

---

A person returning to employment with the County within 59 days of separation will be handled as a reinstatement. Any prior service credits, unpaid accruals and other benefits will be reinstated.

## **Residency**

---

Residency is defined as the place where one's primary residence is located. The boundaries for Leavenworth County employees incorporate adjacent counties to include: Wyandotte, Johnson, Douglas, Jefferson, and Atchison Counties in Kansas and Platte County, Missouri or any location within a 45-minute drive time of the report to work location. Certain departments within the County may have more stringent requirements for residency such as the Sheriff's Department and Emergency Medical Services. Any exception to this residency requirement must be specifically approved by the BOCC.

## **Equal Employment Opportunity Statement**

---

It is the policy of Leavenworth County to provide Equal Employment Opportunity without unlawful discrimination based on race, color, religion, sex or gender, age, national origin or ancestry, disability, or veteran status. Leavenworth County is committed to equitable treatment for all employees and to compliance with all applicable federal, state and local equal employment opportunity provisions in the workplace.

## **Post-offer Requirements**

---

As part of the Leavenworth County employment procedures, employees will be required to undergo, physical examination, and Physical Capacity Profile. Employees in a safety sensitive position or required to maintain a CDL will require a post-offer drug screening. Any offer of employment that is received from Leavenworth County is contingent upon satisfactory completion of the drug screening and examinations. Payment for testing will be the responsibility of the county.

The Physical Capacity Profile will be used to determine the abilities of the employee to perform the essential job functions of a position, with or without reasonable accommodations. This is intended to reduce the risk of placing an employee in a position where there is substantial risk of injury to the employee and/or others, thereby reducing work-related injuries. It is understood that all employees entering into a particular job category will undergo the evaluation with the equipment, regardless of disability.



All information furnished as a result of the drug screening, physical examination and Physical Capacity Profile evaluation shall be collected and maintained by the Human Resources Department in a separate and confidential medical file.

## **Employee Orientation**

---

Section 1 of the I-9 Form must be completed by the employee on the first date of employment. Within the first three days of employment, the HR Generalist will conduct a new employee orientation providing basic information on pay, leave policies and benefits. At this time employees will complete all pre-employment forms, be given benefit information and enrollment forms. A benefit enrollment date will also be set. Completion of the Introductory Period does not remove the employee's at-will status.

## **Reference Checks**

---

Reference checks are inquiries on active or terminated employees relating to financing, state assistance and/or job opportunities. Reference checks may be received in the form of a letter or questionnaire, or phone contact. All requests should be forwarded to the Human Resources Office.

## **Outside Employment**

---

Employees of the County may participate in outside employment if:

- There is no conflict in working hours;
- The employee's efficiency is not reduced;
- There is no conflict of interest. A conflict of interest exists when a County employee is involved in an activity of possible personal benefit or monetary gain that is opposed or appears to be opposed to the best interests of the County or results in business relationships with entities that provide services or conduct business within the County.
- The employee does not conduct any business activities related to outside employment on County premises or during work related hours.
- The employee subject to emergency call-back notifies their supervisor where they can be reached.

## **Americans with Disabilities**

---

Leavenworth County complies with all state, federal and local rules and regulations regarding applicants and employees with disabilities. Reasonable accommodations will be made for applicants and employees if they are able to perform the essential functions of the job, as long as the accommodation does not cause undue hardship on the County. Accommodations will be determined on a case-by-case basis.

**EMPLOYEE BENEFITS**

**General Leave Policy**

---

Leavenworth County believes that employees should carefully observe various attendance rules so as to provide maximum service to the citizens of Leavenworth County. Attendance and punctuality are considered essential functions of any position held with Leavenworth County. These policies will apply to exempt and non-exempt employees unless governed by other statutes. Records of attendance will be maintained by the Human Resources Department.

**Vacation Leave**

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Vacation leave shall be earned and accrued from the date of eligible service.

1. Leave accrual may vary from this table if defined differently for employees as part of an offer of employment. Should an employee, upon initial hire, be offered an amount of leave which does not correspond to the years of service/amount of time earned in the table below, the employees annual leave cap shall be equivalent to whichever cap most closely corresponds to their annual leave accumulation per pay period. Vacation leave may be approved at the Department Directors discretion to insure a minimum disruption of department work.
2. Exempt employees report vacation leave in four (4) hour increments.
3. Employees on their anniversary will have the opportunity to sell back any accrued leave over the maximum allowed.
4. Accumulated vacation leave balance will be paid to an employee leaving county employment based on the balance at the effective date of separation. Leave will be paid out on the final check. The use of vacation leave will not be allowed within two weeks of the employee's last day with the County. The Department Director may grant an exception but only with advance notification to Human Resources.
5. Vacation leave for full-time employees will generally be earned and accrued according to the length of an employee's continuous service as set forth in the table below.

<b>Years of Service</b>	<b>Accumulation Per Pay Period</b>	<b>Annual Total</b>	<b>Max Leave Accumulation</b>
<b>0 to &lt;5</b>	<b>4 hours</b>	<b>104 hours</b>	<b>144 hours</b>
<b>5 to &lt;10</b>	<b>5 hours</b>	<b>130 hours</b>	<b>176 hours</b>
<b>10 to &lt;15</b>	<b>6 hours</b>	<b>156 hours</b>	<b>208 hours</b>
<b>15 to &lt;20</b>	<b>7 hours</b>	<b>182 hours</b>	<b>240 hours</b>
<b>20+</b>	<b>8 hours</b>	<b>208 hours</b>	<b>272 hours</b>

6. Vacation leave for part-time employees or any employee who works less than sixty (60) hours in a pay period shall earn and accrue two (2) hours of leave per pay period.

- 7. Any employee who works less than forty (40) hours per pay period will receive no vacation leave accrual.
- 8. No vacation leave shall accrue for temporary or intermittent employees.

Fulltime EMS shift employees are governed by separate provisions and will earn and accrue vacation per the below table.

Vacation for 24 hour shift employees

Years of Service	Accumulation Per Pay Period	Annual Total	Max Leave Accumulation
0 to <5	6 hours	156 hours	216 hours
5 to <10	7.5 hours	195 hours	241 hours
10 to <15	9 hours	234 hours	286 hours
15 to <20	10.5 hours	273 hours	331 hours
20+	12 hours	312 hours	376 hours

## Parental Leave

Every full time benefits eligible parent who has been employed with the County for at least 12 months shall be eligible to receive paid parental leave following the birth or adoption of a child. Parents will be granted up to 30 days of leave to be used within the 12 weeks immediately following the birth or adoption. If both parents are employees they will both be granted up to 30 days of leave which may be taken concurrently, consecutively or at different times during the initial 12 weeks.

Paid Parental Leave pay authorized under this policy shall be at 100 percent of regular wages. The employee will continue to accrue vacation, sick leave and other benefits in accordance with County policy. Official holidays shall not be counted against the parental leave.

Paid Parental Leave is available for any birth or adoption that occurs on or after the effective date of this policy. No leave granted under this policy may be donated or shared. Any leave not used during the initial 12-week period following the birth or adoption shall be forfeited.

Paid parental leave will run concurrently with the Family Medical Leave Act if the employee is eligible.

## Sick Leave

Each full-time employee shall earn and accrue sick leave at a rate of four (4) hours per pay period (13 days per year).

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

- Illness or disability of the employee.
- Employee's personal appointments or those of the employee's **Family Member**, with a physician, dentist or other recognized health provider.
- To assist a member of the employee's family who is ill as recognized by FMLA. (**Contact HR for assistance and determination**)

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

## **Sick Leave Buyback**

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

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

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

	Accrued Sick Leave Hours		
	up to 400	401 to 1,200	Over 1,200
<b>Reimbursement Rate</b>	20%	25%	30%

**Example:**

- o Joe gives his two weeks notice and has 70 hours of accrued sick leave. Joe would not be able to sell back any leave.
- o Andrea gives two weeks notice with 300 hours of accrued sick leave. Andrea would be able to sell back 300 hours of sick leave at 20% of her current hourly rate.
- o Steve gives two weeks notice with 1,400 hours of accrued sick leave. Steve would be able to sell back 1,400 hours at 30% of his hourly rate.

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

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

## Shared Leave

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

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

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

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

**Procedure**

1. Shared leave may be granted to an employee if all of the following conditions are met:
  - The illness, injury, impairment, or condition of the employee or the family member has caused, or is likely to cause the employee to take leave without pay or terminate employment.
  - The illness, injury, impairment, or condition of the employee or the family member keeps the employee from performing regular work duties.

2. When requesting shared leave, the employee shall be required to provide a statement from a licensed health care provider or other medical evidence necessary to adequately establish that the illness, injury, impairment, or physical or mental condition of the employee or family member keeps the employee from performing regular work duties. If the employee fails to provide the required evidence, the use of shared leave shall be denied.
3. At any time during the use of shared leave, the county may require the employee to provide a statement from a licensed health care provider or other medical evidence necessary to establish that the illness, injury, impairment, or physical or mental condition of the employee or family member is ongoing. If the employee fails to provide the required evidence, the use of shared leave may be terminated.
4. All shared leave requests must be submitted to the employees Department Director for consideration and forwarded to Human Resources for review. The Human Resources Director will present the request to a Review Committee consisting of at least two department directors from departments other than the requesting employee's department, and the Human Resources Director. The Review Committee will provide a determination within 5 days of receipt of the request.
5. Once it is determined an employee is eligible to receive shared leave, the following conditions must be met:
  - The shared leave recipient must have exhausted or expected to exhaust all paid leave available for use, including vacation leave, sick leave, compensatory time, holiday and the employee's discretionary days.
  - The shared leave recipient will not accrue leave (sick, annual, personal, holiday) as a result of receiving donated leave.
  - Shared Leave may be used only for the duration of the illness, injury or impairment for which it was collected. The maximum number of hours of shared leave that may be received by an employee shall not exceed **480** hours. If the employee becomes eligible for disability under KPERS/KP&F policy before the allotted 480 hours is used the employee will not receive the remaining hours.
  - If eligible, the shared leave recipient must have applied and submitted an application for disability through KPERS/KP&F.
  - The shared Leave recipient may not solicit any employee on his/her own behalf to donate hours. If it is determined that this has occurred, donations will not be authorized.
6. Employees donating leave must maintain at least 400 hours of sick leave after the donation. Any leave donated but not utilized will go back to the donating employees proportionately. If an employee has given their notice of intent to leave employment with the County they are not eligible to make donations.

## **Military Leave**

Leavenworth County supports all employees who elect to serve their Country and/or State by enlisting in a branch of the armed forces. As such, Leavenworth County will fully comply with all state and federal guidelines and laws regarding Military Leave. Unless there are State Laws that govern a situation more strictly the County will specifically follow the Uniformed Services Employment and Reemployment Act

(USERRA) when handling all military leave requests.  
<https://www.dol.gov/vets/programs/userra/>

It is the employee's responsibility to be aware of all required notifications and necessary documentation when preparing for or returning from leave. While the Human Resources Department will assist the employee as much as possible, the County recommends that you contact the National Committee for Employer Support of the Guard and Reserve (NCESGR) ombudsman at their toll-free number (800) 336-4590 with specific questions. <http://www.esgr.mil/>

Employees on or preparing to go onto military leave must contact Human Resources about the continuation of benefits.

## **Bereavement Leave**

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Regular full-time and part-time employees will be granted funeral leave **to arrange for and/or to attend the funeral** of a Family Member as defined in this manual. Bereavement leave will be granted for up to three (3) days per funeral. For EMS 24 Hour Shift workers the leave must be used on three (3) consecutive days. Department Director approval is required for additional time to be charged to the employee's sick or annual leave. The pay for time off will be prorated for part time employees based on identified work schedule. The County may ask for verification of the need for the leave.

Upon the death of an employee, department directors *may* allow employees to attend the funeral services. Regular full-time and part time employees may be granted up to 4.0 hours paid at the discretion of the department director.

## **Civil Leave**

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Employees shall be given necessary time off without loss of pay when called to serve jury duty, appear in court as a witness in answer to a subpoena, perform emergency civilian duty in connection with national defense or for voting when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. The employee may retain any compensation received for civil duty.

A copy of any notice received should be submitted to Human Resources.

## **Administrative Leave**

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An authorized absence, without loss of pay and without charge to the employee's leave. Administrative leave is granted to employees for reasons determined to be in the Government's interest. Administrative leave is an approved leave status authorized by the Board of County Commissioners or their designee. Administrative leave is issued sparingly for events that are deemed necessary (Example: Employee pending investigations, pending drug testing, Unplanned closures, Declared emergencies, Building hazards or conditions, Board approved activities – Donation of blood, internal interview, and other administrative purposes)

**DELEGATION OF AUTHORITY.** The Board of County Commissioners, the County Administrator, or their designees have the authority to dismiss any or all employees at any or all locations when deemed in the best interest of the County.

Department Directors are authorized to grant up to eight hours of Administrative Leave for their staff annually. However they may not grant more than four hours in

one 24 hour period without prior approval of the BOCC, County Administrator or their designees.

## **Leave without Pay**

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An employee's Department Director, may grant an employee leave without pay (LWOP) when it is in the best interest of the Department, the employee does not qualify for FMLA, or the employee has no sick, annual, or other leave available. Absences of less than five (5) hours of the employees regular work schedule in a single pay period do not require the designation of LWOP.

During the employee's approved leave without pay, his/her position may be filled. The employee will not accrue leave. Any insurance premiums the County pays will be the responsibility of the employee during this leave if not on approved FMLA.

The employee continues to be responsible for their portion and the County's share of insurance premiums and other employee deductions. Arrangements will need to be made with HR at the time the employee enters into LWOP status to pay any owed portions of premiums. If the employee's premiums go into arrears for more than 1 month, the employee will be removed from plan coverage.

## **Benefits Coverage During Leave**

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During periods of FMLA leave, an employee will be retained on Leavenworth County's health plan under the same conditions that applied before the leave commenced. To continue health coverage, the employee must continue to make any contributions that the employee made to the plan before taking the leave. Arrangements to make these contributions must be made directly by the employee to the Human Resource Department.

The employee's participation in Leavenworth County's health insurance program may be terminated if the employee's contribution to the employee's premium payment is more than thirty (30) days late. The employee's health insurance benefits will resume upon return to work. The employee's participation also ceases if the employee fails to return from leave or clearly states that the employee does not intend to return.

LEAVENWORTH COUNTY IS ENTITLED TO RECOVER HEALTH INSURANCE PREMIUM PAYMENTS MADE DURING THE LEAVE, IF THE EMPLOYEE DOES NOT RETURN TO WORK.

### **Unapproved Absence**

An employee who is absent from duty shall report to his/her supervisor and/or Department Director at least 15-minutes prior to the beginning of their scheduled start time. Department Director may require more advance notice and will establish a preferred notification process. Each employee is responsible for knowing the appropriate lead-time and notification process for his or her department.

An unauthorized or unreported absence shall be cause for disciplinary action up to and including termination. An employee who is absent (unauthorized) for three (3) consecutive workdays or 36 consecutive hours (depending on the employees work schedule) will be considered to have abandoned their position and may be terminated. The employee will be responsible for the County's portion of all insurance premiums during unapproved absences.



## Holidays

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The County will observe 13 legal holidays as recommended by the Employee Benefit Committee and approved by the County Administrator annually. Certain departments such as Sheriff and EMS will set holiday schedules based on staff availability.

1. **Holiday on a scheduled workday:** Employees who are required to work on an observed holiday may be granted a workday of leave. Such holiday leave shall be taken as soon as possible within the same pay period unless otherwise exempted.
2. **Holiday pay for Public Works employees on 10-hour shifts:** Public Works employees working 10 hour shifts between June 1<sup>st</sup> and October 1<sup>st</sup> shall receive 10 hours of Holiday pay for the July 4<sup>th</sup> and Labor Day holidays.
3. **EMS 24 hour employees** earn 12 hours per county recognized holiday, which may be used throughout the year. Maximum carry over balance is 72 hours and hours will be removed if over the maximum allowed balance at the end of the year.
4. **Holidays for part-time employees:** Part-time employees, or any benefit eligible employee whose regular work schedule is less than sixty (60) hours in a pay period shall be paid up to four (4) hours, but no more than their regularly scheduled work day, for observed holidays which fall on days for which they would otherwise be scheduled for work.
5. **Temporary and Intermittent employees:** Temporary and intermittent employees shall not receive holiday pay.
6. **Eligibility for holiday pay:** In order to receive pay for an observed holiday, an employee must have worked or have approved leave (hours which were paid by the county) on the workday before and after the holiday. Any employee who works less than forty (40) hours per pay period will receive no holiday pay.
7. **Discretionary Day:** One discretionary day may be granted annually for full time benefit eligible employees and included with the Holiday Schedule. Discretionary days are available at the beginning of the year and must be taken by the end of the payroll year. The number of hours paid will be in accordance with the employee's normal weekly schedule. These days must be used to cover the employee's normal shift and not be broken up into smaller blocks of time. Employees must be with the County at least 90 days prior to using discretionary days. Employees hired July 1<sup>st</sup> or after will be granted discretionary days beginning the following year. Discretionary Days are not paid out if unused and may not be used after an employee has given notice.

## Health and Dental Insurance

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### Definitions

**Retirees** are County employees that meet all obligations to retire under KPERS and/or KP&F rules and regulations. (see *KPERS Membership Information Manual*.)

An employee that is considered **disabled** is a County employee that qualifies to draw a monthly benefit from KPERS and/or KP&F due to a disability until such time that employee no longer qualifies for the benefit. (see *KPERS Membership Information Manual*.)

**COBRA** (*Consolidated Omnibus Budget Reconciliation Act*) requires continuation of group health coverage for certain employees and their dependents for a limited period of time.

Leavenworth County offers health and dental insurance to employees and their dependents under a proper election. All regular full-time and part-time (working 20 + hours in a week) employees are eligible for these benefits. Insurance coverage for eligible employees begins on the first day of the month following 30 consecutive days employment.

Detailed information, such as premiums, enrollment and change forms are available in the Human Resources Department.

The County contributes a fixed amount per month towards insurance premiums for benefit eligible employees. Payment for the employee's share of health and dental insurance coverage is made through payroll deduction, under a pre-tax 125 cafeteria plan, on the first two pay periods of the month, in two equal installments.

Enrollment in health, dental, vision and life insurance may be completed during new employee orientation. Open enrollment periods for health and dental will be announced. Employees have the option to change plans or add dependent coverage during open enrollment. Exceptions are granted for qualifying events. These events must be reported within 30 days of occurrence to qualify.

Upon termination of employment, insurance coverage is in effect for any period premiums have already been withheld for up to the end of the current month. Any premiums paid for coverage past the end of the current month shall be refunded.

### Health Insurance Opt Out

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Any fulltime employee eligible for the County's health insurance plan may choose to opt-out of the county provided plan during open enrollment or when first eligible for benefits. The employee will receive an amount equal to ½ of the employee only premium paid by the County for the base plan during the plan year. The benefit will be calculated and paid on the employees pay check as a taxable benefit.

To be eligible the employee must provide documentation that they are enrolled in a qualifying health care plan elsewhere. Enrollment and any necessary documentation is required to be renewed annually. If at any time during the plan year the employee drops or loses coverage under the other provider they are required to notify the County HR Department.

### **Cobra Eligibility**

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Any employee terminating employment, but not eligible for retirement, who has been covered by the group health or dental plan for at least three (3) months, may be entitled to receive up to 18 months of continued health and dental insurance coverage under COBRA. The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health and dental insurance coverage under the company's health or dental plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; or a dependent child no longer meeting eligibility requirements.

Former employees will be responsible for 100% of the premiums and an administrative fee may be added. An explanation of the COBRA benefits and other qualifying event's may be obtained from the Human Resources Department.

### **Health, Vision & Dental Coverage after Retirement**

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Eligibility requirements for continued participation in the County-sponsored group health plan:

- 1) The individual must have worked for the County for at least five (5) years; and
- 2) The individual must have separated from service and be receiving a retirement or disability benefit from this local government.

The retired employee must request this continuation coverage within 30 days of retirement and submit to Human Resources. Continuation of health coverage is available to retired or disabled employees until one of the following events occurs:

- 1) The employee attains age 65.
- 2) The employee fails to pay a required premium.
- 3) The employee becomes eligible to participate in another group health plan.

The retired employee may continue dental & vision coverage.

### **Group Life Insurance**

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Life insurance offers you and your family important financial protection from the losses associated with an untimely death.

Leavenworth County provides the employee a life and accidental death and dismemberment benefit at no cost. Optional dependent life is also available at minimal cost to the employee.

Upon termination, you may be eligible to convert your policy into an individual life insurance policy. Additional conversion information may be obtained from the Human Resources Department.

## **Kansas Public Employers Retirement System (KPERs)**

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Membership is mandatory for all employees in covered positions and first day coverage will apply. A covered position is one that is covered by Social Security, is not seasonal or temporary, and requires at least 1,000 hours of work per year. **Employee contribution rates are set by KPERs and may be adjusted from time to time.** Contributions are made on a pre-tax basis for federal tax purposes. Elected officials may choose, under certain conditions, whether to participate in KPERs.

## **Kansas Police and Firefighter's Retirement System (KP&F)**

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**Leavenworth County is a participating employer of KPF. County employees who are KPF eligible include police officers and emergency medical technicians. Membership is mandatory for all eligible employees and first day coverage will apply. Employee contribution rates are set by KP&F and may be adjusted from time to time.** Contributions are made on a pre-tax basis for federal tax purposes.

### **KPERs and KPF Contact Information**

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For additional information, KPERs and KPF Membership Information Manuals may be obtained in Human Resources or contact KPERs at:

KPERs  
611 S. Kansas Avenue Ste. 100  
Topeka, KS 66603-3803

Info Line - 1-888-ASK-KPERs (1-888-275-5737)  
Available Monday through Friday from 8 a.m. to 4 p.m.  
[kpers@kpers.org](mailto:kpers@kpers.org)

## **Basic Group Life Insurance**

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KPERs provides basic group life insurance for all KPERs members. Coverage is effective on the employee's membership date and is currently 150 percent of the higher of the member's current annual rate of compensation or the previous 12 months' salary. The entire cost of the basic group life insurance program is paid by Leavenworth County. *Note:* KPF members are not eligible for the basic insurance

coverage; however, KPF administers several types of benefits that may become payable in the event of the member's death prior to retirement.

## **Optional Group Life Insurance (OGLI)**

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New KPERS and KPF members can enroll for optional coverage by applying within 30 days after their membership date. Certain eligibility rules apply for the coverage as established by KPERS.

## **Deferred Compensation Plan**

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Leavenworth County sponsors 457 deferred compensation plans which provide investment opportunities for active employees, while reducing their tax liability and helps them save for retirement. Employees who enroll in a deferred compensation plan will contribute a portion of their earnings each pay period through a payroll deduction, which allows for tax-deferred investing.

For additional information or to enroll in one of the deferred compensation plans, contact the Human Resources Office.

## **Tuition Reimbursement**

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Any full-time employee, after completing one year of service, wishing to attend college or technical school or other approved training to enhance overall knowledge, skills, and job performance, and at the same time increase the individual's value to the County as an employee, may submit a written request to their department head for the reimbursement of tuition, fees and required material that are otherwise unreimbursed for the employee. The request must be submitted prior to enrolling in the class, include the name of the class, the cost, and verification as to how it will enhance the employee's job performance with the County.

If approved by the department head and the County Administrator, the employee will be reimbursed the cost of tuition, fees, book or other required material expenses upon successful completion of the class, obtaining a passing grade of "C" or better. Employees will not be allowed to "double dip". If education related expenses are being reimbursed or covered via scholarships, grants, benefits from another employer or in any way that does not require repayment the employee will not be eligible for county reimbursement too. If only a portion of the expenses are being covered elsewhere the employee can submit a request for the balance to be covered by the county, with proper documentation.

Reimbursement will not exceed \$5,000 per 12-month period or \$2,000 per session. If the employee voluntarily leaves employment with the County within 12 months after reimbursement for college course work or technical school certificates they will be required to repay any reimbursement received.

## **Employee Assistance and Work-Life Program (EAP)**

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The goal of the Employee Assistance and Work-Life Program (referred to as EAP) is to assist employees of Leavenworth County who experience personal

or emotional difficulties, which may affect job performance. The EAP is available to all employees of Leavenworth County and their immediate family members.

- Leavenworth County recognizes that personal and emotional difficulties that may include alcohol and drug problems, marital and family difficulties, stress, anxiety, depression, financial issues, and workplace conflicts, may affect any employee.
- Leavenworth County recognizes personal and emotional difficulties can contribute to deteriorating job performance.
- Leavenworth County encourages employees to utilize the services available. In addition, supervisors may utilize the resources of the EAP as an integral part of an intervention program when personal problems are suspected of causing poor job performance.
- Leavenworth County acknowledges that use of the EAP does not in any way alter management's responsibility or authority as an employer.
- Participation in the EAP will not in any way jeopardize future employment or career advancement; however, participation will not protect the employee from disciplinary action or substandard job performance or rule infractions.
- Leavenworth County recognizes and encourages employee to use the EAP on a voluntary basis. Leavenworth County therefore agrees to help promote the EAP for employees and immediate family members who seek assistance with personal and emotional difficulties.

#### **CONFIDENTIALITY STATEMENT**

- Leavenworth County recognizes that the success of the EAP will be enhanced by protecting the confidentiality of those employees utilizing the program.
- The name of the employee, who self refers to the EAP, will not be revealed.
- Information supplied to Leavenworth County on employees referred to the EAP by a supervisor will be limited to the following: acknowledgment of failed or kept appointments and acknowledgment of treatment compliance. Additional information, including specific diagnosis or treatment, will not be released unless the employee signs a release specifying the information to be released and to whom.

#### **PROCEDURE**

The EAP and Work-Life Program will be coordinated by New Directions. This program will include a toll free number, available 24 hours a day, seven (7) days a week (800) 624-5544 or (816) 237-2352, [www.ndbh.com](http://www.ndbh.com)

The EAP and work-life information will be provided to each individual employee and be available on the Leavenworth County bulletin boards.

#### **MANDATORY REFERRAL**

Mandatory referrals may be made to the EAP by supervisors of Leavenworth County. A mandatory referral shall be the result of a documented problem or problems related to poor job performance on the part of the employee. If a mandatory referral is made by a supervisor, the referral form shall be completed by the supervisor, signed by the employee, and the form forwarded

to Human Resources. Human Resources will contact the EAP counselor to alert them to the required contact. The employee will have 48 hours after signing the referral form to contact an EAP counselor by calling (800) 624-5544. The EAP counselor will confirm contact from the employee by notifying the DER. Failure to contact the EAP counselor within 48 hours, without just cause, may be grounds for disciplinary action, including termination.

## PAYROLL

### **Timekeeping** (Amended 4-17-19)

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All nonexempt employees must record their hours worked daily within the current time keeping system. All time is to be reported "actual hours worked". For example, if an employee works 8:00-5:00 daily, with an hour lunch, and that employee is unable to take their hourly lunch break and leaves work at 4:00, that employee's time record needs to reflect 8:00-4:00 with no lunch break.

These time records are used to compute earnings and are kept as a permanent record. Each employee is responsible for accurate reporting of his/her time. Falsifying or altering your own or another employee's time is a violation of policy and grounds for disciplinary action including termination. Employees are instructed to report any person who tells them to falsify their time records.

Actual clock in and out times should be utilized whenever possible to allow the system to calculate the time. If an employee is short of their normal scheduled hours they may submit a request for unpaid leave, vacation leave or sick time to bring their hours up to the fully scheduled amount.

Supervisors, directors, and authorized approvers are required to review and approve each employee's time records prior to submission. Manipulating time punches in order to ensure employees receive 40 hours is not allowed.

Automatic submissions should be avoided if at all possible. If an automatic submission should occur, contact the payroll clerk to have the reason noted.

Audits may be conducted throughout the year. Any discrepancies found through the audit process shall be communicated to the department director and corrected, and the appropriate action taken.

### **Direct Deposit**

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Employees have the option of receiving a paycheck or having their pay direct deposited into their bank account. Employees may deposit specified amounts or percentages into as many as four checking/savings accounts.

### **Final Payout**

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An employee who separates from service shall receive pay for all hours of accrued annual leave and accrued holidays. All final payroll distributions will be issued in the manner elected in Paycom.

## Lost Paychecks

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In the event that an employee misplaces or accidentally disposes of his/her paycheck, it will be the employees responsibility to notify the Department Director or Human Resources office. There will be a 5-day waiting period before the paycheck will be reissued. A Lost Check form must be completed indicating that if the check is found/returned to his/her possession, it will be promptly returned to the Human Resources office.

## Payroll Deductions

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**Mandatory Deductions:** The following mandatory deductions will be made from every employee's gross wages: federal income tax, Social Security FICA tax, and applicable city and state taxes.

**Employee Withholding Allowance Certificate (W-4):** Every employee must complete and sign a federal withholding allowance certificate, IRS Form W-4. This form must be completed in accordance with federal regulations. The employee may complete a new W-4 at any time when his or her circumstances change. An employee can choose to have an additional dollar amount withheld from their federal income tax and that amount is recorded on the W-4. In the event that an employee wishes to have an additional dollar amount withheld from their state income tax, a separate "Agreement for Additional State Withholdings" form must be completed. **These forms are available online via the county payroll software.**

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**Note:** Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee, who believes that his or her deductions are incorrect for any pay period, or on his or her W-2, should check with the Human Resources Department immediately.

**Garnishment / Income Withholding Orders:** In the event that a garnishment/income withholding order is received by Leavenworth County, the employee will be notified by mail that a garnishment was received and the payroll date of the first garnishment deduction will be indicated. If the employee wishes to dispute the garnishment, it is the employee's responsibility to contact the judgment creditor/attorney. Garnishments will remain active until the Human Resources office receives a release of garnishment from the creditor/attorney or the employee's obligation is met. By law, an administration fee may be applied.

## Overtime Compensation

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This policy applies to non-exempt employees. Leavenworth County follows the Fair Labor Standards Act (FLSA) and authorizes overtime compensation for non-exempt employees at a rate of not less than one and one-half times the employee's regular rate of pay for hours worked in excess of 40 in a workweek. Example – If an employee takes 12 hours of vacation and works 30 hours in a work week for a total of 42 hours, the 42 hours will be paid at the employees regular rate of pay (straight time) because the employee did not physically work over 40 hours in that week.



All overtime must be approved by a Supervisor or Department Director. Unauthorized overtime may result in disciplinary action.

## **Overtime Compensation – Law Enforcement**

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This policy applies to non-exempt law enforcement personnel. Pursuant to the 7(k) exemption of the Fair Labor Standards Act, the County has set an 80-hour work period threshold over a 14-day period. The work period is defined as the County's pay period. All hours worked in excess of the 80-hours are paid at overtime rates or at one and one-half times the regular pay rate. Supervisors have the discretion to shorten or lengthen the time period that an officer works on a daily basis to meet operational needs and to manage the budgetary considerations of overtime payment.

All overtime must be approved by a Supervisor or Department Director. Unauthorized overtime may result in disciplinary action.

## **Salary Basis Policy**

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It is the employer's policy to comply with applicable wage and hour laws and regulations. The improper pay deductions specified in Title 29 of the Code of Federal Regulations §541.602(a) may not be made from the pay of employees who are subject to the salary basis test under the Fair Labor Standards Act.

If you believe that any deduction has been made from your pay that is inconsistent with your salaried status, you should immediately contact Human Resources at [913-364-5755](tel:913-364-5755).

Any complaint will be resolved within a reasonable time given all the facts and circumstances. If an investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed and the employer will take whatever action it deems necessary to ensure compliance with the salary basis test in the future.

## **Budgeted Unfilled Positions**

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No funds budgeted for wages may be used for other expenditures without prior approval by the Board of County Commissioners.

Twice a year at the direction of the County Commission the County Clerk in conjunction with the County Administrator will prepare a report that shows budgeted but unused wages due to vacancies for each department. The Board of Commissioners may direct the Clerk to provide an amended budget reducing budgetary authority by the amount of the unused wages. This will not affect the funding of those positions going forward.

This policy will apply to the Salaries line item only.

## **WORKPLACE GUIDELINES**

### **Prior Authorization for Overtime**

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It is the policy of Leavenworth County that all work by non-exempt

employees shall be completed during the employee's normally scheduled work day or shift. Prior approval of the immediate supervisor and/or Department Director must be obtained for any work in excess of **the employees normally scheduled work week** or work outside of regular work hours. Violation of this policy will result in disciplinary action up to and/or including termination. Leavenworth County complies with the provisions of the Fair Labor Standards Act (FLSA) and other applicable federal and state regulations.

## Records Security

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County employees shall not remove county records or documents from the work place without prior approval of the department director or elected official. However, if an employee is authorized to remove documents from the workplace, that employee shall maintain said records or documents in a secure manner and shall be responsible for the safe return of said records or documents. No documents containing personal identifiers should leave County offices. Violation of this policy will result in disciplinary action up to and/or including termination.

## Records Retention

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The Kansas Open Records Act and other federally mandated document retention schedules govern the retention of county documents, electronic or otherwise. All county employees are responsible for educating themselves on these retention schedules prior to deleting or disposing of any county document. If an employee is unsure, they should check with their Department Director or the County Clerk.

## Break Periods

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Employees may be permitted two paid 15 minute break periods daily at the discretion of the Department Director. Break periods are to be scheduled as near the middle of the morning and afternoon as possible. Break periods may not be used as extensions to any leave time such as lunches, doctor appointments or to leave work early.

## Tobacco and **Vaporized** Product Use

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Because Leavenworth County recognizes the hazards caused by exposure to environmental tobacco smoke, as well as the life-threatening diseases linked to the use of all forms of tobacco, it shall be the policy of Leavenworth County to prohibit tobacco use on all county premises, except for designated areas. This policy covers the use of any tobacco product as well as the use of smokeless tobacco and it applies to both employees and residents doing business with the county.

**For purposes of this policy vaporized products will be treated like tobacco smoke and will have the same prohibitions and restrictions.**

**The designated tobacco use area will be located at least 20 feet from any entrance:** Each County location will have a safe designated tobacco use area established by the Department Director with proper

signage. All materials used in this area, including cigarette butts and matches will be extinguished and disposed of in appropriate containers. If the designated tobacco area is not properly maintained, it can be eliminated at the discretion of the County Administrator.

**No tobacco or vaporized product use in any company vehicle:** Tobacco use is prohibited at all times in any Leavenworth County owned or leased vehicles. The tobacco prohibition applies to passenger vehicles and all other County-owned mobile equipment to include light and heavy trucks, grading equipment, emergency vehicles, cargo and passenger vans, buses and any other applicable mobile equipment.

**Breaks:** Supervisors will discuss the issue of taking breaks with their staff, both smokers and non-smokers. Together they will develop effective solutions that do not interfere with the productivity of the staff. Employees and/or directors shall not utilize any smoking area as a meeting location at any time. Excessive tobacco breaks are a violation of policy and will not be tolerated.

**Complaints and Enforcements:** The Kansas Indoor Clean Air Act (KSA 21-6109 through 21-6116) went into effect on July 1, 2010. Ask any person violating the law to stop. Notify law enforcement if a person refuses to comply.

**Violation of the Tobacco and Vaporized Product Policy:** County employees violating this policy are subject to disciplinary action up to and including termination, as well as prosecution under K.S.A. 21-4010 where appropriate.

**Procedure:** Designated smoking areas will be established and maintained in exterior areas of all county premises. These areas will be equipped with tobacco receptacles. Signs will be posted to clearly identify designated smoking areas.

**Definitions:** "Tobacco Use / Smoking" as used in this policy, refers to the inhaling, exhaling, burning or carrying of any lighted smoking equipment including cigarettes, electronic cigarettes, vaporizers, cigars or pipes and smokeless tobacco (oral tobacco such as snuff or tobacco).

"County premises" means any real property, building or facility owned or occupied by the county or used as a place of employment by the county.

## Unapproved Absence

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An employee who is absent from duty shall report to his/her supervisor and/or Department Director within 15-minutes of the beginning of the work schedule. An unauthorized or unreported absence shall be cause for disciplinary action up to and including termination. It is unacceptable to allow co-workers to relay messages. An employee who is absent (unauthorized) for three (3) consecutive workdays or 36 consecutive hours (depending on the employees work schedule) will be considered to have abandoned their position and may be terminated. The employee will be responsible for the County's portion of all insurance premiums during unapproved absences.

## **Safe at Home**

The purpose of this policy is to affirm Leavenworth County's commitment to compliance with the State of Kansas "Safe At Home" program.

### POLICY

Leavenworth County shall accept the confidential address provided by the State of Kansas for employees who are certified as program participants in the State of Kansas Safe At Home program. The confidential address may be substituted for the employee's home address. The employee may also use the confidential address as the address of his/her employer.

Leavenworth County shall not discharge, discriminate or retaliate against any employee who is a victim of domestic violence or a victim of sexual assault for taking time off from work to:

- a. Obtain a restraining order or other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child or children;
- b. Seek medical attention for injuries caused by domestic violence or sexual assault;
- c. Obtain services from a domestic violence shelter, domestic violence program or rape crisis center as a result of domestic violence or sexual assault;
- d. Attend court appearances in the aftermath of domestic violence or sexual assault.

When an unscheduled absence occurs, Leavenworth County shall not take any disciplinary action against the employee if, within 48 hours after the beginning of the unscheduled absence, the employee provides appropriate documentation of the reason for the absence to the employer.

An employee of Leavenworth County may use any accrued paid leave (or, if paid leave is unavailable to the employee, unpaid leave), not to exceed a total leave of eight (8) days per calendar year as time off for these purposes.

### PROCEDURES

Program participants shall provide to Leavenworth County HR documentation demonstrating evidence that they are a certified participant of the State of Kansas Safe at Home program. Leavenworth County shall accept the confidential address provided by the State of Kansas.

When feasible, an employee shall request time off in advance for purposes listed in 2), a-d of this policy. Within 48 hours after returning from the requested time off, or in cases of unscheduled absences, within 48 hours of the absence, the employee shall provide documentation of the reason for the absence which may include but is not limited to:

- a. A police report indicating that the employee was a victim of domestic violence or sexual assault;
- b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault or other evidence from the court or prosecuting attorney that the employee has appeared in court;
- c. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or

mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Employees may use any accrued paid leave (or, if paid leave is unavailable to the employee, unpaid leave), not to exceed a total leave of eight (8) days per calendar year as time off for the purposes specified in 2) of this policy. It should be recorded on the timesheet using the appropriate absence code.

The employer shall maintain the confidentiality of any employee requesting leave under the qualified situations listed in this policy. Supporting documentation shall also be treated as confidential.

## **Workplace Breastfeeding**

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Leavenworth County supports employees who are nursing mothers by providing reasonable time and facilities for expressing milk while at work. directors, supervisors, and employees shall work together to find the most appropriate and healthy solutions for employees needing time and a private space for expressing milk.

## **Safety Policy**

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**Safety 1<sup>st</sup> in every activity performed, every day, every time. Safety is your responsibility**

Leavenworth County is committed to the safety and wellbeing of its employees and citizens, with the ultimate goal to provide the safest work environment possible. The Leavenworth County Safety Committee is charged to identify obstacles and create solutions to improve workplace safety, encourage employee wellness, help identify employee safety training needs, and carry out accident investigation procedures. The Safety Committee helps ensure that the policies and practices used by Leavenworth County promote a safe work environment.

These policies are designed to be a broad overview of the safety requirements throughout Leavenworth County. Each individual job and site has specific safety guidelines that must be followed. Any questions related to these guidelines should be directed to your supervisor.

Safety starts with you and it is your responsibility to report any unsafe conditions, acts, or practices to your supervisor. Supervisors will work to address any concerns they believe are safety issues as soon as possible. The Safety Committee welcomes any employee suggestions related to accident prevention or safety. Suggestions may be directed to any Safety Committee member or your immediate supervisor.

To ensure Leavenworth County departments are adhering to safety policies, the Safety Committee may conduct unannounced on-site safety inspections at any time. The results of these inspections will be forwarded to the Department Director/Elected Official for review and/or corrective action.

Each Department Director/Elected Official is responsible for site specific safety plans, policies, and training related to their department. Department Directors/Elected Officials and supervisors shall also provide the following leadership and direction related to safety:

- Promote safety awareness and encourage a proper safety example and attitude
- Initiation and evaluation of a safety program
- Cooperate with the Safety Committee
- Conduct periodic site inspections
- Create job hazard analysis when appropriate
- Provide training for staff on safety related topics and document training attendance
- Ensure prompt action is taken to correct unsafe conditions and practices when identified
- Ensure employees may communicate safety risks without fear of reprisal
- Ensure all reports of accidents and near misses are investigated and reported promptly
- Review spot checks and, when appropriate, comply with recommendations of inspectors
- Analyze requirements for protective equipment needed to complete the job safely
- Ensure all required safety devices are available for employee use if specified in the job hazard analysis
- Adherence to all provisions of this policy

Employees are also responsible for promoting a safety culture within Leavenworth County by doing the following:

- Following all instructions of your supervisor
- Compliance with this policy
- Report unsafe conditions to your supervisor
- Keep work areas clean and orderly
- Use all required safety equipment and PPE for the job
- Operate only the equipment you are trained on and required to use for the job
- Use the correct tool/equipment for the job
- Know the location of firefighting, first aid, and emergency response equipment
- Be familiar with the department/site's operating, contingency and COOP

Employees are responsible for following established guidelines regarding accident reporting:

- All injuries and near misses will be reported to your supervisor immediately
- All necessary paperwork will be completed as soon as possible after the incident
- If EMS is needed, the supervisor or first available person will call 911
- If EMS is not necessary but the employee needs to be seen at the hospital or urgent care clinic:

- The supervisor will determine if the employee can safely drive themselves; or
- If the employee needs transported, the supervisor will arrange for the transportation

### **Terms and Definitions**

**Job Hazard Analysis (JHA)** – a list of all hazards associated with a specific job or duty. Available from the supervisor.

**Personal Protective Equipment (PPE)** – gloves, hard hats, safety shoes, eye protection, hearing protection, high visibility vests. Required PPE will be identified in the JHA as well as available from the supervisor.

**Continuity of Operations Plan (COOP)** – internal county plan to address emergencies and contingency plans. Questions about this plan should be directed to the supervisor.

## **Family Medical Leave (FMLA)**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth;
  - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee’s spouse, child, or parent who has a serious health condition;
  - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;” **or**
  - Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

Typically, employees must exhaust all accrued leave prior to entering into a Leave Without Pay status. However, at the employee’s discretion they are allowed to maintain up to 80 hours of leave for use after return from FMLA.

It is Leavenworth County’s intention to be fully compliant with all Federal guidelines as they pertain to FMLA. Therefore, the County will refer to the current federal guidelines as they apply to public entities to ensure compliance with the FMLA. The following informational poster is provided

directly from the Department of Labor to help employees understand their rights. For additional, more thorough, information please contact Human Resources for a copy of the FMLA Employee guide or visit the Department of Labor's web site at <https://www.dol.gov/whd/fmla/employeeguide.pdf> to download a current version.



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

## REQUESTING LEAVE

## EMPLOYER RESPONSIBILITIES

## ENFORCEMENT



For additional information or to file a complaint:

# 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



## **Workers' Compensation** Revised 3-1-2020

When filing a workers' compensation claim, all forms shall be submitted to the Human Resources Department within 24 hours of the reported injury. The workers' compensation forms are available on the County Intranet. All forms are to be completed even if the injury does not warrant immediate treatment.

An employee may receive full pay for the first week when injured while on duty. The date of the injury will constitute the start of the time and the full day will be recorded as work comp time. Twenty-four hour employees may receive pay based upon the 7-day schedule. At the end of seven calendar days, workers' compensation will pay two-thirds (2/3) of an employee's salary. The County will pay the remaining one-third (1/3) of the salary up to fourteen (14) calendar days.

After the fourteen (14) days, if the employee is still drawing workers' compensation, they may use their accrued sick or annual leave to make up the one-third (1/3) of the salary not paid by Workers' Compensation until able to return to work.

- 1<sup>st</sup> week: 100% covered by LVCO, coded as workers comp.
- 2<sup>nd</sup> & 3<sup>rd</sup> week: 2/3<sup>rd</sup> covered by Workers Comp (not coded) and 1/3 covered by LVCO, coded as workers comp.
- 4<sup>th</sup> week: 2/3<sup>rd</sup> covered by Workers Comp (not coded) and 1/3 covered by Employees, coded as FMLA Sick or Vacation.

**Scheduled Appointments** - When an employee has therapy or doctor's appointments scheduled (due to a w/c injury) during their regular work schedule, the following will apply. The County will pay up to three (3) hours towards a doctor's appointment and therapy treatments regardless of location with the approval of their department head or elected official.

When an employee has therapy or doctor's appointments scheduled (due to a w/c injury) during non-work hours (after normal business hours, scheduled holidays, scheduled days off) the following will apply. The County will pay up to three (3) hours towards a doctor's appointment and therapy treatments regardless of location. Additional time needed for these appointments may be compensated with the approval of the employee's supervisor. When scheduling appointments, it is the duty of the employee to secure times during regular working hours if and when possible.

Time used for appointments will not be considered hours worked for the purpose of calculating overtime wages. Mileage reimbursement may be available through workmen's compensation and shall be tracked via the form available from Human Resources.

**Light Duty** – The authorized treating physician and the injured employee's department, in consultation with the Human Resources department will actively seek to return the employee to modified duty consistent with any restrictions provided by the authorized treating physician when modified, light duty work is available. The department shall not require, nor shall the employee perform, duties that are beyond the authorized treating physician's stated restrictions. Return to modified duty is temporary and until such time as the

authorized treating physician makes further recommendations or findings.

**FMLA** will run concurrently with all workers' compensation claims. Sick and annual leave accumulation will be prorated based on the employee's portion of paid leave. If the employee's leave has been exhausted, no sick and annual leave accumulation will be earned.

## Substance Abuse

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### I. GENERAL

#### Purpose

Leavenworth County recognizes that employees are our most valuable assets and the most important contributors to our continued growth and success. We are firmly committed to the safety of our employees. Leavenworth County will do everything possible to prevent workplace accidents and is committed to providing a safe working environment for all employees.

To further this goal, Leavenworth County has developed a Drug-free Workplace Policy. The program will consist of three components: Post-Offer Drug and/or Alcohol Screen, Reasonable Cause Drug and/or Alcohol Screen and Post-Incident Drug and/or Alcohol Screen. This policy applies to all candidates for employment as well as all current employees. This policy also serves to reinforce Leavenworth County's intolerance for illegal drug use and working under the influence of alcohol.

Commercial motor vehicle regulations are not included in this handbook. A copy may be acquired through the Human Resources Department.

#### Post-Offer Testing

Leavenworth County believes accident prevention and a safe work environment begin with hiring. As such, all applicants for safety sensitive positions and positions requiring CDL that are offered employment will be required to undergo a Drug and/or Alcohol Screening. Employment positions requiring screening is conditional on the results of the Drug and/or Alcohol Screen.

**Procedure:** Any applicant the County hires will be directed to the proper clinic, at County expense, to undergo a Post-Offer Drug and/or Alcohol Screen. The clinic will release the results to the Human Resources Director, who in turn will notify the department director of the results.

**Consequence:** In the event the drug test comes back positive, the Medical Review Officer (MRO) will review the report and contact the applicant to determine if any extenuating circumstances, relevant at the time of the test, could have resulted in a false positive. The MRO will determine if the applicant will be re-tested. If any applicant tests positive with a blood alcohol level exceeding .02 or any non-prescribed illegal substance listed in Exhibit 'A', Leavenworth County will withdraw their offer of employment. If any applicant refuses to submit to the tests, the offer will be withdrawn. If the results are returned dilute, the

County will pay for one (1) additional test. Dilute specimen will not be accepted as a negative result.

**Reasonable Cause**

Leavenworth County reserves the right under all applicable laws to test any employee for alcohol and illegal drugs if the employee shows signs and symptoms of impairment. Department Heads, elected officials, and supervisors that identify an employee, exhibiting signs and symptoms of impairment should have the employee screened for potential factoring substances.

**Procedure:**

If a Department Head, elected official or supervisor identifies an employee exhibiting these signs or symptoms, the employee will be escorted by the supervisor to the county Health Department where preliminary alcohol and urine drug analysis will be performed. The employee and supervisor will remain at the Health Department until test results are returned.

The supervisor shall notify the Health Department by calling 913-250-2001 of the need for a county employee screening Monday – Friday 0800-1700hrs. The appropriate staff at the Health Department will administer the screening. If a screening is required after hours, Leavenworth County Sheriff Dispatch (913-758-4022) will be contacted to have the County Health Officer and/or alternate contacted. If the Health officer and/or alternate cannot be reached within 30 mins the manager will contact the County's contracted screening provider.

Screening results and any post-accident or incident testing results shall be forwarded to the HR Department and the results placed in the employee's confidential file.

It is imperative that the Department Heads, elected officials, and supervisors not allow the employee to eat, drink, and/or utilize any form of tobacco product prior to the screening. The employee should also refrain from utilizing the bathroom until after screening is completed. Screening should be completed as quickly as possible.

Negative test results, on the preliminary test, should not routinely require further screening. If the preliminary results are negative, the employee would be authorized to return to normal work activities. If the employee is still exhibiting signs and symptoms of impairment the employee may be referred for further definitive screening.

If any test performed returns a positive result, or invalids appear, the Employee will be referred to the county's contracted screening facility for further testing. After hours the Health Department will contact the County's contracted screening facility. The employee will not be permitted to work until test results are returned. If the results are returned dilute, the County will pay for one (1) additional test. Dilute specimen will not be accepted.

If an employee refuses to submit to the screening, they will be considered insubordinate and notification will be made to the Department Head or elected official, the County Administrator and County Counselor.

### **Post-Incident Testing**

This policy applies to all Leavenworth County employees involved in a work-related accident. Any employee involved in a work-related accident must inform a supervisor immediately. Post-Incident screening is mandatory in the following instances:

- Any motor vehicle accident that involves any member of the public.
- Any accident that results in physical injury, however slight, to any member of the public.
- Any accident that results in damage to non-county property in an amount above \$1,000.
- Any accident that results in damage to county property in an amount above \$5,000.
- Any accident that results in physical injury, however slight, to another employee.
- Any accident that results in physical injury to the employee that necessitates medical care and treatment
  - In any such incident screening shall be conducted either concurrent with medical care or immediately upon the conclusion of the rendering of care.
- Any accident in which the employee exhibits any signs or symptoms of impairment.

### **Procedure:**

**Contact the HR Department by calling 913-364-5764 to provide notice of need for post-accident testing.**

Any employee involved in any accident involving bodily injury to the public or another employee, or CDL holders involved in any driving accident, will **not** report to the Health Department for preliminary screening. The employee will be escorted by a supervisor to the county's contracted screening facility during normal hours of operation 8am until 4:30pm. After hours the Department Heads, elected official, or supervisor shall call the County's contracted screening provider. The employee will not be permitted to work until test results are returned.

In accidents or incidents when the above criteria are not met, but personal injury and/or property damage have occurred, and impairment is suspected to be a contributing factor; the employee involved will be escorted by their supervisor to the Health Department where a preliminary alcohol and urine drug analysis will be performed. The employee and manager will remain at the Health Department until test results are returned.

It is imperative that the Department Heads, elected officials, and supervisors not allow the employee to eat, drink, and/or utilize any form of tobacco product prior to the screening. The employee should also refrain from utilizing the bathroom until after screening is completed. Screening should be completed as quickly as possible.

Negative screening results, on any preliminary test, should not routinely require further screening, the employee would be authorized to return to normal work activities. If the employee is still exhibiting signs and symptoms of impairment the employee may be referred for further definitive screening.

The most common causes of a false positive test are cross reactants. Certain foods and medicines, diet plan drugs and nutritional supplements may cause a false positive test result with the preliminary screening. A more definitive test would be warranted and the employee will follow the below procedure for positive and invalid testing.

Positive testing results shall result in referral of the employee to the county EAP program for further evaluation. Employees may be subject to disciplinary action to include up to termination of the employee.

#### **Right to Search**

To ensure that illegal drugs and alcohol do not enter or affect the workplace, the County reserves all legal rights of search and seizure.

Failure to consent to a reasonable search will be grounds for termination or denial of access to County premises.

The County will turn over all confiscated drugs to the proper law enforcement authorities. Further, the County will cooperate with and may enlist the services of the proper law enforcement authorities in the course of any investigation.

#### **Arrest or Conviction for Drug Related Crime**

If an employee is arrested or convicted of a drug-related crime, the County may investigate the circumstances and County officials may require a drug test.

As a condition of employment, an employee shall notify their immediate supervisor of any criminal drug statute conviction or for any plea of guilty, nolo contendere or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the County within five (5) days of such conviction, plea or imposition.

## **Meal / Lodging Reimbursement**

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Employer-provided meals are tax-free under certain conditions, each with different requirements that must be met before the tax-free status applies, subject to federal and state laws.

**Meals provided as a travel expense:** IRS regulations emphasize that reimbursement for meals when there is no overnight travel fails the business connection test as a travel expense and is subject to FIT, FITW, FICA and FUTA and must be reported to HR on a form for meal reimbursement. If employees are required to travel away from their “tax home” substantially longer than a normal day of work, and it is reasonable to assume that sleep or rest is required during the travel, then the reimbursement for meal expenses meets the definition of a “travel expense”. In this case, reimbursement will be paid through Accounts Payable by completing a Purchase Order.

**Example 1:** Jerry is employed for Leavenworth County and is scheduled to attend a seminar in Salina, Kansas. Overnight accommodations will be required due to the distance of the drive. A continental breakfast is

included in the overnight stay. Jerry will eat two meals during his travel. The reimbursement for Jerry's meal expenses meet the definition of a "travel expense" and are exempt from taxes.

**Meals provided as a payroll reimbursement:** If the meal expense does not meet the definition of a "travel expense", reimbursement shall be reported on the appropriate form and submitted to HR payroll for proper reimbursement subject to FIT, FITW, FICA and FUTA.

**Example 2:** Jerry is a Leavenworth County employee and will attend a training class in Kansas City that will last 9:00 a.m. until 4:00 p.m. with an hour for lunch. The cost of the training class does not include lunch. Jerry ate lunch at a nearby restaurant. Leavenworth County will reimburse Jerry for the allowable cost of the lunch. This reimbursement fails to meet the IRS definition of a travel or business expense and is therefore subject to all taxes.

**Business/entertainment expense:** Reimbursements for meal expenses incurred while conducting a meeting with business associates (e.g., providing lunch during a staff meeting) or entertaining clients are exempt from taxes. Reimbursement will be paid through Accounts Payable by completing a Purchase Order.

**Lodging:** Hotel/Motel expenses shall be reimbursed if overnight accommodations are necessary. Reimbursement will be paid through Accounts Payable by completing a Purchase Order and attaching the appropriate receipts.

## County Fleet Vehicles

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The purpose of this policy is to ensure the safety of those individuals who drive county vehicles and to provide guidance on the proper use of county fleet vehicles. Vehicle accidents are costly to our County, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, Leavenworth County endorses all applicable state motor vehicle regulations relating to driver responsibility. The County expects each driver to drive in a safe and courteous manner. The attitude you take when behind the wheel is the single most important factor in driving safely.

### Operator Requirements/Driver Safety

- State law requires that any person operating a vehicle have proof of insurance. Certificates of insurance are provided for all county owned vehicles. It will be the responsibility of the employee to make certain the proof of insurance is in their possession while operating the vehicle.
- Operator of the vehicle is required to carry a valid driver's license.
- It is the department Directors responsibility or authorized employee's to make certain the general maintenance (oil and filter changes, washings, interior cleaned, etc.) is performed in a timely manner. Reimbursement for these expenses will be made through Accounts Payable with the proper receipts attached.
- Payment of speeding and/or parking tickets is the sole responsibility of the employee driving the vehicle. Failure to pay such tickets prior to notification to Leavenworth County by law enforcement agencies may

result in corrective action up to, and including termination for the employee driver.

- The use of a county vehicle while under the influence of intoxicants and other drugs (which could impair driving ability) is forbidden and is sufficient cause for discipline, up to and including termination of employment. (see *Substance Abuse Policy*)
- No driver shall operate a county vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
- All drivers and passengers operating or riding in a county vehicle **must** wear seat belts, even if air bags are available.
- No unauthorized personnel, including family members, are allowed to ride in county vehicles.
- Drivers are responsible for the security of county vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.

### **Personal Use of County Provided Vehicles**

All county vehicles will be used only for business use or as authorized by the Board of County Commissioners. The Board of County Commissioners have authorized the following emergency workers to drive emergency vehicles to and from home which meets all requirements set by the Internal Revenue Code Section 274. The assigned vehicles are classified as “qualified non-personal use” vehicles.

- EMS Director
- EMS Assistant Director
- EMS Field Operations Officer
- Emergency Management Director
- Assistant Emergency Mgmt. Coordinator

All non-emergency employees authorized by the BOCC to drive a county vehicle for personal use are subject to the following rules:

- The Annual Lease Valuation Rule will be applied to determine the taxable income.
- The employee will be required to document all miles driven to determine the percent of personal mileage.
- All mileage logs shall be submitted to payroll for proper assessment.
- All mileage that can be documented as having a connection to county business qualifies as a working condition fringe benefit is excluded from taxable income.
- All other use of county vehicles is considered personal and the value must be included in the employee’s taxable income. Commuting between the employee’s home and principal place of work is considered personal use.

### **Vehicle Damage**

If a county owned vehicle is involved in an accident or receives damage, the responsible employee should contact their Department Director or Elected Official immediately. The appropriate forms are to be completed and a claim filed with the insurance company if necessary.



### **Personal vehicle used for county business**

If a county vehicle is not available for business travel and an employee is required to use their personal vehicle, the county reimburses mileage at the IRS established rate. A mileage log will be required. Reimbursement for this expense will be made through Accounts Payable with the proper documents (approved travel request, receipts if applicable) attached.

Enforcement of this policy shall be the responsibility of the Department Directors or Elected Officials. Violation of any part of this policy could result in disciplinary action and the loss of the privilege of using county vehicles.

### **Vehicle tracking**

All county owned vehicles will be equipped with a GPS monitoring device and monitoring camera. The GPS unit will track driving habits and usage and will report back to the Department Head and/or the Fleet supervisor when unauthorized use or unsafe driving practices are detected. These reports may be used for disciplinary actions including termination.

## **Conceal Carry**

Leavenworth County acknowledges the Second Amendment of the U.S. Constitution and laws of the State of Kansas regarding the right to carry concealed firearms. All employees are afforded their constitutional and statutory rights to the extent it does not substantially interfere with their ability to perform their job duties. Each department may have their own, more restrictive policies in order to ensure that the daily job functions of employees are not substantially and adversely impaired or public safety imperiled. It is the employee's responsibility to stay informed of both state law and departmental policy.

The Justice Center and Courthouse are secured areas under current state law and therefore the carrying of firearms by anyone other than sworn law enforcement officers or those cleared by the Sheriff's Department is not allowed. If you are unsure of how this affects your rights to carry a firearm, concealed or otherwise into the Justice Center contact the Sheriff's Office or in the Courthouse contact the Human Resource Department prior to attempting to enter the building.

Lack of knowledge by the employee of state statute, Justice Center and Courthouse restrictions or internal department policies will not exempt you from potential disciplinary or legal action.

## **County Alarm System**

### **I. PURPOSE**

To provide guidance on the use of the CISCO Duress Alarm System.

### **II. DEFINITIONS**

**CISCO Duress Alarm System:** Is a system designed to assist vulnerable, threatened or isolated employees, and to instantaneously notify emergency communications and law enforcement of an in-progress emergency.

**Simplex Duress Alarm System:** Is a network based system designated to assist vulnerable, threatened or isolated employees, and to instantaneously notify the Jail Central Control of an in-progress emergency. This system is only available to Justice Center employees and will be augmented by the CISCO duress alarm.

**Disgruntled Citizen/Employee:** A person who is unhappy with the services, personnel or policies of Leavenworth County. May express his/her displeasure in a loud boisterous manner. Actions are not usually threatening, but may escalate. Actions could make the recipient or bystanders uncomfortable or feel threatened.

**Hostile Citizen/Employee:** A person who expresses his/her displeasure with the services, personnel or policies of Leavenworth County by using or threatening to use intimidating or aggressive physical actions and language. Actions could make the recipient fearful of harm.

**Suspicious Person:** A person whose actions would lead a reasonable person to believe a check of the person is warranted.

**Active Aggressive Person:** A person who has become physically aggressive towards another person.

**Active Shooter:** A person who is actively shooting or attempting to shoot others.

**Level I Response:** The appropriate response to a disgruntled citizen. The Leavenworth County Sheriff Office would respond and inquire into the situation and make a determination if further assistance is needed. This response should be reserved only for situations where the employee/staff has exhausted all attempts to resolve the problem.

**Level II Response:** The appropriate response to a physical aggressive person or active shooter. Available Sheriff Deputies, and if necessary other county law enforcement, would respond. The deputies who arrive on the scene first will make the determination if further assistance is needed.

- III. **POLICY** It is the policy of the Sheriff's Office to provide security for the citizens and employees who patronize and work in Leavenworth County buildings. The CISCO duress alarm is a telephone based system utilized to enhance the level of security.
- IV. **PROCEDURE** If an employee encounters a volatile situation and/or feels threaten he/she may push the designated alert button on his/her telephone. An alert will ring directly into Communications. Leavenworth County Sheriff emergency communications personnel will address the alert upon receipt and dispatch the appropriate personnel.

It is imperative for users of the CISCO duress alarm to understand communications personnel may be involved with emergency radio traffic or 911

calls simultaneously and independent of your respective emergency. All threat notifications will be handled in an appropriate manner.

Due to the possibility of a malfunction in the software or a failure of the host system, employees shall follow-up with a call to 911 if it does not heighten or create further safety concerns. Callers shall be prepared to provide their location as specifically as possible, i.e. their specific department as opposed to the courthouse. Additionally, subsequent information following the format of Who?, What?, When?, Where?, and Why? may be sought to aid emergency responders.

## V. ALERT LEVELS

**A. Level I Alert:** If an employee or patron encounters a disgruntled citizen/employee he/she should notify their immediate supervisor. The supervisor will appraise the situation and determine if a Sheriff's Office response is necessary and make the alert by calling Sheriff's Communications directly. This would initiate a Level I response by sheriff deputies. Personnel should be prepared to escalate the alert if necessary. Employees will follow the instructions of their supervisor until deputies arrive. Each department Director and elected official is encouraged to have a policy or response plan developed for their respective organization. The first deputy to arrive on scene will determine if further assistance is needed.

A Level I alert would also be used for a suspicious person call. Employees and supervisors are discouraged from approaching the person while waiting for deputies to respond.

**B. Level II Alert:** If an employee or patron is threatened with physical violence or physically attacked the employee will push the designated alert button on their telephone. Additionally if an employee observes a firearm, witnesses an active shooter or hear gunshots indicating an active shooter, the employee will push the designated alert button on their telephone. This will initiate a Level II response by Sheriff Deputies and if necessary other county law enforcement. During an active shooter event employees should evacuate the building, shelter in place or move to a pre-determined safe area. Employees will follow the instructions of their supervisors until law enforcement personnel arrive. A large scale law enforcement response is appropriate. The priority of law enforcement will be to eliminate the threat.

**Note: Due to the alert only sending a pre-recorded message to communications it is imperative, a 911 call be made to pass on pertinent information.**

- A. **Information Gathering:** If personnel involved in the incident have the opportunity they should mentally note a description of the individual(s), other identifiers and any threats or statements that were made, for reporting purposes.
- B. **After the Event:** Personnel involved should meet as soon as possible after the incident to determine; response effectiveness and improvements, ideas for improving security, if the threat persists and if investigative follow up is needed.

## VI. Simplex Duress Alarm System

Justice Center employees will still have access to the Simplex panic button, but should use the CISCO system as the primary alert.

# CODE OF CONDUCT

## Intent

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Government service employment requires county employees to perform their duties with the highest level of moral principles and integrity. Government is most effective with the consent of the citizenry and therefore each employee must ensure they are acting appropriately to receive the trust and confidence of the citizens. Leavenworth County strives to be known for their reliability, honor, and service as a government. The ethical obligations of government service employment goes beyond mere legal obligations and requires from each employee a sensitivity to the potential ramifications of his/her conduct, as well as the public perception of such conduct.

## Ethics

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County employees should:

- A. Maintain high moral and ethical standards.
- B. Ensure public confidence through the integrity of the employees.
- C. Use a five-step method in determining proper course of action when faced with uncertain ethical obligations:
  1. Is the action I am considering legal?
  2. Is the action I am considering conducted in accordance with the County or Departmental policies?
  3. Is the action I am considering ethical and in the best interest of the citizens?
  4. Is the action I am considering based upon the values of the organization?
  5. Am I willing to be held accountable for this action by the public, BOCC, Administrator, Department Director, Supervisor, and colleagues?
- D. Support the lawful action of the Government, its officials and employees.

## Honesty

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The mission of the County can only be carried out with the expectation of trust and honesty with respect to all employees. All employees are expected to perform their duties and conduct themselves at all times when working for or representing the County in any setting, with complete honesty and trustworthiness. This includes, but is not limited to, completing all County records, reports, time cards, or other County documents. Employees must also be honest and trustworthy in all verbal and written communications with others to include, but not limited to, the public, BOCC, and other County employees. Any falsification, lying, or untrue communication will be considered dishonest behavior.

## Conflict of Interest

Leavenworth County is dedicated to building a stronger community by promoting cooperation and developing innovative solutions. Leavenworth County strives to operate in an open and transparent way that inspires confidence that the organization is an effective steward of public resources. Leavenworth County participates in activities and makes decisions in a number of areas that influence the use of federal, state and local government funds and private contributions. It is in the best interest of Leavenworth County employees, Elected Officials, and Commissioners to be aware of and properly manage all conflicts of interest or appearances of conflicts of interest.

### ***Intent –***

This conflict of interest policy is intended to help Department Directors, Administrators, Elected Officials, committee members and employees identify conflicts of interest and disclose them to the appropriate authority in accordance with legal requirements and the goals of accountability and transparency in all Leavenworth County operations.

The purpose of this conflict of interest policy is to ensure that employees, elected officials of the county and participants on the Leavenworth County board and committees have clear guidance when participating in any Leavenworth County decision-making process that could have a conflict of interest and to know what actions to take when faced with those circumstances. Questions regarding what may or may not constitute a conflict of interest are invited and should be referred to Human Resources for answers.

### ***Interested Person–***

Any employee, elected official of the county or member of a Leavenworth County board, commission, committee or subcommittee charged with decision-making or making recommendations for funding, who has a direct or indirect financial interest, as defined below, is an interested person.

### ***Financial Interest***

An employee or elected official or member of a committee has a financial interest if that person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which Leavenworth County has a transaction or other financial arrangement,
2. A compensation arrangement with Leavenworth County or with any entity or individual with which Leavenworth County has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Leavenworth County is negotiating a transaction or arrangement.

Family members are defined in the definition section of the manual as: Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunts, uncles, grandchildren, grandparents, and domestic partners of the employee or spouse/partner of any of the above.

### ***Disclosure, Notification, and Review Policy***

Each Department Director, committee member, and employee shall disclose any relationships, positions or circumstances in which he or she is involved

that he or she believes could contribute to a conflict of interest when and if such situations arise.

If an employee, board member or committee member is unsure as to whether or not a conflict of interest exists, it is their responsibility to consult with the Leavenworth County Counselor to make a determination. If after such consultation, the individual is still unsure, then the Board of County Commissioners will make a determination.

***Transparency and Professional Conduct***

In connection with any actual or possible conflict of interest, an interested person must disclose the existence, or potential of appearance of the conflict of interest.

A person who has a conflict of interest in a certain matter shall not participate in the discussion or consideration of that matter. Such person shall not attempt to exert his or her personal influence with respect to the matter.

The interested person shall abstain from any votes on funding recommendations, contracts or other transactions in which there is an interest as defined above.

***Gifts, Gratuities and Entertainment***

Leavenworth County employees shall avoid accepting, directly or indirectly, any rebate, gift, meal, money or anything with a monetary value in excess of \$50.00 from an organization, vendor, or person that could benefit from any Leavenworth County action or other transactions. Prizes won through participation in drawings or games of chance are not considered a violation of this policy. From time to time, vendors may pay for meals apart from any bid process or other items of non-monetary value such as pens, note pads, calendars, or occasional food.

***Committee Representation***

Leavenworth County makes funding decisions that benefit local communities within the County. It is not a conflict of interest for a board member or a committee member, who is also an Elected Official or county employee, to advocate for or vote on issues that will affect their jurisdiction. If an elected official serves on another public board by virtue of their elected office, it is not a conflict of interest for that elected official to participate in discussions and vote on matters affecting that other public body, but disclosure of that relationship should be publicly made

***Failure to Disclose and Reporting***

If a Leavenworth County employee has reasonable cause to believe a violation of this policy has occurred that employee shall inform an appropriate supervisor or the County Administrator with an explanation for such belief. The person accused of violating this policy will be given an opportunity to explain the alleged failure.

## **Political Activity**

Employees may engage in political activities without fear of discrimination or retribution, to included but not be limited to

1. Join a political party or club.
2. Register to vote as they choose.
3. Assist or volunteer in voter registration.
4. Contribute money or time to a political organization.
5. Attend political rallies, meetings, or fundraisers.
6. Sign petitions.

7. Campaign for or against referendums, constitutional amendments, social causes, etc.

Employees shall not engage in any political activities while on duty. Political Activities are not to disrupt the workplace or hinder the delivery of services to the public. Employees are not to use their position to influence, coerce or command in any way that may intentionally or unintentionally:

1. Influence another person's vote.
2. Advise or recommend the payment, lending or contribution of any value.
3. Interfere with the free exercise of any personal rights.

In the event that an employee becomes a candidate for an elected position, he/she must comply with all Federal laws and Kansas Statutes.

## **Nepotism and Employment of Family**

Family members of a County employee may not regularly work in a benefit eligible position where a direct or indirect reporting relationship exists or which could cause a conflict of interest or appearance thereof. Benefit eligible employees hired prior to 1/01/2018 with positions in conflict with this policy will be exempt in their current positions, but will not be allowed to later move into a position in conflict with this policy. It is the employee's responsibility to disclose, notify, and report any changes in relationship status. Failure to disclose relationships or facts to the County may lead to disciplinary action, up to and including termination of all employees involved.

Family members are defined as:

Parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, son-in-law, sister-in-law, brother-in-law, mother-in-law, father-in-law, aunts, uncles, grandchildren, grandparents, domestic partners, and significant other/romantic partner of the employee or spouse/partner of any of the above.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit to a family member. This is to include, but may not be limited to, work assignments, performance reviews, job classifications, hiring, or discipline.

## **Personal Romantic Relationships**

The County desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment and employee morale that can result from romantic relationships involving employees of the County.

Employees may be prohibited from becoming romantically involved with other employees when, in the opinion of the County, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. Employees shall immediately and fully disclose the relevant circumstances to their Department Director. The Department Director will work with Human Resources to determine if a conflict exists and make a recommendation to the County Administrator. The County Administrator will make the final ruling.

## Outside Employment

County employment shall be considered the primary employment and no employee may engage in outside employment that would interfere with the interest of the County or without prior approval from their Department Director or County Administrator, which will not be unreasonably withheld.

Outside employment shall not:

1. Interfere with the performance of the employee's duties.
2. Involve a conflict of interest.
3. Interfere with employee's regular assigned working hours.
4. Interfere with employee's responsibilities to the County for on-call or emergency services.

Any employee who obtains full-time or part-time employment elsewhere while on an authorized leave of absence without pay is subject to termination with the County unless prior approval is obtained by the County Administrator, which will not be unreasonably withheld.

## Release of Information

Employees shall at all times be courteous, friendly and helpful to those members of the public seeking information from or about the county. Unless release of information is a normal part of their duties, employees should promptly direct inquiries for information to the Department Director, the County Clerk, or any person designated as the Public Information Officer. It is not the intent of the County to be secretive or to withhold valid information but to assure that all information required to be released is provided timely and accurately. Therefore all open records requests will be directed the County **Counselor** for review prior to the release of documents.

Employees are reminded that information concerning subjects under discussion or consideration often changes in content and meaning before becoming an accomplished fact. Draft and preliminary work is not subject to open records requests and therefore should not be released in order to minimize misunderstanding and confusions.

Employees who receive a subpoena or legal request for a statement regarding County business that is not part of the employee's normal work course shall immediately notify their Department Director who shall notify the County Administrator and County Counselor.

## Media Relations

Unless it is a common responsibility of their position, employees shall notify their Department Director, supervisor or the County Administrator of any requests by the media prior to providing such information. Leavenworth County is to provide the public and media with complete and accurate information in a timely manner.

## Solicitation and Distribution

Employee contributions to recognized charitable organizations or fundraisers are purely voluntary. Employees of the County are prohibited from selling merchandise or soliciting contributions from other employees during normal work hours. Work hours do not include authorized breaks. The use of county property to include, but not be limited to, computers, copiers, and fax machines shall not be used to advertise or solicit non-work related, or non-official County



business or events without prior approval by the Department Director, elected official, County Administrator or the Board.

## **Use of County Property**

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Employees shall not use County property, equipment, or vehicles except in the performance of official duty, nor shall they permit its use by an unauthorized person either on or off duty.

### ***Vehicles***

Some employees are issued and are responsible for a County vehicle which may be driven to and from work and lunch and to conduct official business. Such vehicle shall not be used for personal or private business. Other employees may be authorized to use County vehicles for county business upon the approval of the Department Director and County Administrator. Abuse of this policy may result in withdrawal of the vehicle and appropriate disciplinary action. All employees who are authorized users of County vehicles are subject to the County Fleet Vehicle Policy.

### ***Computers***

Employees are to use the County computers with the expected level of professionalism. Some employees may be issued laptops due to the nature of their job duties. Computers are the property of Leavenworth County and subject to search, review, and confiscation at any time without notice. All employees are subject to the IS Department Technology Policy.

### ***Cell Phones, Tablets, and Other Handheld Electronic Devices***

County issued cellphones are to be used for business use only. Usage may be monitored and audited to ensure compliance with the business use policy. In the event a county owned device is lost, stolen or damaged the employee will report this immediately to their supervisor. Upon ending employment with the County any devices will be returned in good working condition on the employee last day.

Certain employees may be awarded an allowance for cell phones due to the employee's job duties. The amount of the stipend will be \$64 monthly for standard cellular phones and \$103 per month for smart phones. If awarded a stipend the employee shall be responsible for all aspects of keeping their phone operational and for any damage to their phone. In the event the employee discontinues their coverage they must immediately notify their supervisor.

All Employees are prohibited from excessive or otherwise disruptive use of personal electronic devices while on duty. Employees are asked to ensure friends and family know this policy and utilize personal cell phone usage in circumstances demanding immediate attention. The County will not be liable for the loss or damage to a personal electronic device that an employee brings into the workplace.

Employees are expected to refrain from using their personal devices while driving. Under no circumstances may an employee, while driving, use any electronic device to read material, write notes or messages, or send texts or emails. The use of a GPS mapping service is allowed.

### ***Facsimile and Copy Machines***

The facsimile and copy machines are for legitimate business purposes only and should not be used for personal use. Any personal use must be approved by a supervisor or Department Director and appropriate compensation to the

county made. Employees are prohibited from using these machines for the purpose of sending, receiving, or copying materials that may be deemed offensive or insulting in nature. Any employee who receives vulgar material from any source is to report the transmission to the IS Department and the County Administrator immediately.

## Data Access

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All documents, data and electronic communication created with, stored on or transmitted through County provided electronic media is solely the property of the County. Further, all employees acknowledge there is no expectation of privacy when accepting employment with the County and reconfirm this every time they login to the County network. However, the County should not unreasonably utilize this information to spy on, monitor or track their employees.

No one should access another employees files, browsing history, electronic communications, recordings or emails without that persons knowledge unless the request comes from at least two of the following sources, the employees Department Director, the County Counselor, County Clerk, County Administrator or Sheriff. The only way the County Administrator should not be included in the request is if they are unavailable in an emergency in which case they are to be notified as soon as possible. If there are allegations of wrong doing against the Administrator the Sheriff and County Counselor must be involved in the request.

- Exceptions to this rule would be;
  - A directive by the BOCC given during a public meeting by a majority vote.
  - Information secured by the Sheriff or County Attorney in which case their policies and state and federal laws shall apply.
  - When an employee leaves employment with the County in which case their Department Director or designee will be given access.

No request from someone claiming to be from an outside law enforcement agency should be honored without a subpoena and only after review by the appropriate legal counsel unless it follows the above procedure.

All requests should be in writing in order to document the appropriate level of permission has been granted.

Anyone caught accessing another employee's information mentioned above without the proper authorizations should be reported immediately to the County Administrator and County Counselor or Chairman of the BOCC if one of the previous two are involved.

## Dress and Appearance

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County employees are expected to present a professional and business-like image to the public. Our standard of dress is Business Casual unless your county position requires you to wear a specific uniform or you are in a labor, technician, maintenance or outdoor-type position. Business Casual is a style of clothing that is less formal than traditional business wear, but is intended to

give a professional business-like impression. What is appropriate for employees in one department may not be appropriate for another.

Determination of an employee's specific dress and appearance is a supervisory responsibility and shall be treated as such. Alternate personal appearance standards in accord with these general principles may be established in departmental rules.

## **General Prohibitions**

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Employees are expected to conduct themselves in a manner becoming of public employees. Employees shall not make false claims, certifications, or appointments under the policies set forth in any manner in an attempt to commit any fraud or impersonation.

## **Badges and other Insignia**

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Employees whose duties involve a badge, insignia, or access card as evidence of authority or identification shall not permit such badges to be used or worn by anyone who is not authorized or permitted to wear them. Certain employees of Leavenworth County are trained to assist and respond in emergency situations. The ID Badge can store such employees' emergency response credentials. This data will be captured and stored in a database in order to dispatch individuals who are able to respond in emergency situations.

The ID Badge will assist in assigning and tracking employees as well as equipment in an emergency situation. The Employees' first and last names will be included on their identification badges. Due to required certification renewals, emergency response cards will expire after four years.

Employees must take care to ensure that the badges are not visible to the media or displayed in such a way that would allow for photographing or duplication. Upon termination/separation with Leavenworth County, identification badges must be turned in to the direct supervisor or Department Director.

## **Professionalism in the Workplace**

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Leavenworth County strives to foster a work environment that respects the dignity of all employees and members of the public. All employees are expected to maintain a high degree of professionalism to the public, co-workers, subordinates, and superiors. Malicious, vulgar, obscene, threatening, intimidating language, bullying, physical abuse, discriminatory action, or harassment are counterproductive and will not be tolerated in the workplace. Leavenworth County prohibits any behavior that is discourteous, demeaning, or creates a hostile work place.

### *Social Media*

Social media presents certain risks and carries with it certain responsibilities for county employees. Employees are solely responsible for their personal, non-work related use of social media; however, it is to be in accord with all policies presented within this manual. For the purposes of understanding social media, it is to be known as, but not limited to, any information made available on the internet. This includes any and all personal websites, blogs,

social networking, or other online venues regardless of the disassociation of Leavenworth County.

Employees are not to use social media to speak on behalf of the county unless specifically authorized to do so. If you mention Leavenworth County, its services or its employees in any capacity on any website or social media site, without prior authorization to speak on behalf of the county, you must state that the views expressed are your personal views and do not necessarily reflect the views of Leavenworth County.

Employees are not to post complaints or criticism, using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage members of management, patrons, vendors and suppliers, or people who work on behalf of Leavenworth County, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or county policy.

Employees shall maintain the confidentiality of Leavenworth County's private or confidential information. Private or confidential information includes internal reports, policies, procedures or other internal business-related confidential communications, as well as information that is required to be kept confidential as a matter of law.

## **Anti-Harassment**

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Leavenworth County strives to maintain a workplace that fosters mutual employee respect and promotes harmonious and productive working relationships. Our organization believes that discrimination and/or harassment, in any form, constitutes misconduct that undermines the integrity of the employment relationship.

Therefore, Leavenworth County prohibits discrimination and/or harassment that is sexual, racial, or religious in nature or is related to anyone's gender, national origin, age, sexual orientation, ancestry, disability and/or any other forms of harassment. Leavenworth County will not tolerate any bullying, harassment or intimidation.

This policy applies to all employees throughout the organization and all individuals who may have contact with any employee of this organization including contractors and vendors.

If an employee feels he/she has been subjected to any form of harassment and/or discrimination, the employee should report it to his/her immediate supervisor, Department Director, Human Resources, or the County Administrator. All reports and complaints of harassment should be reduced to writing and shall be filed with the Human Resources Director or the County Administrator. Written findings shall be made upon the completion of the investigation and shall be forwarded to the County Administrator for disposition with confidentiality.

Complaints, investigation reports and disposition reports regarding claims of harassment shall be maintained as confidential material. However, the nature of the complaint shall be shared with the employee about whom the complaint is lodged. All involved in or aware of any investigation or harassment shall maintain such information as confidential.

If any employee is found to have violated this policy, disciplinary action will be taken.

## **Right to Notify and Inform**

Leavenworth County is committed to providing an environment of integrity that encourages the disclosure of violations of law or policies to the proper authorities while protecting employees and other members of the community, who make good-faith disclosure of suspected wrongful conduct, from retaliation.

No supervisor, Elected Official or Department Director of any County department shall prohibit any employee of the County from discussing the operations of the department, either specifically or generally, with any member of the Board.

No supervisor, Elected Official or Department Director of any County department shall:

1. Prohibit any employee of the department from reporting any violation of State, Federal or County laws or rules and regulations to any person, agency or organization; or
2. Require any such employee to give notice to the supervisor, elected official or department director prior to making such report.

This policy shall not be construed as:

1. Prohibiting a supervisor, elected official or department director from requiring that an employee inform the supervisor, elected official or department director as to requests from the Board for information or the substance of such information to be communicated to the Board by such employee;
2. Permitting an employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to leaves, unless the employee is requested by a member of the Board to appear before the Board;
3. Authorizing an employee to represent the employee's personal opinions as the opinion of the County department; or
4. Prohibiting disciplinary action of an employee who discloses information which:
  - a. The employee knows to be false or which the employee discloses with reckless disregard for its truth and falsity;
  - b. The employee knows to be exempt from required disclosure under the open records act; or
  - c. Is confidential under any other provision of law.

## **Searches and Inspections**

Employees should understand that there is no unreasonable expectation of privacy on County premises or in County vehicles. In order to protect the safety and property of all employees, the County reserves the right to, with reason or probable cause, inspect all County vehicles, all County areas, and all items brought onto the County's physical premises including, but not limited to, work areas, desks, lockers, cabinets, and computers. Refusal to cooperate with the County in any reasonable search or investigation will result in discipline, up to and including immediate termination.

## **Investigation of Misconduct**

To protect our employees, public, and county assets the County must be able to reasonably investigate suspected or alleged misconduct. Employees should cooperate and assist administration to the fullest extent possible in investigating misconduct, whether their own or another's. Such cooperation and assistance includes being completely honest and submitting to searches and/or drug and alcohol tests. Any employee's failure or refusal to unreasonably cooperate and/or assist in any investigation related to the workplace is grounds for discipline, up to and including, immediate termination. If an employee fails or refuses to cooperate or assist, the County reserves the right to proceed without the employee's statement to make a decision based upon all reasonable inferences.

## **DISCIPLINARY ACTIONS**

### **Intent**

All County personnel, except Elected Officials or employees with separate and distinct contracts, hold their position at the will and convenience of the County and may be terminated at any time.

The BOCC delegates reasonable authority to the Department Directors and Elected Officials to discipline employees under their supervision. Department Directors and Elected Officials shall have the authority and the responsibility to discipline employees for violations of the County's personnel policies and any department guidelines. Department Directors and Elected Officials are responsible for the conduct and effective performance of employees under their jurisdiction.

Employees of the County are expected to conduct themselves in a professional and ethical manner during work hours or while representing the County at outside functions. Employees are expected to treat patrons and co-workers with dignity, respect, and professionalism. Employees are expected to follow County and department policies, procedures, and work rules to include safety regulations. Failure to do so will be grounds for disciplinary action.

### **Standards of Conduct**

The County has established standards of conduct outlined below. These guidelines are placed in written form for the benefit of all employees to ensure fair treatment of all. This list provided here does not change the fact that the County's employees are employees at will, and either the County or an employee can terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice.

This list is not intended to be a complete list of misconduct that may result in immediate termination or other disciplinary action; these are merely some examples of unacceptable conduct. The County reserves the right to discipline or terminate employees for conduct not listed herein.

When an employee does not exercise adequate self-discipline, engages in conduct that causes discredit to the County, or is not successful in meeting the requirements of their job, the County may consider disciplinary actions to correct the problem.

An employee is subject to disciplinary action if:

1. The employee violates the personnel policies and guidelines or any other written guidelines or procedures applicable to the department in which the employee works;
2. The employee's conduct reflects discredit to the County or hinders the effectiveness or efficiency of County operations;
3. The employee has performed an act of misconduct or has failed to perform an act which results in misconduct.

## **Conduct Subject to Disciplinary Action**

The following is a list of conduct which may subject an employee to disciplinary action, up to and including, immediate termination. The list is not exclusive, it is only representative of the types of conduct which subject an employee to disciplinary action.

1. An employee may be suspended, with or without pay, when he or she has been arrested or charged for a crime and is awaiting legal adjudication or has been charged with misconduct while on the job and an internal investigation is being conducted.
2. Is convicted of any state or federal criminal law.
3. Experiences the revocation or suspension of a certification or license, including driver's license, when such is required as a condition of County employment.
4. Violates any written County or Department policy, procedure, or guideline.
5. Violates any policy, procedure, or regulation required by state, federal or any governmental or regulatory agency.
6. Commits sexual harassment.
7. Discharge of duties in a manner which results in the discrimination or harassment to any person on the basis of race, creed, color, gender, age, ancestry, physical or mental disability, sexual orientation, national origin and/or in retaliation for an employee filing a good faith complaint or reporting of employee misconduct, fraud, waste, or abuse.
8. Acts of violence, other flagrant misconduct, serious safety violations or criminal offense.
9. Failure to follow prescribed safety procedures, including failure to notify his or her supervisor of unsafe working conditions.
10. Willful or continued violation of County or departmental safety policies and procedures or willful or negligent creation of unsafe conditions in the workplace.
11. Inducing or attempting to induce any officer or employee of the County to commit an unlawful act or to act in violation of any lawful or official order or regulation.
12. Engaging in any extortion.
13. Taking or using any funds or property of the County for personal use or for sale or gift to others.
14. Giving or attempting to give or receive any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.

15. Taking or offering to take from any person, for the employee's personal use, any fee, gift, or other thing of service or value, in the course of his/her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person. Accepts a bribe, gift, money, or other thing of service or value intended to perform or refrain from performing any official act. Engages in any act of extortion or other means of obtaining money or anything of service or value through his/her position in the service of the County. (Refer to Conflict of Interest Policy.)
16. The making of any false claim against the County.
17. Knowingly making a false statement, report, or claim to or against any employee or official of the County.
18. Material falsification of application for County employment, making a false statement or report in regard to any test certification or appointment, or any attempt to commit any fraud that violates the merit principles of personnel administration.
19. Inappropriate use or possession of controlled substances, alcohol or drugs, except where prescribed by a physician while on duty. Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness as a County employee is impaired. Refer to Substance Abuse Policy.
20. Possession with intent to sell, offer to sell, distribute or give away drugs while on duty or at the workplace.
21. Displays insubordination, to include, refusal to abide by any lawful regulation or order or failure to obey any proper direction made by a supervisor or director.
22. Unprofessional conduct, such as fighting, gambling on County property, discourtesy, rudeness, intimidation or threats of any kind against other employees or patrons, or using vulgar or profane language to any patron, supervisor or another employee.
23. Displays discourteous or disruptive conduct or other offensive behavior in public, to the public, or to employees and officers of the County.
24. Displays inattention to duty, carelessness, or is responsible for the destruction, breakage or loss of public property, supplies, equipment, or funds.
25. Negligent, waste, or willful damage or destruction to public property, supplies or equipment and/or funds.
26. Displays incompetence or inefficiency in the performance of the duties of the employee's position or willful or continued failure to render satisfactory service.
27. Discloses confidential records or information, unless directed to do so by the Department Director or supervisor.
28. Abuse of leave or tardiness.
29. Claiming leave time under false pretenses, falsifying attendance or time records for oneself or another employee or over reporting time not earned.
30. Absence without leave.
31. Failure to give proper notice of absence.
32. Leaves the workplace during scheduled shift or fails to report to work without supervisor approval.



33. Sleeping on the job (does not apply to employees working 24-hr shifts).
34. Unauthorized or unlawful possession of firearms or other weapons on the job.
35. Dress code violation.
36. Harassment or activities creating hostile work environment.
37. Conduct unbecoming of an employee of Leavenworth County in violation of the Code of Conduct, Section 8 of the Employee Manual.

## Disciplinary Protocol

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Copies of written notices and/or annual reviews that include disciplinary, personal improvement plans, or resolutions must be submitted to Human Resources for the employees official personnel file. The following types of disciplinary action are officially recognized by the BOCC, but are not necessarily required to be administered in a sequential fashion:

1. *Verbal Warning*  
An oral reprimand given to an employee by his or her supervisor or Department Director. The Department Director or supervisor will complete a written record of the verbal warning and submit to Human Resources for insertion into the employee's personnel file.
2. *Written Reprimand*  
A written statement to an employee by his or her supervisor or Department Director. This record shall contain the reprimand and guidance for improvements or corrective measures. The Department Director or supervisor will complete a written record of the written reprimand and submit it to Human Resources for insertion into the employee's personnel file.
3. *Probation*  
A Department Director or supervisor may place an employee on probation for a specific length of time during which the employee is required to fulfill a set of conditions or to improve work performance or on-the-job behavior. Failure to meet the probationary requirements will result in additional or more severe disciplinary action.
4. *Demotion*  
A Department Director may demote (placement into a lower paid position) an employee. Such action will be documented and filed with the Human Resources Department.
5. *Suspension*  
The removal of an employee from service, with or without pay, for a specific period of time. Suspensions without pay shall not exceed ten (10) calendar days for any given offense unless the employee is the subject of a pending investigation or has been charged with a criminal offense. In the latter instance, the employee will be suspended pending an investigation. Following such investigation, the employee may or may not be reinstated. Reinstatement will be at the discretion of the County Administrator.
6. *Reimbursement*  
Payment may be required from an employee or terminated employee who has been deemed responsible for equipment that was lost, stolen

or damaged due to neglect or carelessness. Payment may be partial or total cost of the replacement equipment.

7. *Termination*

The removal of an employee from County employment.

The foregoing does not represent an exclusive list of disciplinary actions and other forms of action may be taken. Disciplinary actions are not taken in a prescribed sequential order, but are chosen as the circumstance may dictate and one or more types of disciplinary action may be taken in any particular instance or instances at the sole discretion of Leavenworth County.

## PROBLEM SOLVING PROCEDURES

### Open Door Policy

Due to the serious nature of harassment, discrimination, retaliation, and hostile workplaces, employees must voice their concerns or complaints about such behavior in accordance with the anti-harassment, safe harbor and right to notify and inform policies.

Leavenworth County firmly believes and pledges to resolve a majority of employees' questions, comments, problems, and complaints satisfactorily by following the Open Door Policy.

All employees have the ability to make suggestions for work improvement and register complaints regarding work conditions or other work-related problems without fear of ridicule, retaliation, discrimination or prejudice. All employees are encouraged to discuss their ideas or issues with departmental or supervisory staff. All employees shall be able to take their ideas or issues to whatever level of management the employee believes is necessary. In addition, the employee may contact Human Resources. Human Resources will ensure employees receive a response within a reasonable amount of time.

### Anti-Retaliation

All employees should report instances of knowing and willful employee misconduct since this behavior is not tolerated in the work environment.

All Elected Officials, Department Directors, or employees of Leavenworth County are prohibited from retaliating against a person reporting harassment or employee misconduct, witnesses to, or any other person connected with the investigation of the report. Complaints of retaliation should be addressed to the employee's immediate Supervisor, Department Director, Human Resources or the County Administrator. Retaliation against employees is unacceptable and will result in disciplinary action, up to and including, termination.

### Problem Resolution Procedure

Employees may use the problem resolution procedure without fear of ridicule, retaliation, discrimination, or prejudice. Performance evaluations are not subject to the problem solving procedure. Supervisors, Department Directors and/or Administrators are encouraged to contact Human Resources, the County Counselor or the County Administrator as needed to obtain guidance.

The Problem Resolution Procedure is not applicable to claims of misconduct involving: illegal activity, harassment or discrimination based upon race, color, and sex to include harassment or orientation, religion, creed, age, disability,

right to accommodation, national origin, or status as a veteran. These must follow the formal complaint process and a written statement shall be submitted directly to Human Recourses. The Problem Solving Procedure may be applicable or required to follow the investigations of misconduct procedure.

*Step 1 – Supervisor/Designated Supervisor*

If an employee feels they have a grievance, the employee shall file written notice within 10 working days after the employee had knowledge, or reasonably should have had knowledge of the occurrence to their immediate supervisor or designated supervisor, or the grievance shall be considered waived. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, the remedy requested, and shall be signed and dated by the aggrieved employee.

The supervisor or designated supervisor shall submit an answer in writing within 10 working days after receiving the employee's written grievance. The grievance may be resolved at that point, if the adjustment is not inconsistent with the rules and regulations of the Employee Policy Manual.

If the grievance is addressed, an adjustment is made and no action is taken by the employee within 10 days of receiving notice and/or adjustment, the answer will be considered accepted by the aggrieved employee. If the grievance is not satisfactorily adjusted, or the supervisor/designated supervisor cannot determine the appropriate adjustment, the supervisor or designated supervisor and employee may submit a written grievance at Step 2.

*Step 2 – Department Director*

If the grievance is not resolved in Step 1, the written grievance will be given to the Department Director. The Department Director is required to provide direction or adjustment in accordance with the rules and regulations of the Employee Policy Manual.

If the grievance is addressed, an adjustment is made and no action is taken by the employee within 10 days of receiving notice and/or adjustment, the answer will be considered accepted by the aggrieved employee. If the grievance cannot be addressed with the resources included in the Employee Policy Manual, the Department Director may submit the grievance to the County Administrator.

*Step 3 – County Administrator/BOCC*

If the grievance is not resolved in Step 2, the employee may present the grievance to the County Administrator. A due process/fact finding hearing will be conducted by the County Administrator and/or appointed staff of choice to conduct the hearing.

Any due process hearing conducted by the County Administrator with regards to employee suspension, demotion, or termination will also be considered a Step 3 grievance. The County Administrator will provide the final answer within 10 working days following the Step 3 grievance hearing.

Resolution to Step 3 grievances may include the need for policy review or revision as determined by the BOCC. Due to the timeline of a Step 3 review, and as all parties agree, the allotted time frame may be revised or waived as needed for fair and appropriate review and ruling.

## Formal Complaint Reporting and Filing a Claim

In the event that a problem resolution procedure results without an agreeable solution by all parties, or in the event of a situation that is not applicable to the Problem Solving Procedure, employees have a right to file a complaint or claims of discrimination, so it may be formally reported and investigated with the highest level of authority available without fear of ridicule, retaliation, discrimination, or prejudice. All employees should report or relate concerns regarding discrimination to the Department Director, Administrator, County Counselor and/or Human Resources Department, or to any supervisor or director.

Formal complaints and claims include misconduct involving: illegal activity, violence, harassment or discrimination based upon race, color, and sex to include harassment or orientation, religion, creed, age, disability, right to accommodation, genetic information (as defined in the Genetic Information Nondiscrimination Act), national origin, ancestry, pregnancy, or status as a veteran. Any employee who believes that another person's actions or words constitute unlawful workplace harassment, violence, discrimination and/or employee misconduct has a responsibility to report the situation as soon as possible. All complaints and claims reported under this procedure shall be investigated.

While the County encourages employees to file formal complaints as defined within this section of the employee policy manual, employees may elect to file a complaint with the Kansas Human Rights Commission (KHRC) or the Equal Employment Opportunity Commission (EEOC).

### *Step A – Formal Reporting*

Any employee who believes that he/she has been discriminated against, subjected to unlawful harassment, or has identified employee misconduct may report the incident or occurrence to the Human Resources Department or any other members of management without regard to the chain of command. The employee shall make the formal report in writing.

Any witness to an apparent incident of discrimination, harassment or employee misconduct in the workplace or arising out of County employment shall immediately report such information to the Human Resources Department or any other members of management without regard to the chain of command. The employee who witnessed the incident shall make the formal report in writing.

Any supervisor, director, Department Director or Elected Official, upon receiving a written or oral complaint, allegation or any notice whatsoever of discrimination, harassment, or employee misconduct in the workplace, or of retaliation for reporting discrimination or harassment, shall provide written notice of the complaint, allegation, or notice to the Human Resources Director within one business day. Supervisory duties include but may not be limited to:

- a. A supervisor or director may take immediate action whenever he/she believes it is necessary to protect an employee from any further discriminatory conduct or harassment.
- b. The written notice will be provided to the Human Resources Director regardless of the supervisor or director's opinion of the relative merits of the claim. If the supervisor or director has taken any action regarding the allegation, the written notice shall state what action has been taken.

- c. Failure to make a written report of an allegation, complaint, or notice is in violation of this procedure and shall subject the supervisor or director to discipline.

*Step B – Human Resources Plan of Action*

The Human Resources Director, upon receipt of written notice from any source or upon personally receiving a written complaint, allegation, or notice of workplace discrimination or harassment, will immediately open and maintain a file regarding the matter. Immediate notification will be given to the County Administrator and the County Counselor.

The Human Resources Director, in conjunction with the County Administrator and/or County Counselor, shall determine whether the Human Resources Department, County Counselor and/or outside counsel will conduct the investigation.

*Step C – Formal Investigation*

All employees, including but not limited to, supervisors, directors, Department Director's, or Elected Officials, will fully cooperate with the administrative investigation. Failure to cooperate with an investigation constitutes misconduct and may result in disciplinary action, up to and including, termination of employment.

The person(s) assigned to conduct the administrative investigation will take statements from the complainant and the alleged subject of discrimination or harassment (if different from the complainant) and, from that, shall determine the course of further investigation to include, where appropriate, statements from those persons accused of improper acts or discrimination, any witnesses, and any other persons thought to possess relevant information.

To the fullest extent reasonable, the investigator(s) shall conduct the investigation confidentially. Complaints, investigation reports and disposition reports shall be maintained confidential. However, the nature of the complaint shall be shared with the employee about whom the complaint is lodged. All involved in or aware of any investigation or harassment complaint shall maintain such information confidential.

The investigator(s) will, at his/her sole discretion, request written and/or oral reports from any of those persons listed above, except that no complainant or witness brought in during the investigation to corroborate the original written statement will be required to make a written statement if unwilling to do so. When a complainant refuses to provide a written statement, the investigator(s) will utilize other methods of documenting and preserving the statement.

*Step D – Formal Recording and Resolution*

Upon completion of the administrative investigation, the investigator(s) will submit written findings to the Human Resources Director, who will consult with the County Administrator and the Legal Department. Upon review of the written findings, recommended appropriate action will be determined. The recommendations may include, but are not limited to:

Remedial steps to be taken.  
Training or education.  
Directorial or supervisory changes.  
Verbal or written reprimands.

- a. Disciplinary action.
- b. Referral to the Employee Assistance Program (EAP).

- c. Cease and desist orders.
- d. Legal action.
- e. Suspension with or without pay.
- f. Termination.

The findings and recommendations shall also be provided to the appropriate Department Director. If the concerned Department Director does not believe that the recommendations meet an expected resolution or should be implemented, the Department Director shall discuss the concerns with the County Administrator. The County Administrator shall find an agreeable resolution or submit the concerns to the BOCC for final determination.

After a final resolution and a course of action has been determined, those affected will be notified. Additionally, upon final determination, the complainant or affected employee shall be notified in writing that steps have been taken to resolve and close the formal complaint investigation.

*Complaints against Authority*

In the event that the formal complaint is against a member of authority with duties to include decision making, investigations, resolutions, or final decisions, the following will apply to ensure the procedure is followed with an unbiased application:

If the complaint or allegation is in regard to the conduct of the Human Resources Department or the County Counselor, the employee who receives the complaint or allegation will immediately notify the County Administrator, who will ensure that appropriate steps are taken.

If the complaint or allegation is against the County Administrator, then the Human Resources Director, the BOCC, and the County Counselor will be notified, and persons from outside County employment will be solicited to conduct the investigation. The investigator(s) in such a case will present findings of fact to the BOCC, who will ensure that appropriate steps are taken. If the complaint or allegation is against any member of the BOCC, then the County Administrator, the County Counselor, and the Human Resources Director will be notified, and persons from outside County employment will be solicited to conduct the investigation. The investigator(s) in such a case will present findings of fact to the County Administrator, the County Counselor, and the Human Resources Director, who will ensure that appropriate steps are taken.

## **Investigations of Misconduct Procedure**

In the event that an employee's misconduct is not applicable to formal reporting or procedures under considered here, it is the policy of the County to investigate any employee misconduct that violates state or federal law. The County works in conjunction with local law enforcement agencies to investigate these types of allegations.

The County may, in its discretion, secure a neutral third-party to investigate any suspected misconduct. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the County; any Federal or State officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required by law.

The County will immediately terminate and vigorously prosecute any and all employees found to be responsible for or involved in any of these activities. It is the responsibility of all employees to report any actual or suspected employee misconduct that violates state or federal law. Failure to report such acts will be grounds for termination.

## **Termination**

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This would include all options of termination such as involuntary, voluntary, etc.

# Leavenworth County Request for Board Action

**Date:** February 23, 2022

**To:** Board of County Commissioners

**From:** Tammy Saldivar, Leavenworth County Solid Waste Committee Secretary

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Adopt and forward the Leavenworth County KS 2022 Solid Waste Committee Members and the 2022 Solid Waste Management Plan 5-year update to KDHE.

**Recommendation:** Approve and adopt the 2022 Solid Waste Committee members and the 2022 SWMP 5-Year update.

**Analysis:** The 2022 Leavenworth County Solid Waste Management Plan Annual Review and 5-Year update is due to KDHE March 12, 2022. In order to comply with the requirements of KDHE, the BOCC needs to approve the 2022 committee members and the SWMP 5-year update.

**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:** N/A

**Additional Attachments:**

Leavenworth County KS 2022 Solid Waste Committee Members.  
2022 Leavenworth County Solid Waste Management Plan 5-Year update.



# Leavenworth County KS 2022 Solid Waste Committee

## City of Leavenworth

(1 member appointed by the Mayor)

100 N. 5<sup>th</sup> St. Leavenworth, KS 66048

913.682.0650

- Steve King – [sking@firstcity.org](mailto:sking@firstcity.org)

## City of Lansing

(1 member appointed by the Mayor)

800 1<sup>st</sup> Terrace, Lansing, KS 66043

913.364.6910

- Mike Spickelmier – [mospickelmier@lansingks.org](mailto:mospickelmier@lansingks.org)

## Cities of Tonganoxie, Basehor, Linwood & Easton

(1 member appointed between the Mayors)

2300 N. 158<sup>th</sup> St. PO Box 406, Basehor, KS 66007

913.724.2000

- Gene Myracle – [citysuper@cityofbasehor.org](mailto:citysuper@cityofbasehor.org)

## Unincorporated Area of Leavenworth County

(1 member - appointed by the BOCC)

- Stephanie Sloop- Planning & Zoning [ssloop@leavenworthcounty.gov](mailto:ssloop@leavenworthcounty.gov)

913.684.0465

## Hauler/Recycling Private Businesses of Leavenworth County

(2 members – appointed by the BOCC)

1119 Limit, Leavenworth KS 66048

- Bobby Hancock – Brothers Disposal [brotherstrashman@gmail.com](mailto:brotherstrashman@gmail.com)

913.775.3434

PO Box 1, Tonganoxie, KS 66086

- Randy Weldon - Honey Creek Disposal [randy@honeycreekdisposal.com](mailto:randy@honeycreekdisposal.com)

913.369.8999

## Designee of County Departments

(2 members - appointed by the BOCC)

300 Walnut, Leavenworth, Ks 66048

- Tammy Saldivar -Solid Waste [tsaldivar@leavenworthcounty.gov](mailto:tsaldivar@leavenworthcounty.gov)

913.727.2858

- Zach Phillips – Emergency Management [zphillips@lvsheriff.org](mailto:zphillips@lvsheriff.org)

913.680.2678

## Leavenworth County 2022 Solid Waste Committee Officers

**Chairperson** – Mike Spickelmier

**Vice Chairperson** – Gene Myracle

**Secretary** – Tammy Saldivar

# Leavenworth County

## Solid Waste Management Plan

5-Year update

### COUNTY OR REGION NAME:

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Leavenworth County Solid Waste

## SECTION 1. ADMINISTRATIVE INFORMATION

### A. SOLID WASTE MANAGEMENT COMMITTEE:

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See Appendix A

### B. ADOPTED AND SUBMITTED BY COUNTY COMMISSION(S) RESOLUTIONS:

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Resolution 2012-1 see Appendix B.1 dated 01.05.2012

Resolution 2017- 15 see Appendix B.2 dated 03.27.2017

Resolution 2018-5 see Appendix B.3 dated 02.27.2018

**Resolution 2022- \_** see Appendix B.4 dated 02.23.2022

### C. DOCUMENTATION OF THE PUBLIC HEARING: K.A.R.28-29-78(D):

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Minutes dated 1.5.2012 see Appendix C.1

Minutes dated 3.27.2017 see Appendix C.2

Affidavit of Publication - published on March 11, 2017 see Appendix C.3

**Minutes dated 02.23.2022 see Appendix C.4**

**Affidavit of Publication – published on 02.18.2022 see Appendix C.5**

### D. PLANNING REVIEW: K.S.A. 65-3405(K)

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- Planning and Zoning –The Sanitary Code approved by KDHE on 04.05.2011 chapter 4, article 1-6 covers solid waste disposal and is available by request from the planning and zoning department.
- Conservation and watershed districts - NA
- RC&D - NA

- The 2008 Comprehensive land plan is available by request from the planning and zoning department.

## E. AN UPDATE OF THE IMPLEMENTATION SCHEDULE FOR NEW PROGRAMS AND TIMELINE:

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- |  |                   |
|--|-------------------|
| • Submittal of Annual 5-Year Solid Waste Management Plan   | March 2022        |
| • Committee will review tire disposal options              | Winter 2022       |
| • Submittal of Annual 5-year Solid Waste Management Plan   | April 2022        |
| • Rebid hauling contract for MSW and C&D                   | Begin Spring 2022 |
| • Maintain technical training with SWANA, KOR & KDHE       | Ongoing           |
| • Maintain partnership with cities for community clean-ups | Ongoing           |
| • Conduct semiannual solid waste committee meetings        | Ongoing           |

## F. SHARPS (MEDICAL WASTE):

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Safe collection options for discarded sharps are an issue in the county. Currently the local pharmacies suggest putting used sharps in a coffee can and duct tape shut then put in an unmarked trash bag and put with local trash. Leavenworth County has implemented free sharps drop off for its residents. This is done through a Sharps Tracer mail back program with Sharps Compliance, Inc. 1-800-772-5657.

## G. EMERGENCY MANAGEMENT PLANNING:

The Emergency Management Office is represented on the Solid Waste Committee as well as the Emergency Management Committee to coordinate any Household Hazardous Waste incidents in the county. Emergency Management also defers any Household Hazardous Waste questions to the Transfer Station.

Leavenworth County (KS) has a Debris Management Plan that was revised November 2019 and is available upon request from the Leavenworth County Emergency Management Office.

# SECTION 2. COUNTY DESCRIPTION AND SOLID WASTE MANAGEMENT

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### A. General County Description

Leavenworth County covers approximately 468 square miles in the northeastern part of Kansas. The population in 2010 was 81,881 persons with an average density of 176.7 persons per square mile. Approximately 66.06 % of the land area in Leavenworth County is grassland and cropland. Most of the development and population within the county reside in the incorporated towns.

The County seat is the city of Leavenworth, the largest community in the county. The governing body of Leavenworth County is a Board of five County Commissioners, elected to staggered four-

year terms. Incorporated Towns in Leavenworth County are as follows: Lansing, Tonganoxie, Basehor, Linwood, Easton, and Bonner Springs.

The climate of Leavenworth County is characterized by low precipitation, rapid evaporation, and a wide range of temperature. The summer days generally are hot but, due to the movement of wind and the low humidity, the nights are relatively cool. The winters are moderately cold, but generally free from excessive snowfall and damp cloudy days. Temperatures occasionally climb above 100 degrees Fahrenheit during the summer months, with moderate to cold winters with temperature lows averaging under 20 degrees Fahrenheit.

There are no tribal lands located within Leavenworth County.

Major highways in Leavenworth County include: US 24, US 73, Interstate 70, K 16, K32, K 92, and K192. Rail service is provided by Union Pacific.

Medical facilities include: St. John Hospital and VA Medical Center in Leavenworth County. All hospitals accommodate rotary wing emergency transportation and the Fort Leavenworth Sherman Army Air Field can provide services for fixed wing resources if needed.

Leavenworth County is served by twelve (12) fire departments. These include the municipal fire departments of Leavenworth and Tonganoxie, 1 Fire District, 8 township departments and Fort Leavenworth Military Installation. A variety of inter-local agreements are in existence.

The Leavenworth County Sheriff is the primary law and order agency in the County, and is responsible for 911 emergency dispatch, that is located in the Leavenworth County Law Enforcement Center, 601 S. 3rd Street, Suite 2007, Leavenworth, Kansas 66048. There are four local municipal police departments in the towns of Basehor, Lansing, Tonganoxie and Leavenworth.

The Kansas Highway Patrol is primarily responsible for managing highway traffic safety on state and federal highways.

The primary emergency operations center is located in the Leavenworth County Courthouse, 300 Walnut Street, Leavenworth, Kansas. The secondary EOC is located at the Tonganoxie Annex, 725 Laming Rd, Tonganoxie, Kansas.

The Leavenworth County Public Works Department facility is located at 23690 187th, in Leavenworth, Kansas. This department, comprised of 58 employees, is responsible for improvements to public streets, roads, bridges, rights way, and traffic safety. In all, the Public Works department maintains over 700 miles of road in Leavenworth County.

There are eleven elementary schools, five middle schools, and four high schools in Leavenworth County. School buses transport the students. Private schools are comprised of Xavier Elementary School, and St. Paul Lutheran School. The University of St. Mary is located in the City of Leavenworth and has multiple undergraduate, graduate, and doctoral programs available to prospective students.

The primary industry in Leavenworth County is agriculture.

Libraries: Leavenworth Public Library, Lansing Community Library, Basehor Community Library, Tonganoxie Public Library.

Museums: C.W. Parker Carousel Museum 320 S. Esplanade St, Leavenworth, KS 66048, Fort Leavenworth Frontier Army Museum 100 Reynolds Ave., Leavenworth, KS 66027. Lansing Historical Museum, 115 Kansas Ave., Lansing, KS 66043. Carroll Mansion Museum 1128 Fifth Avenue, Leavenworth, KS 66048. Richard Allen Cultural Center 412 Kiowa Street, Leavenworth, KS 66048. First City Museum 743 Delaware Street, Leavenworth, KS 66048. National Fred Harvey Museum 624 Olive Street, Leavenworth, KS 66048. Tonganoxie Museum, 201 W. Washington, Tonganoxie, KS 66086. Basehor Museum Historical Society, 2812 N. 155<sup>th</sup> Street, Basehor, KS 66007.

Parks: Haymarket Square, Waggin' Tails Dog Park, 10th Avenue Park, Bob Dougherty Park, Buffalo Bill Cody Park, David Brewer Park, Gazebo Park, Havens Park, Hawthorn Park, Jefferson Park, Kane Park, Kenneth W. Bernard Park, Leavenworth Landing Park, North Esplanade Park, Ray Miller Park, South Esplanade Park, Southside Park, Sports Field Park, Stubby Park, Union Park, V.A. Park, Wollman Park, Riverfront Park Campground, Hollie Park, Leavenworth Skate Park, Lost 80 Park, Three-Mile Creek Trail, Chieftain Park, VFW Park.

Reference the Leavenworth County Mitigation Plan and Hazard Analysis for other information and is available upon request from the Leavenworth County Emergency Management Office.

B. Solid Waste Generated (tons) K.A.R. 28-29-77(c)(1)

- Recycled:
  - A. 2020 – 269.00
  - B. 2019 - 140.97
  - C. 2018 - 184.71
  - D. 2017 - 224.10
  - E. 2016 - 227.93
  - F. 2015 – 237.02
  - G. 2014 – 284.84
  - H. 2013 – 252.58
  - I. 2012 – 196.85
  - J. 2011 – not available
- Disposed: Through Leavenworth County Transfer Station tipping floor
  - A. 2020 - 27852.62
  - B. 2019 - 31075.17
  - C. 2018 - 35574.33
  - D. 2017 - 36563.41
  - E. 2016 - 31733.46
  - F. 2015 – 30541.97
  - G. 2014 – 25942.12
  - H. 2013 – 23914.31

- I. 2012 – 24575.51
- J. 2011 – 28801.09
- Total Generated:
  - A. 2020 - 28121.62
  - B. 2019 - 31216.14
  - C. 2018 - 35759.04
  - D. 2017 - 36787.51
  - E. 2016 – 31961.39
  - F. 2015 – 30778.99
  - G. 2014 – 26226.96
  - H. 2013 – 24166.89
  - I. 2012 – 24772.36
  - J. 2011 – 28801.09 without recycling

C. Solid Waste Characterization (tons) K.A.R. 28-29-77(c)(1)

- Residential: Households in and out of Leavenworth County that utilize the Transfer Station.
  - a. 2020 - 5570.52
  - b. 2019 - 6215.00
  - c. 2018 - 7114.87
  - d. 2017 - 7312.68
  - e. 2016 - 6346.69
  - f. 2015 – 5015.80
  - g. 2014 – 4244.40
  - h. 2013 – 3848.08
  - i. 2012 – 4504.06
  - j. 2011 – 5021.20
- Commercial: Commercial haulers in and out of Leavenworth County that utilize the Transfer Station.
  - a. 2020 – 22282.10
  - b. 2019 - 24860.14
  - c. 2018 – 28459.46
  - d. 2017 - 29250.73
  - e. 2016 - 25386.77
  - f. 2015 – 24826.44
  - g. 2014 – 21697.72
  - h. 2013 – 20066.23
  - i. 2012 – 20071.45
  - j. 2011 – 23779.89
- Industrial:
  - a. 2020 - na
  - b. 2019 - na

- c. 2018 – na
- d. 2017 - na
- e. 2016 - na
- f. 2015 – na
- g. 2014 – na
- h. 2013 – na
- i. 2012 – na
- j. 2011 – na
- Special:
  - a. 2020 - 49.97
  - b. 2019 - 85.30
  - c. 2018 - 72.99
  - d. 2017 - 77.17
  - e. 2016 - 664.58
  - f. 2015 – 699.73 (Grit started 3/24/15)
  - g. 2014 – na
  - h. 2013 – na
  - i. 2012 – na
  - j. 2011 – na

D. Any changes in the following K.A.R. 28-29-77(b)

- Industries – NA
- Utilities – NA
- Transportation patterns – NA
- Air, land or water usage - NA

E. What solid waste management system changes expected for the next ten-year planning period?  
K.A.R. 28-29-77(c)(6)

Hone and perfect what we are currently doing.

F. New programs to the current SWM system time frame and how funded.

NA

G. How current programs in the SWM system funded?

- Recycling – Program income.
- Household Hazardous Waste – Program income.
- MSW – Program income.
- Composting – Program income.
- Other -

H. Identify projected demands and or obstacles to the SWM system that could potentially affect the ability of the SWM system to run efficiently. K.A.R. 28-29-77(c)(3)

The obstacles Leavenworth County encounters is the ability to have trailers on the lot from the current hauling contract.

The contaminations of recyclables.

- I. Describe how solid waste is managed to eliminate nuisances and pollution in regards to the following solid waste management activities? K.A.R. 28-29-77(a)(2)
  - Storage – Waste is loaded into a transfer trailer on the same day it arrives at the facility. Transfer trailer is pulled out when full and tarped to prevent items from blowing out or animals crawling in. Each transfer vehicle shall be removed after being filled to capacity and sent to a State approved disposal facility/landfill. Water is emptied out of all tires and loaded in a 40 yard Roll off container with a lid to prevent bugs.
  - Collection –
    - Brothers – Leavenworth City and Leavenworth County
    - Waste Management – Basehor, Easton and Lansing
    - Honey Creek Disposal – Tonganoxie, Linwood and outlying county
    - Leavenworth City – The City of Leavenworth residents
    - Republic Services –Leavenworth City and Leavenworth County
    - Liberty – Fort Leavenworth – contract
  - Waste Hauling –
    - Brothers – hauls to Transfer Station
    - Waste Management – hauls to own landfill
    - Honey Creek Disposal – hauls to Transfer Station, Hamm Landfill
    - Leavenworth City – hauls to Transfer Station, Hamm Landfill and Waste Management
    - Republic Services – hauls to Transfer Station, Waste Management, MRF and Olathe
    - Liberty – hauls to Transfer Station, and Waste Management
  - Processing – Operators shall screen all solid waste that enters the facility to comply with waste diversion/reduction/recycling goals as specified and process accordingly.
  - Disposal – Waste is loaded into a transfer trailer on the same day it arrives at the facility. Transfer trailer is pulled out when full and tarped to prevent items from blowing out or animals crawling in. Each transfer vehicle shall be removed after being filled to capacity and sent to a State approved disposal facility/landfill.

### SECTION 3. WASTE SOURCE AND DISPOSAL:

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A. What is your current method of disposal of municipal solid waste?

- Transfer Station to landfill – Currently Hamm Landfill

Landfill's life expectancy? Through 2101 + per Charlie Sedlock



Location of disposal Site.

- Hamm Quarry, LLC Permit No. 394  
609 Perry Place  
Perry, KS 66073

B. Is this disposal method expected to be in place for the next ten years?

- Yes – Disposal method will be the same current hauling contract expires in 2022 and county will send out a new RFP.

C. What are the methods used in the county/region for each of the following categories;  
K.A.R.28-29-77(c)(4)(A)

- Collection – Transfer and direct haul.
- Transporting Waste - Waste is loaded into a transfer trailer on the same day it arrives at the facility. Transfer trailer is pulled out when full and tarped to prevent items from blowing out or animals crawling in. Each transfer vehicle shall be removed after being filled to capacity and sent to a State approved disposal facility/landfill which is currently Hamm Quarry, LLC Landfill.
- Storage and or processing of municipal solid waste - Storage – Waste is loaded into a transfer trailer on the same day it arrives at the facility. Every load is visually inspected and recyclable or unaccepted items such as metal, paint, tires etc. are pulled out. Transfer trailer is pulled out when full and tarped to prevent items from blowing out or animals crawling in. Each transfer vehicle shall be removed after being filled to capacity and sent to a State approved disposal facility/landfill. Water is emptied out of all tires and loaded in a semi-trailer to prevent bugs.

D. Please provide a brief description for each of the following:

1. Describe any city and or county responsibilities for solid waste programs if more than one level of government regulates various solid waste programs within the jurisdiction K.A.R. 28-29-77(c)(8) (recycling/Household Hazardous Waste/MSW/composting)
  - Transfer Station – hauling of MSW and C&D.
  - Recycling bins for paper, plastic, aluminum, cardboard, and tin are available for self-recycling and a 40 roll off container for metal.
  - Composting of grass and leaves is done on a ½ acre area.
  - Household Hazardous Waste is accepted any open hours for residents and by appointment for businesses.

2. Describe any city/county codes for the regulation of solid waste management K.A.R. 28-19-77(c)(7)
  - Resolution 2013-17 see Appendix D
  - Resolution 2013-28 see Appendix E
  
3. Describe and list any public education efforts related to waste management K.S.A. 65-3405(j)(7)
  - Social media – utilize Leavenworth County’s Facebook page and county web page.
  - Local newspaper articles – In the Leavenworth Times.
  - Flyers – handed out at scale house and posted on window.
  
4. Assessed valuation, cost, and ability to fund the solid waste system.
  - 2021 total valuation - 823,229,821
  - Ability to fund by program income.
  
- E. Are solid waste disposal services available to all residents and businesses in the planning area? K.A.R. 28-29-77(a)(1)
  - Yes
  
- F. Have there been any solid waste facility changes due to state permit requirements under K.S.A. 65-3407?
  - Location – No
  - Expansion – No
  - Ownership or distribution – No

## SECTION 4. WASTE CHARACTERIZATION:

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- A. Has there been a change in the source, quantity or composition of solid waste generated within the planning area?
  1. Residential/Commercial: NA

2. Industrial/C&D: NA
  3. Special: The transfer station started accepting special waste “grit” from the City of Leavenworth in October 1, 2014.
- B. Describe in detail how each of the following “special waste” sources are handled in your county/region as well as list any private contractors that handle special waste. K.S.A. 65-3405(j)(10).
1. Lead acid batteries:
    - Collected as part of the Household Hazardous Waste program then sent for recycling to 4300 E. 12<sup>th</sup> St., Kansas City, MO 64127 – 816.483.1225.
  2. Household hazardous waste:
    - The transfer station is available Tuesday through Saturday for Household Hazardous Waste drop off. Currently mobile collection is offered one day a year for the City of Leavenworth clean-up week and for the City of Tonganoxie clean-up week. Veolia has the household hazardous waste disposal contract for the Leavenworth County Transfer Station. Veolia ES Technical Solutions, 7 Mobile Ave., Sauget, IL 62201 618.271.2804.
    - The transfer station Household Hazardous Waste program accepts CESQG and KSQG’s who have pre-registered and tracked accordingly but only received a few requests for this service.
  3. White goods:
    - All white goods that are disposed of at the Leavenworth County Transfer Station are sent out for recycling. Any items containing Freon are reclaimed by a certified specialist from L & R Refrigeration 16354 Dana Lane, Leavenworth, KS 66048 913.682.1110 and then recycled at Rivers Edge, Scrap Management LLC, 836 S. 26<sup>th</sup> St., Kansas City, KS 913.573.1000.
  4. Pesticides and their containers:
    - Handled by the Household Hazardous Waste program under permit #901. Veolia has the household hazardous waste disposal contract for the Leavenworth County Transfer Station empty containers are considered msw. Veolia ES Technical Solutions, 7 Mobile Ave., Sauget, IL 62201 618.271.2804.
  5. Used Oil:
    - No longer accepted at the Leavenworth County Transfer Station. Customers are diverted to Wal-Mart, Tractor Supply and or any auto parts store to recycle.
  6. Consumer electronics:
    - Recycled through UNICOR 913.682.8700.
  7. Construction and demolition wastes:
    - There is no permitted C&D landfill in Leavenworth County available to county residents. All construction and demolition waste is treated as solid waste.
  8. Seasonal clean-up wastes:
    - The City of Leavenworth conducts a spring clean-up in April each year. As part of the clean-up the county provides the mobile Household Hazardous Waste

trailer for a ½ day collection with 2 employees manning it. This event is sponsored by the City of Leavenworth with the transfer station providing 2 volunteers for the trailer.

- The City of Tonganoxie conducts a spring and fall clean-up each year. As part of the clean-up the county provides the mobile Household Hazardous Waste trailer for a ½ day collection with 2 employees manning it for the fall event. This event is sponsored by the City of Tonganoxie with the transfer station providing 2 volunteers for the trailer.
- Leavenworth County conducts an annual county wide clean-up by allowing residents to utilize the Transfer Station once per calendar year per address with a 2-ton maximum. This event is sponsored by Leavenworth County with Transfer Station employees managing the event.
- These special seasonal events have a long and successful history and Leavenworth County works hard to ensure that these services to the public continue to improve every year.

9. Natural disaster wastes:

- Leavenworth County has an Emergency Contingency Plan for all hazards. This plan is comprehensive and has been tested in situations of flooding, tornadoes and wind and ice storms. Mobilizations has been swift and clean-up completed quickly. The plan works well to serve Leavenworth County quickly and efficiently and is available upon request thru the Leavenworth County Emergency Office.

10. Yard wastes:

- A yard waste composting program is located at the Transfer Station. Leaves and grass are accepted from residents at no charge and from businesses at a nominal fee. The finished compost is given back to the public at no charge or a nominal fee if we load.
- We accept clean brush from county residents and businesses for a nominal fee. We also provide 1 free day per month to accept clean brush from residents of Leavenworth County. This brush is chipped into mulch once a year and is given back to the public at no charge or a nominal fee if we load.

11. Industrial wastes:

- Industries in Leavenworth County are responsible for contracting for disposal for any byproduct generated from the manufacturing process and is a part of their operational procedure.

12. Agricultural wastes:

- There is not sufficient generation of this waste to require special handling.

13. Abandoned/junked automobiles:

- Private contractors handle these abandoned or junked automobiles.

14. Waste/scrap tires:

- Leavenworth County accepts tires from residents for a fee. We also provide 1 free day per month where residents can drop off 10 passenger tires off rim for free. This program and the nominal fee charged for non-free days had reduced significantly the instance of illegal tire dumping in our county. The tires are

contracted out to Tire Town, Inc. 1825 S. 4<sup>th</sup> St., Leavenworth, KS 66048, 913.682.3201 and we haul when the 40-yard container is full.

15. Bulky or other wastes requiring special handling:

- Large bulky wastes such as semi-trailer loads of pallets, huge plastic containers, construction foam, mobile homes, etc. are directed to an area landfill.

## SECTION 5. SOLID WASTE REDUCTION STRATEGIES:

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A. Waste Reduction Strategy Implementation

1. Describe any waste reduction programs that have been implemented in the last 5 years. Briefly discuss the future goals for the programs listed, as well as describe goals that have already been met.
2. Discuss any future plans for the implementation of any waste reduction strategies and a time schedule for their introduction in the next 5-year planning period. K.S.A. 65-3405(j)(9)

A) Source reduction (ex. Yard waste, food waste: NA

b) Land disposal and reuse: NA

c) Recycling:

Implemented Battery Solutions, 5900 Brighton Pines Court, Howell, MI 48843, 800.852.8127 Smart Recycle System program in April 2014 for Alkaline Batteries ext.

Implemented Call2Recycle, 1.877.723.1297 a program dedicated to promoting environmental sustainability by providing free rechargeable battery and cellphone recycling in North America.

Implemented light bulb recycling utilizing Waste Management's lamp tracker. WM Lamp Tracker, PO box 932962, Atlanta, GA 31193-2962, 800.664.1434.

d) Composting: NA

e) Household Hazardous Waste:

Worked with KDHE to amend Household Hazardous Waste operating plan to include CESQG and KSQG Hazardous Waste to the program in May 2014.

f) Other:

## SECTION 6. SOLID WASTE MANAGEMENT SYSTEM ADDITIONAL QUESTIONS:

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1. How is the county improving or expanding their recycling/waste diversion programs?
  - Added CESQG and KSQG Hazardous Waste to our Household Hazardous Waste program.
2. How have recycling volumes and diversion rates changed, since the program began?
  - No changes, do not have a lot of participation.
3. What is the current recycling and or diversion rate? How is this determined?
  - Leavenworth County 269

- Year 2020 Total recycling 269 divided by total material through tipping floor 28161.62 = 0.01
4. What Waste materials comprise a majority of the waste volume that is recycled or diverted? What kind of record-keeping is taking place?
    - Cardboard and metal are the biggest volume items recycled and diverted.
    - Recycled or diverted materials is tracked by waste works or excel.
  5. Have there been any specific waste streams that are considered significant and have been targeted for diversion?
    - No – The city of Lansing and the city of Leavenworth do not address Multi Family recycling.
  6. Are businesses and/or industries participating in recycling, composting, or other waste diversion programs? Does the county/region offer services to this sector?
    - The transfer station offers drop off recycling services to any resident in the county.
  7. Has consideration or research been given to any of the following programs?
    - a) Curbside Recycling – Lansing City has curbside. Tonganoxie has it as an option.
    - b) Pay-as-you-throw – N/A
    - c) Full-cost accounting – N/A
  8. Is the county participating in any waste management regions or partnerships? If so, is the arrangement successful and efficient? If not, Should one be pursued?
    - No
  9. Does the county have a contingency plan for animal carcass disposal resulting from foreign animal disease?
    - Yes, it is available upon request from the Leavenworth County Emergency Management Office and is part of the County’s Emergency Operation Plan.

***SECTION 7. FUTURE PLANNING FOR COUNTY/REGION SOLID WASTE  
MANAGEMENT PROCESS:***

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Review the 10 year Planning Goals Form and describe any future ideas that have been planned or discussed by the SWM committee for the categories included.

<b>10-year planning goals</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
<b>Household Hazardous Waste</b>	Get all staff 24-hour certification		Consider more Household Hazardous Waste events	Review 5-year update		Apply for grant for Household Hazardous Waste building			Review 5-year update
<b>Recycling</b>	Enclose walls in Building C to keep weather out			Review 5-year update	Purchase shred and grind for recycling Mulch		Expand for reuse center		Review 5-year update
<b>MSW – Annual Review to KDHE</b>	RFP for hauling contract  Rolling gate for security issues	Look at pavement for transfer station for dust control		Review 5-year update	Add wash bay for tractors and pit trucks	Review Hauling contract			Review 5-year update
<b>Composting</b>		Purchase composting equipment	Purchase screener	Review 5-year update	Apply for grant to composting pad	Expand to take food waste for composting			Review 5-year update

RESOLUTION 2022- \_\_\_\_

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, ("COUNTY") ADOPTING THE FIVE (5) YEAR UPDATE TO THE COUNTY SOLID WASTE MANAGEMENT PLAN AS AUTHORIZED BY THE PROVISIONS OF K.S.A. 65-3405.

WHEREAS, the County has adopted a Solid Waste Management plan; and,

WHEREAS, K.S.A. 65-3405 requires the County to conduct timely reviews and amendments of the County Solid Waste Management Plan; and,

WHEREAS, the County Solid Waste Management Committee has prepared and submitted to the Board of County Commissioners ("Board") a five (5) year update to the County Solid Waste Management plan; and

WHEREAS, the Board approves of said update;

NOW BE IT THEREFORE RESOLVED:

1. That the March 2022 Leavenworth County Solid Waste Management Plan Five (5) year update is hereby approved and adopted.
2. That a copy of said update shall be submitted to the Kansas Department of Health and Environment for review and approval.

RESOLVED THIS 23rd DAY OF FEBRUARY, 2022.

\_\_\_\_\_  
JEFF CULBERTSON, 1<sup>ST</sup> DISTRICT

\_\_\_\_\_  
VICKY KAAZ, 2<sup>ND</sup> DISTRICT

\_\_\_\_\_  
DOUG SMITH, 3<sup>RD</sup> DISTRICT

\_\_\_\_\_  
MIKE SMITH, 4<sup>TH</sup> DISTRICT - CHAIRMAN

\_\_\_\_\_  
MIKE STIEBEN, 5<sup>TH</sup> DISTRICT

ATTEST: \_\_\_\_\_  
JANET KLAINSKI, CLERK



# Leavenworth County Request for Board Action

Date: February 16, 2022

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

## Additional Reviews as needed:

Administrator  County Clerk

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## Panasonic Toughbook Purchase for EMS Department

### Action Requested:

- 1) Accept the quote from Insight Direct, for an amount of \$37,624.60, and authorize the I.S. Department to proceed with purchase.

**Recommendation:** Approval

### Background:

EMS utilizes Panasonic Toughbook tablets as a critical tool for their EMTs. The existing fleet of ten devices is due for replacement. These devices are used in a harsh environment and the Toughbook brand of tablets tolerate well the necessary abuse. Though, even Toughbooks, after years of use begin to fall apart.

Current equipment:

10 x CF-33AFHAAVM Panasonic Toughbook 33 w/included keyboard

Note: Purchased on 8/22/2017 for \$36,009.30

Suitable replacements:

10 x CF-33LE-00VM Panasonic Toughbook 33

10 x CV-VEK333LMP Keyboard for CF-33

Note: Panasonic no longer includes a keyboard with the tablets, which are required for data entry purposes.

### Analysis:

Quotes have been received from four vendors for a suitable replacement model and keyboards as follows:

VENDOR	AMOUNT
Insight Direct	\$37,624.60
ConvergeOne	\$39,549.60
CDWG	\$38,750.00
Rugged Depot	\$40,560.00

Insight Direct provided the lowest quote at \$37,624.60.

**Alternatives:**

Require EMS to continue using the aged and failing units for a while longer.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$37,624.60

**Additional Attachments:**

Insight Direct Quote # 224595548  
ConvergeOne Documents # OP-000661999, SO-000736792  
CDWG Quote # MQBD612  
Rugged Depot Quote # 60185

**SOLD-TO PARTY 10036173**

LEAVENWORTH COUNTY COURTHOUSE  
 300 WALNUT ST STE 21  
 LEAVENWORTH KS 66048-2765

**SHIP-TO**

LEAVENWORTH COUNTY COURTHOUSE  
 300 WALNUT ST STE 21  
 LEAVENWORTH KS 66048-2765

Quotation	
<b>Quotation Number</b>	: <a href="#">224595548</a>
<b>Document Date</b>	: 24-JAN-2022
<b>PO Number</b>	:
<b>PO Release</b>	:
<b>Sales Rep</b>	: Jason Contreras
<b>Email</b>	: <a href="mailto:JASON.CONTRERAS@INSIGHT.COM">JASON.CONTRERAS@INSIGHT.COM</a>
<b>Telephone</b>	: +14804096372

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery:** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CF-33LE-00VM</a>	Panasonic Toughbook 33 - 12" - Core i5 7300U - vPro - 8 GB RAM - 256 GB SSD - 4G LTE  OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	10	3,184.26	31,842.60
<a href="#">CF-VEK333LMP</a>	Panasonic Premium CF-VEK333LMP - keyboard - with touchpad - US  OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	10	578.20	5,782.00
			Product Subtotal	37,624.60
			TAX	0.00
			<b>Total</b>	<b>37,624.60</b>

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Jason Contreras  
 +14804096372  
[JASON.CONTRERAS@INSIGHT.COM](mailto:JASON.CONTRERAS@INSIGHT.COM)  
 Fax 4807608962

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OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

**SOFTWARE AND CLOUD SERVICES PURCHASES:** If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

## Solution Summary

### Panasonic Toughbooks

<p><b>Customer:</b> LEAVENWORTH COUNTY</p> <p><b>Ship To Address:</b> ,</p> <p><b>Bill To Address:</b> 300 WALNUT ST LEAVENWORTH, KS 66048</p> <p><b>Customer ID:</b> AOSLVCO0001</p> <p><b>Customer PO:</b></p>	<p><b>Primary Contact:</b> Larry Malbrough</p> <p><b>Email:</b> lmalbrough@leavenworthcounty.org</p> <p><b>Phone:</b> (913) 684-1067</p> <p><b>National Account Manager:</b> Shelby Stephens</p> <p><b>Email:</b> SStephens@convergeone.com</p> <p><b>Phone:</b> +19137443223</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Hardware	\$42,117.10		One-Time		\$42,117.10
<b>Project Subtotal</b>	<b>\$42,117.10</b>				<b>\$42,117.10</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$42,117.10</b>				<b>\$42,117.10</b>

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Solution Quote

#	Description	Term	Qty	Unit Price	Extended Price
<b>PANASONIC TOUGHBOOK BUNDLE</b>					
1	CF-33LE-00VM - Panasonic Toughbook 33 - 12" - Core i5 7300U - vPro - 8 GB RAM - 256 GB SSD		10	\$3,378.32	\$33,783.20
<b>PANASONIC TOUGHBOOK BUNDLE Subtotal:</b>					<b>\$33,783.20</b>
<b>OPTIONAL ACCESSORIES</b>					
2	CF-VKB331M - Panasonic Lite Keyboard		10	\$256.75	\$2,567.50
3	CF-VEK333LMP - PREMIUM KEYBOARD FOR CF-33 ACCS MK1, MK2		10	\$576.64	\$5,766.40
<b>OPTIONAL ACCESSORIES Subtotal:</b>					<b>\$8,333.90</b>
<b>Total:</b>					<b>\$42,117.10</b>

# QUOTE CONFIRMATION



**DEAR LARRY MALBROUGH,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MQBD612	2/16/2022	TOUGHBOOK QUOTE	3773122	<b>\$38,750.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Panasonic Toughbook 33 - 12" - Core i5 7300U - vPro - 8 GB RAM - 256 GB SSD</a> Mfg. Part#: CF-33LE-00VM UNSPSC: 43211509 Contract: National IPA Technology Solutions (2018011-01)	10	4622678	\$3,300.00	\$33,000.00
<a href="#">Panasonic Premium CF-VEK333LMP - keyboard - with touchpad - US</a> Mfg. Part#: CF-VEK333LMP Contract: National IPA Technology Solutions (2018011-01)	10	6438933	\$575.00	\$5,750.00

PURCHASER BILLING INFO	SUBTOTAL	\$38,750.00
<b>Billing Address:</b> LEAVENWORTH COUNTY ACCOUNTS PAYABLE 300 WALNUT ST STE 21 LEAVENWORTH, KS 66048-2765 <b>Phone:</b> (913) 684-0421 <b>Payment Terms:</b> NET 30-VERBAL	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$38,750.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> LEAVENWORTH COUNTY LARRY MALBROUGH 300 WALNUT ST STE 21 LEAVENWORTH, KS 66048-2765 <b>Phone:</b> (913) 684-0421 <b>Shipping Method:</b> DROP SHIP-GROUND	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Brittany Larson		(877) 220-1778		brittlar@cdwg.com
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LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
<b>\$38,750.00</b>	<b>\$1,048.19/Month</b>	<b>\$38,750.00</b>	<b>\$1,207.84/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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WE DON'T DO FRAGILE!

# Sales Quotation

Quotation No.:60185

Page 1 of 2

Tel: 281-305-5037  
Ofc: 281-259-6613  
Fax:  
timothy.grayewski@ruggeddepot.com

Order Date: 01/25/2022  
Valid Until: 02/25/2022  
Customer Number: C28318  
Rep: TD Team  
Terms: Credit Card  
Customer Ref:

**Bill To:**  
Leavenworth EMS  
500 Eisenhower Rd  
  
Leavenworth KS 66048  
USA  
913.250.8000

**Ship To:**  
Leavenworth EMS  
500 Eisenhower Rd  
Suite 103  
Leavenworth KS 66048  
USA  
913.250.8000

**Shipping Method: Best Way**

Item Code	Description	Condition	Quantity	Price	Total
CF-33LE-00VM	PUBLIC SECTOR - STD 1, WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0" QHD GLOVED MULTI TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:WWAN-GPS), 4G LTE-ADVANCED MULTI CARRIER (EM7455), INFRARED WEBCAM, 8MP CAM, CONTACTLESS SMARTCARD, NO ENERGY STAR / EPEAT, 3 YR PANASONIC WARRANTY, FLAT, 3 YR PROSERVICE PREMIER DEPLOYMENT SERVICE, TABLET PC PROPLUS WARRANTY, 256 SSD NO RETURN SERVICE, & CUSTOM BIOS	NEW	10	3,425.00	34,250.00
CF-VEK333LMP	PREMIUM KEYBOARD FOR CF-33 Mk1, Mk2. NEW IMPROVED, 3X BRIGHTER OUT-OF-THE-BOX. EMISSIVE RED BACKLIT (4 LEVELS). HANDLE/KICKSTAND - DISPLAY CAN BE OPENED TO ANY ANGLE. COMPATIBLE WITH TABLET, 33 LAPTOP VEHICLE DOCK, AND 33 DESKTOP DOCK. ETHERNET, SDXC (FULL-SIZE), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), POWER, DOCKING CONNECTOR, KENSINGTON LOCK, TABLET RELEASE WITH LOCK/UNLOCK, LATCH ARM. FORWARD OR REVERSE-DOCKABLE TO CONVERTIBLE MODE	NEW	10	599.00	5,990.00

### Terms and Conditions

- \* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- \* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- \* Payment must be made in U.S. dollars.
- \* Pricing and quantities are subject to change.
- \* Rugged Solutions America LLC reserves the right to substitute products of equal or greater specifications.
- \* Invoices are subject to late payment charges of 18% per year computed monthly after due date.
- \* All products are sold "AS IS"
- \* No credit allowed for goods returned without prior approval.
- \* ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY.
- \* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Rugged Solutions America LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
- \* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
- \* All product and services on this invoice will remain the property of Rugged Solutions America LLC and will be fully encumbered until full payment has been remitted.
- \* Terms orders are based off from payment being made via check or ACH or Wire. If Credit Card is presented as payment, an administrative fee of 3.5% plus \$25.00 will be added to the corrected invoice.

**Rugged Solutions America LLC strives to bring our customers the best possible price everyday.**



WE DON'T DO FRAGILE!

# Sales Quotation

Quotation No.:60185

Page 2 of 2

Tel: 281-305-5037  
Ofc: 281-259-6613  
Fax:  
timothy.grayewski@ruggeddepot.com

Order Date: 01/25/2022  
Valid Until: 02/25/2022  
Customer Number: C28318  
Rep: TD Team  
Terms: Credit Card  
Customer Ref:

**Bill To:**  
Leavenworth EMS  
500 Eisenhower Rd  
  
Leavenworth KS 66048  
USA  
913.250.8000

**Ship To:**  
Leavenworth EMS  
500 Eisenhower Rd  
Suite 103  
Leavenworth KS 66048  
USA  
913.250.8000

**Shipping Method: Best Way**

Freight	\$320.00
Tax	\$0.00
Total	\$40,560.00

CF-33 In Stock

### Terms and Conditions

- \* Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge.
- \* All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice.
- \* Payment must be made in U.S. dollars.
- \* Pricing and quantities are subject to change.
- \* Rugged Solutions America LLC reserves the right to substitute products of equal or greater specifications.
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- \* Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to Rugged Solutions America LLC within 2 days of receipt of goods. All goods shipped at the buyer's risk.
- \* Customer also agrees to pay such attorney's fees and costs as are actually incurred for the collection of this amount whether or not suit is instituted.
- \* All product and services on this invoice will remain the property of Rugged Solutions America LLC and will be fully encumbered until full payment has been remitted.
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**Rugged Solutions America LLC strives to bring our customers the best possible price everyday.**

# Leavenworth County Request for Board Action

Date: 02/23/22

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: \_\_\_\_\_

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Approve awarding bid for the Crisis stabilization Remodel for Guidance Center area of Cushing Building to Sands construction.

**Recommendation:** Approve

**Analysis:** After working through the bid tabulation and looking over the schedules presented by the companies bidding recommend local low bidder Sands Construction.

Contract drafted by ACI Boland and will be present for chairman signature.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:** \$800,000.00 from Leavenworth County with an additional \$100,000.00 coming from the Guidance Center to help fund the full amount of \$900,000.00

**Additional Attachments:** Bid Tabulation and Contract for review



**COUNTY OF LEAVENWORTH**

Cushing 1st floor Crisis stabilization remodel  
**BID TABULATION - FINAL**

Item Description	Unit	Quantity	Sands Construction Leavenworth,KS		Julius Kaaz Con. INC. Leavenworth, KS		KBS, Inc. Olathe, KS		David E. Ross Con. Raytown, Mo		Excel Constructors, INC. Overland Park, KS		BKM Con. LLC Leavenworth, KS		Encompass IDBO, Inc Overland Park, KS	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Cushing Building Renovation	LS	1	\$859,450.00	\$859,450.00	\$894,500.00	\$894,500.00	\$934,156.00	\$934,156.00	\$957,400.00	\$957,400.00	\$1,051,000.00	\$1,051,000.00	\$1,051,362.00	\$1,051,362.00	\$1,334,720.00	\$1,334,720.00
Crisis Stabilization Unit																
Estimated Calendar Days			170		305		180		210		154		180		218	
			0% Contingency													
<b>TOTAL</b>				<b>\$859,450.00</b>		<b>\$894,500.00</b>		<b>\$934,156.00</b>		<b>\$957,400.00</b>		<b>\$1,051,000.00</b>		<b>\$1,051,362.00</b>		<b>\$1,334,720.00</b>
Leavenworth County Contractor (local preference, percentage difference from lowest bid)						4.08%		8.69%		11.40%		22.29%		22.33%		55.30%

# Leavenworth County Request for Board Action

**Date:** February 23, 2022  
**To:** Board of County Commissioners  
**From:** Public Works

**Department Head Approval:** B. Noll

## Additional Reviews as needed:

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

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**Action Requested:** Approve the agreement with Leavenworth County RWD#7 for waterline relocation for the 158<sup>th</sup> Street Project.

**Recommendation:** Approve the construction contract.

### **Analysis:**

In order to expedite the relocation of the waterline located in private easement along 158<sup>th</sup> Street Lv. RWD#7, the water district allowed Leavenworth County Public Works to utilize their design firm to produce engineering plans and add the waterline relocation to the project bid documents. The water district will inspect the waterline relocation with MHS inspectors to ensure all parties are in agreeance and approve of the work completed. This approach both saved time and money for the county compared to waiting on the water district to relocate the line.

The county acquired right-of-way over the top of the water districts pre-existing private easement. Only small portions of the waterline along the two mile road improvement project had to be relocated due to new grading. This agreement articulates and documents that the water district is maintaining the senior rights of their easement and all future roadway improvements that will require additional waterline relocation that is within their original easement is still the responsibility of the county or city in the future.

The water district has already incurred \$16,706.90 in design fees. They acted in good faith that this agreement would be executed and the county would reimburse those costs. There will some additional future engineering costs to review the contractor's submittals for materials.

**Alternatives:** Table, Deny, Approve

### **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds – 171 Sales Tax Fund
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

### **Total Amount Requested:**

Agreement not to exceed \$22,000 for design fees and acknowledge the bid costs for waterline relocation of the county are that of the county.

**Additional Attachments:** Agreements and design cost receipts.

## **WATER LINE RELOCATION AGREEMENT**

**THIS WATER LINE RELOCATION AGREEMENT** (hereinafter “Agreement”) is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Leavenworth County, Kansas** (hereinafter “County”), and **Rural Water District No. 7, Leavenworth County, Kansas for the 158<sup>th</sup> Street Road Improvement Project**, (hereinafter “the District”).

WITNESSETH:

WHEREAS, the County has commenced or will be commencing a project for construction of road improvements to portions of \_\_\_\_\_ (“the Project”) in Leavenworth County; and

WHEREAS, the construction of the Project will affect certain water pipelines owned by the District; and

WHEREAS, these pipelines are mainly located on privately-owned land on which the District owns a Right-of-Way Easement (hereinafter, “the Easement”); and

WHEREAS, the Project will require the relocation of certain of the pipelines and facilities of the District within the Easement or within the right of way of the project; and

WHEREAS, the District will agree to the relocation its pipelines as necessary to accommodate the Project upon terms provided by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the County and the District, they do hereby agree as follows:

### **1. Relocation of Pipelines.**

(a) The District shall allow the relocation of certain of its pipelines by the County as determined necessary to accommodate the Project by its engineers based on review of the Project drawings prepared for the County and provided to the District. The County shall have sole financial responsibility for the relocation of those pipelines and facilities of the District, to include design and engineering and the actual relocation of the pipelines and facilities of the District.

(b) The relocation by the County of the pipelines and facilities of the District shall be done in such a manner as to minimize any disruption of water service by the District to those patrons of the District within the area of the Project.

(c) The County shall provide to the District timely notice and updates of construction activity within the Project that affects the pipelines and facilities of the District and confer with District staff as necessary to effect the relocation of the District facilities with minimal interference to the operations of the District. The County shall provide to the District design plans of the Project sufficient to allow the

District to review the proposed relocation of the pipelines and facilities of the District and shall make all good faith efforts to accommodate the future operation and maintenance of the pipelines and facilities of the District within the area of the Project and the relocated pipelines and facilities of the District will not be subject to interference by the construction of road surfaces, the addition of fill dirt, supporting earthwork or other facilities that will block access to the District's water line. Further, the County shall allow the District to supply the design plans to its own professionals, including, but not limited to, inspectors hired to review the project and construction process to determine compliance with the plans and to ensure proper installation of District facilities.

**2. Relocation in Existing Easement.** If the County is able to accommodate the Project by relocating the pipelines and facilities of the District within existing private easement of the District, it shall do so. In the event this is later determined not to be feasible, then the County shall provide the District, at the County's expense, as built plans of the pipelines and facilities of the District relocated as part of the Project.

**3. Payment by County of Costs for Line Relocation.** The County agrees to pay 100% of the actual costs incurred to construct the new pipelines and facilities. The actual costs shall be the amount (hereinafter, "the Amount") the County shall pay for all costs related to the relocation work, which shall include but not be limited to the following: to construct the new pipelines, and to pay related costs, including material, labor, management overhead, engineering, surveying, inspection, preparation of as-built plans and legal expenses. This amount will include reimbursement to the district for any construction inspection or observation by its own professionals or staff, with the same to be paid within 30 days of demand by the District.

**4. Future Relocation.** In the event the County ever requests the District to relocate the new pipelines from the right of way of the Project to another location or locations, the County shall pay for all costs of such relocation. Such costs shall include, but not be limited to, the costs of material, labor, management overhead, engineering, surveying, inspection, and legal expenses, and acquiring suitable replacement easements, if necessary. In addition, if it is determined that any District lines existed in private easement prior to the County obtaining easements for the Project, and the same were not relocated by action of this Agreement, yet are later determined to be within the right-of-way obtained by the County in advance of the Project, the County shall pay for all costs of such relocation despite location within County right-of-way.

**5. Warranty and Guarantee of Work.** The County agrees to install any lines and other facilities in a good and workmanlike manner, free from defects both in installation and in materials used. If inspection or testing by the District or County reveals any defects in workmanship or materials used, or repeated contamination of water evidencing a defect, the County shall replace or repair the same at its expense, even if the defective work or materials are buried underground. A warranty shall exist for the period of one year from the date of final completion of the line, measured from the date the District first transports potable water through the line for its customers that meets all KDHE requirements for safe drinking water. The warranty period shall not start based upon testing, flushing or other preparations for use. If any defect is located, or contamination results, within this period, the County agrees to repair or replace said defect or cause of contamination at its expense. This warranty shall not release the County

from later assertion of defects based upon negligence or failure to properly construct the line as may be available under the common law to the District after completion of construction.

**6. Indemnities.** The parties agree to indemnify each other, their officers, employees and representatives, against any liability, loss, damage, cost, claim or action caused by their actions or the actions of their officers, employees or representatives while working on the Right-of-way on account of personal injuries, death, damage to property or damage to the environment.

**7. No Interference.** The County will not unreasonably interfere with any existing facilities, either above or below ground, in the County's Road Right-of-Way.

**8. Assignment of Agreement.** Except as provided in the Section immediately following this Section, this Agreement may not be assigned or transferred by either party without the written consent of the other.

**9. Successors.** In the event of any occurrence rendering the County or the District incapable of performing under this Agreement, any successor of the County or the District, whether the result of legal process, assignment, or otherwise, will succeed to the rights and obligations of the County and the District, respectively, hereunder.

**10. Severability.** In the event any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provision hereof.

**11. Modification.** No provision of this Agreement may be modified, altered or amended by the individual action of either party. All such modifications, alterations or amendments must be agreed to in writing by both parties.

**12. Governing Law and Regulations.** This Agreement will be governed by and construed in accordance with the laws and regulations of the State of Kansas.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matters contained herein and no representations or understandings not contained herein will be binding upon the parties.

**14. Exhibits.** See Attached Exhibits for itemized reimbursement for this project.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates listed below:

LEAVENWORTH COUNTY, KANSAS

\_\_\_\_\_  
Date

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

Printed Name: \_\_\_\_\_

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

ATTEST:

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

Printed Name: \_\_\_\_\_

Title: County Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF LEAVENWORTH )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of County of Leavenworth, and \_\_\_\_\_ (Name), \_\_\_\_\_ (Title) of County of Leavenworth, who is personally known to me to be the same person who executed as such officer/member the foregoing instrument of writing on behalf of said entity and said person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

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

Printed Name: \_\_\_\_\_

My Appointment Expires:

\_\_\_\_\_

**Leavenworth County Rural Water District No. 7,**

By: \_\_\_\_\_  
John T. Amrein, Chairman

**ACKNOWLEDGMENT**

STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF LEAVENWORTH    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **JOHN T. AMREIN**, Chairman of Leavenworth County Rural Water District No. 7, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said Leavenworth County Rural Water District No. 7, and such person duly acknowledged the execution of the same to be the act and deed of said Leavenworth County Rural Water District No. 7.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

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

Printed Name: John T. Amrein

My Appointment Expires:  
\_\_\_\_\_



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913/782-0541 FAX 913/782-0109

**INVOICE**

September 30, 2021

Project No: 243-221006.1

Invoice No: 0000006

RWD#7 Leavenworth County, Kansas  
P.O. Box 257  
Bonner Springs, KS 66012

Consultation: Review Road Plans for 158th Street for water main conflicts and Report – \$2,972.50  
Linwood School Changes and Revisions - \$510.00

**Professional Services from September 01, 2021 to September 30, 2021**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician	14.50	85.00	1,232.50
Principal	12.00	145.00	1,740.00
Survey Technician	6.00	85.00	510.00
Totals	32.50		3,482.50

**Total Labor**

**3,482.50**

**Total this Invoice**

**\$3,482.50**

*11/23/2021  
ck# 97295*

*David*

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913-782-0541 FAX 813/782-0109

**INVOICE**

October 31, 2021

Project No: 243-221056.2

Invoice No: 0000003

RWD#7 Leavenworth County, Kansas

P.O. Box 257

Bonner Springs, KS 66012

For: Design of water main relocations for 158th Street

**Professional Services from October 01, 2021 to October 31, 2021**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Senior Technician	33.00	85.00	2,805.00
Engineer	<u>7.00</u>	130.00	<u>910.00</u>
Totals	40.00		3,715.00

*General Exp.*

**Total this Invoice**

**\$3,715.00**

*11/23/2021  
CK#  
97295*

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913/782-0541 FAX 913/782-0109

INVOICES

11/23/2021  
CK# 97295

October 31, 2021

Project No: 243-221006.1

Invoice No: 0000008

RWD#7 Leavenworth County, Kansas  
P.O. Box 257  
Bonner Springs, KS 66012

Consultation: Review Road Plans for 158th Street for water main conflicts and Report - Linwood School Changes and Revisions

**Professional Services from October 01, 2021 to October 31, 2021**

**Professional Personnel – 158<sup>TH</sup> Street**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Technician	32.50	85.00	2,762.50	
Principal	9.00	145.00	1,305.00	
Survey Technician	2.00	85.00	170.00	
Totals	45.50		4,237.50	
<b>Total Labor</b>				<b>4,237.50</b>

**Reimbursable Expenses**

Travel, Meals & Lodging			29.40	
<b>Total Reimbursables</b>			<b>29.40</b>	<b>29.40</b>

**Total this Project \$4,266.90**

**Professional Personnel – Linwood School**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Survey Technician	2.00	85.00	170.00	
Totals	2.00		170.00	
<b>Total Labor</b>				<b>170.00</b>

**Reimbursable Expenses**

Travel, Meals & Lodging			40.00	
<b>Total Reimbursables</b>			<b>40.00</b>	<b>40.00</b>

**Total this Project \$210.00**

**Total this Invoice \$4,476.90**

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Clarita, KS 66061 • 913/782-0541 FAX 913/782-0109

INVOICE

RWD#7 Leavenworth County, Kansas  
P.O. Box 257  
Bonner Springs, KS 66012

*11/21/2022  
CHK# 97357*

November 30, 2021

Project No: 243-221056.2

Invoice No: 0000004

For: Design of water main relocations for 158th Street  
**Professional Services from November 01, 2021 to November 30, 2021**  
**Professional Personnel**

	Hours	Rate	Amount
Senior Technician	34.00	85.00	2,890.00
Engineer	16.00	130.00	2,080.00
Totals	50.00		4,970.00
<b>Total Labor</b>			<b>4,970.00</b>

**Total this Invoice \$4,970.00**

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913-782-0541 FAX 913-782-0109

**INVOICE**

*1/21/2022  
ck# 97357*

November 30, 2021

Project No: 243-221006.1

Invoice No: 0000009

RWD#7 Leavenworth County, Kansas  
P.O. Box 257  
Bonner Springs, KS 66012

Consultation: Update Report for Revised 158th Street Road Plans and Report and Cost Estimate for Cheyenne Crossing

**Professional Services from November 01, 2021 to November 30, 2021**

**Professional Personnel**

Update Report for Revised 158<sup>th</sup> Street Road Plans

	Hours	Rate	Amount
Principal	4.5	145.00	652.50
Totals	4.5		652.50
<b>Total Labor</b>			<b>652.50</b>

**Total this Project 652.50**

**Professional Personnel**

Report and Cost Estimate for Cheyenne Crossing

	Hours	Rate	Amount
Principal	2.5	145.00	362.50
Totals	2.5		362.50
<b>Total Labor</b>			<b>362.50</b>

**Total this Project 362.50**

**Total this Invoice 1015.00**

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



**PONZER-YOUNGQUIST, P.A.**

Consulting Engineers and Land Surveyors

227 E. Dennis Ave., Olathe, KS 66061 • 913/782-0541 FAX 913/782-9109

INVOICE

*1/21/2022  
CK# 97357*

December 31, 2021

Project No: 243-221056.2

Invoice No: 0000005

RWD#7 Leavenworth County, Kansas  
P.O. Box 257  
Bonner Springs, KS 66012

For: Design of water main relocations for 158th Street

**Professional Services from December 01, 2021 to December 31, 2021**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Engineer	1.00	130.00	130.00
Totals	1.00		130.00
<b>Total Labor</b>			<b>130.00</b>

**Total this Invoice**

**\$130.00**

\*\*Late payment charges are 1.5% of invoice amount on the 16th day after billing and every 30 days thereafter on unpaid balance.



# Leavenworth County Request for Board Action

**Date:** February 23, 2022

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *B. Noll*

**Additional Reviews as needed:**

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

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**Action Requested:** Accept the recommendation for the Bridge F-46 Replacement Construction Inspection Services and award to McAfee Henderson Solutions (MHS).

**Recommendation:** Approval

**Analysis:**

Proposals were solicited from KDOT prequalified Construction Inspection firms by the Public Works Department. Proposals included estimated hours based upon a 120 calendar day construction window and contract amount for the proposed hours.

Public Works received two (2) proposals, one from MHS and one from BHC, as well as hourly fees from Olsson to perform the work as part of our on-call engineering contract. MHS estimates 948 hours required by a lead inspector (83% of estimated hours), at \$90/hour; BHC estimates 840 hours at \$140/hour (90% of estimated hours). MHS's total proposal

Public Works recommends MHS to perform the requested services.

**MHS Contract Agreement (1,139 Hours+Mileage+Testing): \$113,697.08**

**Alternatives:** Deny, Table

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds (220 - Special Highway Fund OR ARPA Funding)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** Not to Exceed \$113,697.08

**Additional Attachments:**

MHS Proposal  
BHC Proposal  
Hourly Contract Cost Comparison

# COUNTY OF LEAVENWORTH

PUBLIC WORKS DEPARTMENT

300 WALNUT, SUITE 007

LEAVENWORTH, KANSAS 66048

Lauren Anderson  
Engineering Superintendent



McAFEE  
HENDERSON  
SOLUTIONS

CIVIL ENGINEERING • LAND SURVEYING  
CONSTRUCTION ENGINEERING

309 JEFFERSON, Box 397  
OSKALOOSA, KANSAS 66066  
PHONE: 785.863.2647  
FAX: 785.863.2603

REQUEST FOR:

ENGINEER INSPECTION SERVICES

F-46 BRIDGE REPLACEMENT

January 27, 2022

Ms. Lauren Anderson  
Engineering Superintendent  
Leavenworth County Public Works  
300 Walnut, Suite 007  
Leavenworth, Kansas 66048

**RE: Engineer Inspection Services for F-46 Bridge Replacement  
Qualifications Packet and Fee Proposal**

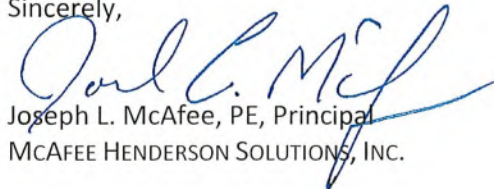
Dear Ms. Anderson:

McAfee Henderson Solutions, Inc. (MHS) is pleased to submit our qualifications to perform Construction Engineering Services for the upcoming bridge replacement project on 166<sup>th</sup> Street over Hog Creek. Our staff is proud of our service relationship with Leavenworth County; performing construction inspection on the E-58 Bridge over Stranger Creek in 2020, as well as numerous past Leavenworth County bridge improvement projects. Our goal is to continue to strengthen our construction engineering service relationship with you and your staff.

We understand the project is anticipated to begin approximately May 2, 2022, with 120 anticipated calendar days. We have included resumes for our project management and chief inspection staff for your consideration. Each staff member is duly qualified to perform the bridge and pavement inspection work and offer the added advantage of having served Leavenworth County on past projects.

All staff associated with the project work out of our Oskaloosa office, a short 26 miles from the project site. Our close proximity to the site coupled with our understanding of Leavenworth County's service expectations will provide the most economical and professional completion of services. The enclosed packet provides the information requested in the RFP including past project references for our staff. We welcome your contact with the listed references to inquire about our staffs' commitment to excellence in the Construction Engineering field. Thank you again for the opportunity to submit our qualifications and we look forward to your response.

Sincerely,



Joseph L. McAfee, PE, Principal  
McAfee Henderson Solutions, Inc.

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## PROJECT STAFFING

### Project Staffing

MHS proposes to use members of our construction engineering team that has completed services on multiple past Leavenworth County public improvement projects. Mr. Joe McAfee shall serve as Project Manager and will be the primary contact for the Leavenworth County Project Manager. The Chief Inspector for the project will be selected from the MHS Pool of Senior Inspectors consisting of Ron Weyer, Paul Weixelman, and Heath Norris. All three staff have extensive bridge inspection experience for Leavenworth County as well as surrounding Counties, Cities, and the Kansas Department of Transportation. Selection of the Chief Inspector will be schedule driven. Although we are presenting two standalone proposals for consideration of the E-18 and F-46 projects our thought process is that since the projects will be built at the same time that we may be able to add a cost-savings perspective to the County by having one staff member cover both projects. This is a similar approach that we have completed for other counties since the day-to-day pace of construction on bridge projects is routinely much slower than roadway projects. Regardless of the Chief Inspector staffing approach that Leavenworth County requests of MHS we have additional support staff that will be utilized for field inspection assistance as required during major construction phase events on the project.

Based on the proposed May 2, 2022 start date, and 120 Calendar Day construction schedule, the work will be completed August 30, 2022. Team members are available and committed to the project. Each of our team members have served on multiple Leavenworth County projects. Resume information for each team member is included on the following pages. Additionally, our proposal includes a roster of all current MHS inspection personnel and their respective KDOT CIT certifications.

The MHS project approach is to provide a Chief Inspector that will complete the daily inspection, documentation, and communications of the project to the County. Support staff will be utilized for all required on-site material testing and a significant amount of the required laboratory off-site testing. Specialized laboratory testing including soils proctors and concrete cylinder strength testing shall be completed by our sub-consultant, Terracon, Inc. Our staff has worked specifically with Terracon for the past 10 years. Fees associated with the project material testing are included in the Fee Estimate section of the proposal.



## Joseph McAfee, PE, CIT

*Project Manager / Chief Inspector*



**J**oseph McAfee began McAfee Henderson Solutions in 2000 and performs as a Principal for the Engineering Design and Construction Management divisions of the firm. His focus with the firm is on State Agency and Municipal clients that require engineering design and construction inspection services. Throughout his career he has provided project management on many types of public infrastructure improvement projects centered on Transportation, Bridge, Storm Drainage and Utility infrastructure. His work includes preliminary engineering studies, project budget analysis, value engineering, construction engineering, and maintenance management of municipal infrastructure.

A key technical strength that Joe brings to MHS inspection projects is his extensive background in KDOT, MoDOT, and KDHE construction inspection practices. Joe gained certification as a KDOT Construction Inspector in 1993 and has remained active in the construction inspection field managing inspection personnel for the past 29 years. His balanced experience in design and inspection will serve the project well in a QC management role.

*Representative projects include:*

***E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:*** Principal and Project Manager responsible for construction inspection team for this 3-Span Precast Beam structure. Duties included progress meeting representation, monthly pay application authoring, SWPPP inspection reviews, staff management, and material testing oversight.

***KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS:*** Principal and Project Manager overseeing inspection team documentation, materials testing, and administration of this \$10.8 million, 6.5 mile Interstate 35 improvement project. Project included milling, full depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulder. Project was recently audited by the FHWA with no significant findings.

***KDOT 70-89 KA-2107-01 I-70 Bridge Rehab & Pipe Jacking Improvements, Topeka, KS:*** Principal in charge responsible for observation, material testing, and documentation associated with Pipe Bore/Jack of (2) 12' Diameter x 275' storm relief culverts crossing Interstate 70. Duties included daily monitoring of seismic detection system associated with Interstate 70 Surfacing and pipe jacking stress/strain monitoring system.

***KDOT Project 192-44 KA-0024-01 K-192 Highway Grading, Bridge and Surfacing Improvements, Jefferson County, KS:*** Chief Inspector responsible for inspection, material testing, and CMS documentation of 120' haunch-slab bridge and highway improvements projects. Services were provided through MHS KDOT On-Call Contract.

***KDOT Project 52 U-1656-01 6<sup>th</sup> Street Grading, Bridge and Surfacing Improvements, Leavenworth, KS:*** Principal in Charge directing staff on inspection, material testing, and CMS documentation for 120' haunch-slab bridge and Collector Street improvements.

### EDUCATION

B.S. in Civil Engineering  
Kansas State  
University – 1993

### REGISTRATIONS & CERTIFICATIONS

Kansas Professional Engineer(PE), #15158  
Arkansas PE, #9968  
Illinois PE, #062-053580  
Iowa PE, #15005  
Missouri PE, #E-30417  
Nebraska PE, #E-9624  
Oklahoma PE, #19435

KDOT Certified  
Construction Engineering  
Project Manager, #1033  
American Concrete  
Institute Certified  
Inspection Technician

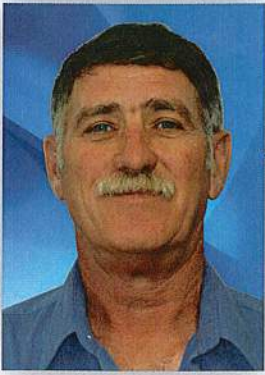
### EXPERIENCE

29 Years in Civil  
Engineering  
With Firm: 22 years  
With Others: 7 years

### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers  
American Public Works  
Association

[Joe.McAfee@mhs-eng.com](mailto:Joe.McAfee@mhs-eng.com)



## Paul Weixelman, CIT, ACI Chief Inspector



**P**aul Weixelman serves as a Chief Inspector on KDOT and Municipal projects for the firm. Mr. Weixelman has 32 years of experience in the Construction Inspection Field, serving as a Chief Inspector for the past 23 years. His project experience includes bridge, roadway, storm sewer, as well as extensive service in the sanitary and water utility fields. Mr. Weixelman's thorough understanding of overall project administration, vast field experience, and educational background provide an excellent overall representative for our clients. Representative Construction Engineering projects include:

### EDUCATION

B.S. Secondary Education,  
Kansas State University –  
1977

M.S. Secondary Education  
& Administration, Kansas  
State University - 1982

### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician  
ACI Concrete Field  
CMS Comprehensive  
Environmental Inspector  
& Manager  
Traffic Control Certified  
Troxler Radiation  
Operator

### EXPERIENCE

32 Years in Construction  
Observation Field

6 Years in Teaching  
Secondary Education

[Paul.weixelman@mhs-eng.com](mailto:Paul.weixelman@mhs-eng.com)

**E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:** Chief Inspector responsible for inspection, material testing, and documentation associated with this three-span precast beam bridge over Stranger Creek. Project included bridge structure improvements, storm sewer, grading, and surfacing improvements along with SWPPP inspections, signage, pavement marking, and seeding restoration of affected areas.

**KDOT 70-89 KA-2107-01 I-70 Bridge Rehab & Pipe Jacking Improvements, Topeka, KS:** Co-Lead Inspector responsible for observation, material testing, and documentation associated with Pipe Bore/Jack of (2) 12' Diameter x 275' storm relief culverts crossing Interstate 70. Duties included daily monitoring of seismic detection system associated with Interstate 70 Surfacing and pipe jacking stress/strain monitoring system.

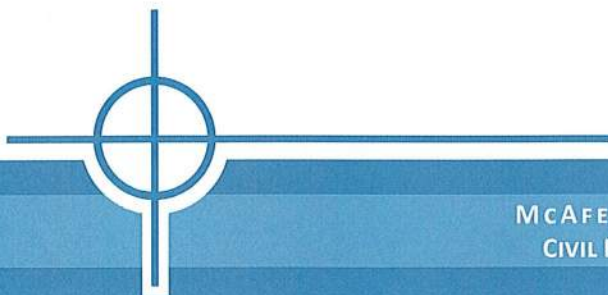
**KDOT K-18 Freeway Improvements, I-70 to Manhattan, KS:** Bridge Team Inspector responsible for observation, material testing, and KDOT CMS documentation associated with (2) 1,000' steel girder bridges, and a 240' pre-stressed girder bridge.

**KDOT Project 106 KA-3387, 3394, 3398 1R Statewide Mill & Overlay Improvements, District 1 KDOT:** Inspection team member responsible for inspection, material testing, and CMS documentation for 34-Mile HMA & UBAS asphalt surfacing improvements project.

**KDOT Project 44 C-4745-01 Box Bridge Improvements, Jefferson County, KS:** Chief Inspector responsible for inspection, material testing, and CMS documentation associated with 59' Triple Cell 12' x 12' Box Bridge structure and roadway improvements.

**KDOT 24-52 KA 2277, 2818, 2819-01 Grading & Surfacing Improvements, Basehor, KS:** Chief Inspector responsible for inspection, material testing, and documentation for this 1.0-mile Triple Intersection Corridor Management improvement project.

**KDOT 73-52 KA-3041-01 Grading, Surfacing, & Traffic Signal Improvements, Leavenworth, KS:** Chief Inspector responsible for inspection, material testing, and CMS documentation of this 0.3-mile multi-lane addition, geometric, new signalized intersection project.





## Ron Weyer, KDOT CIT, ACI

Chief Inspector



**R**on Weyer joined MHS in 2016 and has amassed 22 years of experience in the construction inspection and contract administration fields. Mr. Weyer's inspection experience is augmented by his twenty-two years of KDOT material lab testing Experience. In addition to being named Inspector of the Year for the Bonner Springs KDOT Construction Office in 2004, Mr. Weyer also holds the distinction of being selected as the District One Inspector of the Year for all of northeast Kansas that same year. His project role shall be Chief Inspector. Representative construction engineering projects include:

### AWARDS

KDOT District One  
Inspector of the Year.  
2004

### EDUCATION

Electronic Computer  
Programming Institute

### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician

American Concrete  
Institute Field Certified  
Technician

### EXPERIENCE

22 Years in Construction  
Observation Field  
22 Years in Material  
Testing and Plant  
Inspections  
With Firm: 6 years  
With Others: 38 years

[Ron.weyer@mhs-eng.com](mailto:Ron.weyer@mhs-eng.com)

**KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS:** Chief Inspector for construction inspection, on-site testing, and contract administration for all items associated with this \$10.8-million, 6.5 mile Interstate 35 improvement project. Project included milling, full depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulder.

**KDOT 635-105 K 6371-01 I-635 Grading, Surfacing, & Bridge Improvements, State Avenue to Missouri River, Kansas City, KS:** Chief Inspector supervising 7-member inspection staff for this \$72-million interstate improvement project. Responsible for inspection, on-site testing and contract administration for all road items associated with the project. Project included concrete pavement, temporary asphalt drive lanes, grading, subgrade modification, storm drainage, pavement markings, lighting, signing, traffic control, and SWPPP erosion control oversight.

**KDOT 635-105 K 4890-01 I-635 Grading, Surfacing, & Bridge Improvements, I-70 to I-635, Kansas City, Kansas City, KS:** Chief Inspector supervising 7-member inspection staff for this \$192-million interstate improvement project. Responsible for inspection, on-site testing and contract administration for all road items associated with the project. Project included concrete pavement, temporary asphalt drive lanes, grading, subgrade modification, storm drainage, pavement markings, lighting, signing, traffic control, and SWPPP erosion control oversight.

**KDOT 73-52 KA 3529-02 Reconstruction of US 73 Highway – Leavenworth, KS:** Chief Inspector responsible for construction inspection, on-site testing, and contract administration for a \$4.3 million corridor project. Project included concrete pavement, curb and gutter, and sidewalks along a 1.9-mile, 4-lane urban section of roadway. Pedestrian ramps were upgraded to meet ADA standards and a 9,000-square yard section was paved with precast concrete pavement as a KDOT demonstration project.

**KDOT 7-46 KA 3408-01 Pavement Replacement on K-7 at I-35 – Olathe, Kansas**  
Chief Inspector responsible for inspection, material testing, and contract administration for this 0.3-mile, 8-lane paving improvement of K-7 Highway. The project also included patching on two interstate ramps, and bridge expansion joint replacement.





## Heath Norris, CIT, ACI

### Chief Inspector



**H**eath Norris serves as a Chief Inspector on KDOT and Municipal projects. Heath has served as an inspector on multiple diverse construction and transportation projects. He is responsible for specialized soils testing, compaction testing, and also serves as the firm's main concrete strength testing technician. Mr. Norris also has a substantial background in project surveying that provides an excellent project resource in review of Contractor Construction Staking.

*Representative Construction Engineering projects include:*

***KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling, and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS***

Project Inspector assisting with construction inspection, on-site testing and contract administration for all items associated with this \$10.8 million, 6.5 mile Interstate improvement project. Project included full-depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulders.

***KDOT Project 24-52 2277-01 Grading, Surfacing, & Utility Improvements, Basehor, KS:***

Project Inspector assisting with inspection, materials testing, and documentation of grading, fly-ash base stabilization, and aggregate base construction on this Corridor Management project.

***KDOT Project 52 C-4611-01 Bridge Replacement, Easton, KS:*** Chief Inspector responsible for inspection, material testing, and CMS documentation for this 53 LF bridge replacement over Little Stranger Creek.

***KDOT Project 106 KA-3579, 4324-01 ADA Ramp Improvements, Statewide, KS:*** Project Inspector assisting with preliminary survey field data collection and on-site preliminary design of ADA Sidewalk improvements at 245 locations throughout Kansas.

***KDOT Project 3 C-4871-01 Bridge Replacement, Atchison County, KS:*** Project Inspector assisting with pile driving, materials testing, and SWPPP inspections, and documentation for this 123 LF reinforced concrete haunch slab bridge.

***E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:*** Project Support Inspector assisting with inspection and field material testing during concrete pours and HMA Commercial asphalt paving operations.

***KDOT Project 44 C-4824-02/03/04 Emergency Bridge Embankment Repair Improvements, Jefferson County, KS:*** Chief Inspector responsible for inspection, materials testing, and CMS documentation for 3 bridge sites damaged by storm flooding events. Project included bridge abutment berm reconstruction, riprap armoring, RCB Box Bridge wingwall and guardrail reconstruction, and seeding improvements.

#### EDUCATION

Kaw Area Technical  
School – CAD Drafting  
Certification – 1998

#### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician

ACI Concrete Strength  
Environmental Inspector  
Profilograph Certified  
Soils Field  
QC/QA Asphalt &  
Concrete Certified  
Environmental Inspector  
Traffic Control Certified  
Troxler Radiation  
Operator

#### EXPERIENCE

9 Years in Construction  
Observation Field  
4 Years in Field Surveying

With Firm: 13 years  
With Others: 0 years

[Heath.Norris@mhs-eng.com](mailto:Heath.Norris@mhs-eng.com)



## PROJECT UNDERSTANDING & OFFICE LOCATION

### Project Understanding

Based on the plans and our previous experience we have grouped the project into six major controlling items of work:

- Removal of Structures/Work Zone Clearing & Grubbing
- Pile Driving and Foundation Support Excavation
- Bridge Construction
- Slope Protection
- Roadway Base & Approach Slab Construction
- Guardrail Installation & Surfacing

Based on our review of the current plan set, we have identified items of special consideration for the project.

Similar with all county bridge projects, the project corridor will be closed during construction with the Contractor maintaining local access. There appears to be one agriculture entrance on the west side of the project, within the construction zone. One residential drives exist within the construction zone on the west side of the project. Inspection personnel will provide intermediate checks on the detour signage throughout the project to verify signs remain in work order.

Structure Removal & Work Zone Clearing: The initial controlling item of work will be removal of the existing bridge (following review and approval of a Category A demolition plan) along with clearing and grubbing of the work zone. While it is not anticipated, our inspector will work with the County staff to determine if any part of the structure is to be retained by the County; and if so; where transport is to occur. Once the structure is removed, we shall verify that all of the existing structure and adjacent pipe are removed to the limits shown on the plans.

A vital requirement during the clearing and grubbing phase will be the protection of existing utilities. Inspection staff will communicate with utility owners to confirm that errant damage is not experienced by owners.

Steel Pile Driving and Abutment Wall Construction: Once the work zone is cleared of all existing structures and trees, the contractor will perform rough grading of the roadway and bridge support areas. This is always a critical phase for the project inspector because the material directly below the bridge supports may differ from the geotechnical borings. All structural supports are founded on steel H piles. Our inspection team is well versed in performing the necessary pile driving calculations and inspection required to determine that proper bearing pressure is achieved for each pile. Our inspection team also has experience encountering obstructions while driving pile. If there are any substructure challenges discovered, we will be ready to provide real-time communications with the Engineer to collaborate a workable solution to keep the contractor moving and avoid costly claims or delays.

Bridge Construction: The concrete construction of the bridge will consist of structure forming, steel placement, and concrete placement for each section of the bridge. We anticipate a total of up to 5 concrete pours to construct the super structure, corral rail, and approaches. During each of the pours we will have the Chief Inspector and Support Inspector on-site working as a team to complete the necessary inspection and material testing. While it is not required for this project,

we can utilize an additional member of our engineering staff in the concrete batch plant if concrete tests fail to meet acceptable criteria and as directed by the County to ensure batching operations meet KDOT specifications for a quality product. Key aspects of each concrete pour will consist of form checks to line and grade, reinforcing steel type & placement location checks along with adequate clearances and sufficient number of ties, concrete placement inspection, and proper curing and weather protection. Each member of our inspection team will perform the same role during the process as they have on past projects. The concrete placement process obviously represents the highest cost item of work and our staff is trained to treat the procedure with the highest importance. Other critical items of work associated with the bridge construction will be inspection and erecting the steel beams and diaphragms. The Chief Inspector will be heavily involved through this stage to see that the lifting plan and sequence are followed. After the beams and diaphragms are erected and the deck steel installed, the cast-in-place concrete deck placement will be the next major activity. Prior to deck placement, our inspectors will perform a dry-run with the contractor to make sure the screed set up will meet plan concrete depth requirements. The approaches will likely be poured one at a time following subgrade verification by the inspector. Corral rails will also likely be completed one side at a time after the deck and approach slab have fully cured so the concrete trucks can drive directly up onto the deck.

Slope Protection: Slope protection shall be placed to wrap the slopes at each abutment of the new bridge. Our inspector will verify that all preliminary grading is completed in each area and that all existing rock is removed prior to placement of the new slope protection rip rap. The inspector shall ensure that all protection rock is keyed into the grade according to the plans particularly at the toe of slope which is below the Ordinary High-Water elevation. One important requirement of the inspector for this portion of work will be to investigate the source of the rip rap material and its long-term suitability for placement. Many contractors have begun producing rip rap with their own personnel to save material cost on projects. Based on our experience, some of this rock does not come from suitable ledges and thus does not hold up more than a few years through freeze-thaw cycles. Our inspector will consult with KDOT and inspect rip rap ledge sources with County personnel if necessary to be confident that the material meets the required specification.

Roadway/Approach Slab Construction: Once all work is completed on the bridge and off-road areas the contractor will work to achieve final grade on the roadbed as well as through the ditch cuts. Our inspector will confirm that the final subgrade meets compaction and moisture specifications. This is an important step in accepting the subgrade since any fill height adjacent to the bridge approach can result in future settlement if not brought to proper compaction and moisture content. Also critical to the future integrity of the approach slabs is the installation of the abutment strip drains. Our staff is fully experienced in installation and compaction requirements for the abutment strip drains.

Once the final subgrade and aggregate base has been verified by the inspector, the contractor will place each approach slab and prepare for guard rail installation. The construction of each approach slab will require inspection and material testing similar with previous structure pours with the exception that a secondary field inspector is typically not required.

Guardrail Installation & Pavements: The final construction items for the project will consist of guardrail installation, asphalt base and surfacing followed by fine grading and seeding of the roadside. The Chief Inspector shall verify all construction layout of the guardrail system and perform the necessary nuclear density rolling procedures for each lift of asphalt pavement

placement. Once this work is completed a final inspection walkthrough will be scheduled with County staff and the contractor. Provided all punchlist items have been addressed by the contractor, the corridor will be opened to traffic and the final documentation phase of the project will begin.

Through each of the six major controlling items of work stages in the project the MHS project manager shall ensure that all levels of inspection staffing are adequate and that all material testing requirements for the project are completed according to KDOT requirements. Additional project specific items that our site visit identified are listed below along with our approach to ensuring that they do not become issues during the construction phase of the project.

Communications: Our staff prides itself on keeping the Client informed. In short, as a County Government, you have funded the design, you have funded the construction, and we place a high priority on the follow-through that guarantees a successful project. Our staff will provide weekly updates throughout the project. Bi-Weekly Progress meetings can be scheduled at the County's request to further the level of communications.

## Office Location and Familiarity with the Area

Construction inspection and project management staff assigned to the Hog Creek Bridge project operate out of our office located in Oskaloosa, Kansas. Our office is located just 26 miles from the project site. Locations that our staff is expected to travel to other than the jobsite include the Leavenworth County Public Works office. Each of these sites is within a short 30-minute drive from our office. Detailed mileage reimbursement calculations are shown on the project cost sheet in the following pages.

In terms of familiarity with the project site, I believe that our firm can offer a level of familiarity that is un-rivaled by our competition other than possibly the bridge design engineering firm. Our staff is extremely familiar with Leavenworth County. Our inspection team has performed for Leavenworth County Public Works staff on some of their most significant projects over the past few years. Recent projects include:

- E-58 Bridge Replacement on Millwood Road over Stranger Creek
- 147<sup>th</sup> Street Improvements, Fairmount to Parallel Roads
- Eisenhower Road Improvements, Route 5 to 155<sup>th</sup> Street

In addition to these projects, our staff has completed numerous similar bridge projects for Leavenworth County over the past 5 years as well as surrounding counties via KDOT funding programs. Please see the attached Representative Projects sheet for similar projects as well as the MHS References sheet for contact information of the Owner representatives of those projects.

# MHS References

Please contact each of our valued Clients listed below to learn more about the MHS commitment to excellence displayed on past Construction Engineering projects.

## **Tony Menke, PE**

Bureau Chief  
KDOT Bureau of Construction & Materials  
6<sup>th</sup> Floor ESOB, 700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-3576

## **Amy Pope, PE**

Field Engineering Administrator  
KDOT, District 1 – Bonner Springs  
650 North K-7 Highway  
Bonner Springs, KS 66012-1736  
(913) 721-2754

## **Nathan Jeffries, PE**

Field Engineering Administrator  
Olathe Construction Office  
1290 S. Enterprise  
Olathe, KS 66061-5355  
(913) 764-0987

## **Bill Noll, PLS**

Public Works Director  
Leavenworth County, Kansas  
300 Walnut, Suite 007  
Leavenworth, KS 66048  
(913) 684-0470

## **Thomas Dow, PE**

Senior Engineer – US Army  
Fort Leavenworth Public Works  
440 McPherson Avenue  
Fort Leavenworth, KS 66027  
(913) 684-5646

## **Gene Myracle, Jr.**

Public Works Director  
City of Basehor, KS  
2300 N. 158<sup>th</sup> Street  
Basehor, KS 66007  
(913) 724-2000

## **Burt Morey, PE**

Deputy Secretary of Transportation  
State Transportation Engineer  
700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-3285

## **Blair Heptig, PE**

Field Engineer  
KDOT Bureau of Construction & Materials  
6<sup>th</sup> Floor ESOB, 700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-7138

## **Joe Snyder, Superintendent**

Atchison County Road & Bridge  
Atchison County Courthouse  
1801 Main  
Atchison, KS 66002  
(913) 804-6120

## **Michelle Anschutz, PE**

Field Engineering Administrator  
KDOT, District 1 – Topeka  
101 Gage Boulevard  
Topeka, KS 66602-2021  
(785) 296-3986

## **Brian Faust, PE**

Director of Public Works  
City of Leavenworth, Kansas  
100 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048  
(913) 684-0375

## **Darren Petrowski**

Field Engineering Administrator  
Independence Construction Office  
3097 West Main  
Independence, KS 67301  
(620) 577-7310

# REPRESENTATIVE BRIDGE INSPECTION PROJECTS

MHS Construction Engineering



## **KDOT 052-C-0327-01 Basehor, KS Leavenworth County – KDOT District 1, Bonner Springs Office:**

This City of Basehor bridge replacement project was required to replace an existing narrow steel truss bridge over Hog Creek on 178<sup>th</sup> Street in Leavenworth County. Key elements of the project included the re-alignment of the roadway and bridge location, raised elevation of the bridge to remove from the flood plain, pile bent abutments, spread footing pier walls, bank stabilization, storm water drainage structures, subgrade modification, and the reconstruction of the gravel county road. This project was administered by KDOT District 1 Bonner Springs office. MHS provided Resident on-site inspection & materials testing, as well as KDOT CMS documentation by Mr. Norris.

*Client: KDOT District 1, Area 3 Construction Office - Bonner Springs, Kansas*

*Contact: Amy Pope, PE*

*Phone: 913.721.2960*

*Construction Cost: \$464,200*



## **KDOT 192-44 KA-0024-01 Winchester, KS Jefferson County – KDOT District 1, Gage Office:**

This Jefferson County Bridge replacement project was required to replace a deteriorating haunch slab bridge over Indian Creek on Highway K-192. The replacement bridge was a 123 LF, 3 span haunch slab with corral rails, pile bent abutments, and pile bent pier walls. Key elements of this bridge replacement project included the profile change of the roadway and bridge location, bridge approach replacement, bank stabilization, asphalt pavement, and the widening of the cut areas into the right of way back slopes. The project was administered by KDOT District 1 Gage office. MHS provided Resident on-site inspection as well as all required KDOT materials testing and documentation completed by Mr. Weixelman.

*Client: Jefferson County Public Works, Kansas*

*Contact: Bill Noll, PLS*

*Phone: 785.863.2211*

*Construction Cost: \$772,050*



## **E-58 Bridge Replacement, Millwood Road over Stranger Creek – Leavenworth County Public Works, Leavenworth, KS**

MHS provided resident inspection for this Three Span (60'-80'-60') structure northeast of Easton, KS. Structural elements included steel piling supported abutments, spread footing supported central piers, and pre-stressed beam supported superstructure. Project included slope stabilization rip rap, guardrail, abutment backwall protection system, HMA and aggregate pavements, and SWPPP erosion control inspections. This 203-calendar day project inspection team consisted of Paul Weixelman-Chief, and Heath Norris-Support managed by Joe McAfee, Project Manager.

*Client: Leavenworth County Public Works - Leavenworth, Kansas*

*Contact: Bill Noll & Lauren Anderson*

*Phone: 913.684.0470*

*Construction Cost: \$1,238,390*



# REPRESENTATIVE CONSTRUCTION ENGINEERING PROJECTS

Northeast Kansas Regional



## **KDOT 3 C-4871-01 Bridge Replacement – Atchison County, KS:**

MHS staff provided construction inspection services for the removal of an existing 80' Span Steel Truss and 2-16' Timber Stringer approach spans and replacement with a three span skewed reinforced concrete haunch slab bridge totaling 123 feet long. Piers and abutments were founded on driven piling with a cast-in-place concrete deck and corral rail. Project included full inspection, testing, documentation, and administration for all project traffic control, materials, environmental (SWPPP) inspections, pile driving, slope stabilization, guardrail, embankment, and grading. Mr. Norris provided support inspection on this project with Mr. McAfee as the Project Manager.

*Client: KDOT District 1, Area 1 Construction Office – Horton, Kansas*

*Contact: Chris Rottinghaus*

*Phone: 785.486.2142*

*Construction Cost: \$444,000*



## **KDOT 52 C-4597-01 High Prairie Road Bridge, KS Leavenworth County -**

### **KDOT District 1, Bonner Springs:**

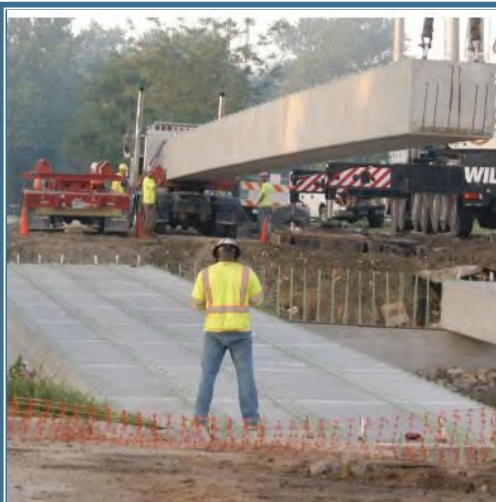
MHS provided Resident on site inspection, materials testing, and KDOT CMS documentation for this bridge replacement project over Little Stranger Creek. Key elements of this improvement project included the widening of the existing 2 lane roadway as well as replacing an existing steel girder bridge and stone abutments with a 3-span 100 LF haunch slab span bridge. The project included abutment h-pile driving, encased pile piers, bridge backwall protection system, new CMP drainage, guardrail, and almost 600 cubic yards of slope protection rip rap wrapping the slopes around the abutments.

*Client: KDOT District 1, Area 3 Construction Office - Bonner Springs, Kansas*

*Contact: Amy Pope, PE*

*Phone: 913.721.2960*

*Construction Cost: \$609,859*



## **2<sup>nd</sup> Street Bridge over 3 Mile Creek Leavenworth, KS Leavenworth County -**

### **City of Leavenworth:**

MHS staff (*with a previous consulting firm*) provided representative on-site inspection, contractor QA materials testing and project management for this bridge replacement project. This improvement project involved the demo of the existing historic arch bridge on 2nd Street over 3 Mile Creek and over a walking trail near downtown Leavenworth. Bridge construction highlights included concrete encased driven h-pile abutments, 12-120LF precast concrete box beams, relocating a 12" water main and 6" gas main through the box beams, and cast-in-place concrete deck, sidewalk and corral rail.

*Client: City of Leavenworth Public Works – Leavenworth, Kansas*

*Contact: Michael McDonald, PE*

*Phone: 913.684.0375*

*Construction Cost: \$1,547,523*





**FEE ESTIMATE  
SUPPORTING DATA SHEETS  
For  
CONSTRUCTION ENGINEERING (INSPECTION) SERVICES**

**Project No.** Leavenworth County Public Works F-46 Bridge Replacement  
County of Leavenworth, Kansas:

**CE Fee**

- Parameters:**
- (a) Estimated Contractor's Notice to Proceed Date - May 2, 2022
  - (b) 120 Calendar Days - Estimated 18 calendar week construction phase
  - (c) Full-time Resident Inspection, Support Inspector during major work items.
  - (d) KDOT standard on-site material tests shall be completed by MHS Testing Technician. Laborator shall be completed by MHS Testing Technician and Terracon. Soils Proctor testing shall be completed by MHS. Granular Base Proctor shall be supplied by Contractor.
  - (e) Concrete/Asphalt Plant inspection not included, nor requested.
  - (f) Project mileage shall include portal to portal trips from MHS Oskaloosa, KS office location.

**Personnel:** Project Manager: Joe McAfee, PE, CIT #1033  
 Potential Chief Inspectors: Joe McAfee CIT#1033, Ron Weyer CIT#4561,  
 Heath Norris, CIT #4396, Paul Weixelman CIT#489  
 Potential Support Inspectors: Kevin Schafer, CIT#5633, Vicki McAfee, CIT#4452  
 Potential Testing Technician: Kevin Schafer, CIT#5633, Vicki McAfee, CIT#4452

**A. PRE-CONSTRUCTION PHASE** - Includes Pre-Construction, Inspection, and County meetings, Diary and Pay Template Book setup.

CONSULTANT STAFF		TITLE	HOURS
Joe McAfee		Project Manager	15
Schedule Driven		Chief Inspector	34

**A.1 PRE-CONSTRUCTION SITE IMPROVEMENT ANALYSIS REPORT** - Includes Site Visit, Engineering Analysis, Final Report.

CONSULTANT STAFF		TITLE	HOURS
Joe McAfee, PE		Project Manager	32
Kevin Schafer		Support Technician	13

**B. CONSTRUCTION PHASE** - Includes Professional Staff Hours for Full-Time Construction Inspection.

<b>Project Manager</b> – Joe McAfee, Professional Labor Hours - 3 hours per week designated for management of staff, resolution of field issues, coordination with Engineer of Record, and responding to County questions.					
Month	Work Weeks (Mon-Fri)	Hours per Week	Saturdays Worked	Regular Hours	Overtime Hours
May	4.5	3	0	13.5	0
June	4	3	0	12	0
July	4	3	0	12	0
August	4.5	3	0	13.5	0
<b>Phase Totals</b>	<b>17</b>	<b>N/A</b>	<b>0</b>	<b>51</b>	<b>0</b>

<b>Chief Inspector</b> – Schedule Driven Staff, Professional Labor Hours for full-time inspection, documentation, and project representative.					
Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
May	21	10.5	0	220.5	0
June	22	10.5	0	231	0
July	20	10.5	0	210	0
August	21	10.5	0	220.5	0
<b>Phase Totals</b>	<b>84</b>	<b>N/A</b>	<b>0</b>	<b>882</b>	<b>0</b>

<b>Support Inspector &amp; Material Testing</b> – Kevin Schafer/Vicki McAfee, Professional Labor Hours - Support Inspector for Concrete Pours, HMA Construction. Material Testing Technician for On-Site Concrete, Soils, Aggregate Testing hours excluding Test Fees.					
Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
May	4	6	0	24	0
June	3	6	0	18	0
July	3	6	0	18	0
August	2	6	0	12	0
<b>Phase Totals</b>	<b>12</b>	<b>N/A</b>	<b>0</b>	<b>72</b>	<b>0</b>

**C. POST CONSTRUCTION-FINAL DOCUMENTATION PHASE** - Includes production of As-Built Plans, Spreadsheet Calculations for Final Pay Quantities, Change Order production and documentation.

CONSULTANT STAFF	TITLE	HOURS
Joe McAfee	Project Manager	8
Paul Weixelman	Chief Inspector	32

**D. REIMBURSABLE PROJECT DIRECT EXPENSES**

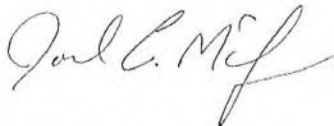
DESCRIPTION	UNIT	QUANTITY	UNIT COST	UNIT
<b>Chief Inspector Project Mileage</b> - Daily Inspection from office to site. Total: (84 trips @ 56 miles RT) + (3 trips @ 60 miles RT to Leavenworth County Office).	Mile	4,884	\$0.58	2,832.72
<b>Project Manager and Secondary Field Inspector Project Mileage</b> - 29 jobsite visits during project, 3 jobsite trips for pre and post construction meetings. Total: (32 trips @ 56 miles RT).	Mile	1,792	\$0.58	1,039.36
<b>KDOT Material Testing Fee</b> - See Attached Testing Requirements Worksheet for Breakdown of required tests and applicable fees.	Lump Sum	1	\$4,880.00	4,880.00
<b>Direct Project Expense Total</b>				<b>\$8,752.08</b>

**E. TOTAL CONSTRUCTION ENGINEERING ESTIMATE**

<b>Contract Phase</b>	<b>Project Duty</b>	<b>Employee</b>	<b>Hours</b>	<b>Professional Labor Rate</b>	<b>Extension</b>
Pre Construction (Includes A & A.1 Services)	Project Manager	Joe McAfee	47	\$ 125.00	5,875.00
	Chief Inspector	Schedule Driven	34	\$ 90.00	3,060.00
	Support Technician	Kevin Schafer	13	\$ 75.00	975.00
Construction	Project Manager	Joe McAfee	51	\$ 125.00	6,375.00
	Chief Inspector	Schedule Driven	882	\$ 90.00	79,380.00
	Support Inspector / Testing Tech	Schedule Driven	72	\$ 75.00	5,400.00
Post Construction	Project Manager	Joe McAfee	8	\$ 125.00	1,000.00
	Chief Inspector	Schedule Driven	32	\$ 90.00	2,880.00
Total Professional Hours Fee					104,945.00
Direct Expenses					8,752.08
<b>Total Construction Engineering Fee</b>					<b>113,697.08</b>

This completes our project summary of professional hours and direct expenses. If you have any questions regarding the listed hours please do not hesitate to contact me. We look forward to assisting you with the successful completion of this County of Leavenworth Project.

Respectfully Submitted,



Joseph L. McAfee, President  
McAfee Henderson Solutions, Inc.

## Material Testing Requirements & Fee - F-46 Bridge Replacement

Test Description	Location	KT Identification	Quantity	Unit Cost	Extension
<b>Soils</b>					
Field Density and Moisture Testing of In-Place Compacted Soils <i>Mainline (1 per 1,000' per lift)</i>	Mainline	KT-11, KT-13	6	35.00	210.00
<i>Side Roads &amp; Driveways (1 per segment per lift)</i>	Sideroads & Driveways		4	35.00	140.00
Soils Proctor with Atterberg Limits (Excludes Contractor Furnish)	Required Lab Fee	ASTM D4328	1	350.00	350.00
<b>Aggregate Base</b>					
Field Density and Moisture Testing of In-Place Compacted Base <i>Gradation Test</i>	Project	KT-2	1	265.00	265.00
<i>Mainline (1 per 1,000' per lift)</i>	Mainline	KT-11, KT-13	4	35.00	140.00
<i>Side Roads (1 per segment per lift)</i>	Sideroads & Driveways		2	35.00	70.00
AB-3 Granular Base Proctor (Supplied by Contractor Supplier)	Project	ASTM D4328	0	350.00	0.00
<b>Asphalt Concrete HMA Base &amp; Surface (Non QC/QA Requirements)</b>					
HMA Commercial Grade Gradation Test	Project	KT-2	2	300.00	600.00
Rolling Procedure for Density (Nuclear)	HMA Base & Surface	KT-32	2	35.00	70.00
<b>Portland Concrete for Bridge &amp; Approach Sections</b>					
Concrete Field Testing - Temperature, Slump, Unit Weight, Air Content	All Segments	KT-17,18,20,21	5	80.00	400.00
Concrete Field Testing - Strength Cylinder Preparation (Sets of 4) (Includes round trip transportation to testing laboratory)	All Segments	KT-22	3	160.00	480.00
Cylinder Strength Laboratory Compression Testing (Sets of 4)	All Segments	ASTM C39	3	300.00	900.00
<b>Material Testing Consultant Project Fees</b>					
Project Manager Oversight		Hours	8	125.00	1,000.00
Technician Standby and Port-to-Port Time		Hours	3	40.00	120.00
Equipment Vehicle Charge		Trips	3	45.00	135.00
<b>Total Material Testing Fee:</b>					<b>\$4,880.00</b>

Projected Hours per Phase		MHS Proposed Hours
Pre-Con Phase	Project Manager	15
	Chief Inspector	34
	Director	0
	Project Manager	32
	Support Technician	13
Construction Phase	Project Manager	51
	Chief Inspector	882
	Support Inspector & Material Testing	72
Post Construction	Project Manager	8
	Chief Inspector	32

Professional Contract Services Costs (No Direct Costs Included) - MHS H		
Total Hours		MHS
Project Manager	106	\$ 125.00
Chief Inspector	948	\$ 90.00
Support Technician	85	\$ 75.00
Professional Hours Fee	1139	\$ 104,945.00

Professional Contract Services Costs (No Direct Costs Included) - BHC H		
Total Hours		Olsson
Director	2	\$ 140.00
Project Manager	93	\$ 140.00
Chief Inspector	840	\$ 110.00
Professional Hours Fee	935	\$ 105,700.00

BHC Proposed Hours	
10	
40	
2	
4	
0	
69	
720	
0	
10	
80	

ours	
Olsson	
\$ 140.00	
\$ 110.00	
\$ 65.00	
\$ 124,645.00	

83%

ours	
BHC	
\$ 215.00	
\$ 160.00	
\$ 140.00	
\$ 132,910.00	

90%

# Leavenworth County Request for Board Action

**Date:** February 23, 2022

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *B. Noll*

**Additional Reviews as needed:**

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

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**Action Requested:** Accept the recommendation for the Bridge E-18 Replacement Construction Inspection Services and award to McAfee Henderson Solutions (MHS).

**Recommendation:** Approval

**Analysis:**

Proposals were solicited from KDOT prequalified Construction Inspection firms by the Public Works Department. Proposals included estimated hours based upon a 180 calendar day construction window and contract amount for the proposed hours.

Public Works received two (2) proposals, one from MHS and one from BHC, as well as hourly fees from Olsson to perform the work as part of our on-call engineering contract. MHS estimates 1,414 hours required by a lead inspector (84% of estimated hours), at \$90/hour; BHC estimates 1,190 hours at \$140/hour (90% of estimated hours). MHS's total proposal

Public Works recommends MHS to perform the requested services.

**MHS Contract Agreement (1,680 Hours+Mileage+Testing): \$165,596.36**

**Alternatives:** Deny, Table

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds (220 - Special Highway Fund OR ARPA Funding)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** Not to Exceed \$165,596.36

**Additional Attachments:**

MHS Proposal

BHC Proposal

Hourly Contract Cost Comparison



# COUNTY OF LEAVENWORTH

PUBLIC WORKS DEPARTMENT

300 WALNUT, SUITE 007

LEAVENWORTH, KANSAS 66048

Lauren Anderson  
Engineering Superintendent



McAFEE  
HENDERSON  
SOLUTIONS

CIVIL ENGINEERING • LAND SURVEYING  
CONSTRUCTION ENGINEERING

309 JEFFERSON, Box 397  
OSKALOOSA, KANSAS 66066  
PHONE: 785.863.2647  
FAX: 785.863.2603

REQUEST FOR:

ENGINEER INSPECTION SERVICES

E-18 BRIDGE REPLACEMENT

January 27, 2022

Ms. Lauren Anderson  
Engineering Superintendent  
Leavenworth County Public Works  
300 Walnut, Suite 007  
Leavenworth, Kansas 66048

**RE: Engineer Inspection Services for E-18 Bridge Replacement  
Qualifications Packet and Fee Proposal**


Dear Ms. Anderson:

McAfee Henderson Solutions, Inc. (MHS) is pleased to submit our qualifications to perform Construction Engineering Services for the upcoming bridge replacement project on 231<sup>st</sup> Street over Dawson Creek. Our staff is proud of our service relationship with Leavenworth County; performing construction inspection on the E-58 Bridge over Stranger Creek in 2020, as well as numerous past Leavenworth County bridge improvement projects. Our goal is to continue to strengthen our construction engineering service relationship with you and your staff.

We understand the project is anticipated to begin approximately May 19, 2022, with 180 anticipated calendar days. We have included resumes for our project management and chief inspection staff for your consideration. Each staff member is duly qualified to perform the bridge and pavement inspection work and offer the added advantage of having served Leavenworth County on past projects.

All staff associated with the project work out of our Oskaloosa office, a short 21 miles from the project site. Our close proximity to the site coupled with our understanding of Leavenworth County's service expectations will provide the most economical and professional completion of services. The enclosed packet provides the information requested in the RFP including past project references for our staff. We welcome your contact with the listed references to inquire about our staffs' commitment to excellence in the Construction Engineering field. Thank you again for the opportunity to submit our qualifications and we look forward to your response.

Sincerely,



Joseph L. McAfee, PE, Principal  
McAfee Henderson Solutions, Inc.

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## PROJECT STAFFING

### Project Staffing

MHS proposes to use members of our construction engineering team that has completed services on multiple past Leavenworth County public improvement projects. Mr. Joe McAfee shall serve as Project Manager and will be the primary contact for the Leavenworth County Project Manager. The Chief Inspector for the project will be selected from the MHS Pool of Senior Inspectors consisting of Ron Weyer, Paul Weixelman, and Heath Norris. All three staff have extensive bridge inspection experience for Leavenworth County as well as surrounding Counties, Cities, and the Kansas Department of Transportation. Selection of the Chief Inspector will be schedule driven. Although we are presenting two standalone proposals for consideration of the E-18 and F-46 projects our thought process is that since the projects will be built at the same time that we may be able to add a cost-savings perspective to the County by having one staff member cover both projects. This is a similar approach that we have completed for other counties since the day-to-day pace of construction on bridge projects is routinely much slower than roadway projects. Regardless of the Chief Inspector staffing approach that Leavenworth County requests of MHS we have additional support staff that will be utilized for field inspection assistance as required during major construction phase events on the project.

Based on the proposed May 2, 2022 start date, and 180 Calendar Day construction schedule, the work will be completed October 31, 2022. Team members are available and committed to the project. Each of our team members have served on multiple Leavenworth County projects. Resume information for each team member is included on the following pages. Additionally, our proposal includes a roster of all current MHS inspection personnel and their respective KDOT CIT certifications.

The MHS project approach is to provide a Chief Inspector that will complete the daily inspection, documentation, and communications of the project to the County. Support staff will be utilized for all required on-site material testing and a significant amount of the required laboratory off-site testing. Specialized laboratory testing including soils proctors and concrete cylinder strength testing shall be completed by our sub-consultant, Terracon, Inc. Our staff has worked specifically with Terracon for the past 10 years. Fees associated with the project material testing are included in the Fee Estimate section of the proposal.



## Joseph McAfee, PE, CIT

*Project Manager / Chief Inspector*



**J**oseph McAfee began McAfee Henderson Solutions in 2000 and performs as a Principal for the Engineering Design and Construction Management divisions of the firm. His focus with the firm is on State Agency and Municipal clients that require engineering design and construction inspection services. Throughout his career he has provided project management on many types of public infrastructure improvement projects centered on Transportation, Bridge, Storm Drainage and Utility infrastructure. His work includes preliminary engineering studies, project budget analysis, value engineering, construction engineering, and maintenance management of municipal infrastructure.

A key technical strength that Joe brings to MHS inspection projects is his extensive background in KDOT, MoDOT, and KDHE construction inspection practices. Joe gained certification as a KDOT Construction Inspector in 1993 and has remained active in the construction inspection field managing inspection personnel for the past 29 years. His balanced experience in design and inspection will serve the project well in a QC management role.

*Representative projects include:*

**E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:** Principal and Project Manager responsible for construction inspection team for this 3-Span Precast Beam structure. Duties included progress meeting representation, monthly pay application authoring, SWPPP inspection reviews, staff management, and material testing oversight.

**KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS:** Principal and Project Manager overseeing inspection team documentation, materials testing, and administration of this \$10.8 million, 6.5 mile Interstate 35 improvement project. Project included milling, full depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulder. Project was recently audited by the FHWA with no significant findings.

**KDOT 70-89 KA-2107-01 I-70 Bridge Rehab & Pipe Jacking Improvements, Topeka, KS:** Principal in charge responsible for observation, material testing, and documentation associated with Pipe Bore/Jack of (2) 12' Diameter x 275' storm relief culverts crossing Interstate 70. Duties included daily monitoring of seismic detection system associated with Interstate 70 Surfacing and pipe jacking stress/strain monitoring system.

**KDOT Project 192-44 KA-0024-01 K-192 Highway Grading, Bridge and Surfacing Improvements, Jefferson County, KS:** Chief Inspector responsible for inspection, material testing, and CMS documentation of 120' haunch-slab bridge and highway improvements projects. Services were provided through MHS KDOT On-Call Contract.

**KDOT Project 52 U-1656-01 6<sup>th</sup> Street Grading, Bridge and Surfacing Improvements, Leavenworth, KS:** Principal in Charge directing staff on inspection, material testing, and CMS documentation for 120' haunch-slab bridge and Collector Street improvements.

### EDUCATION

B.S. in Civil Engineering  
Kansas State  
University – 1993

### REGISTRATIONS & CERTIFICATIONS

Kansas Professional Engineer(PE), #15158  
Arkansas PE, #9968  
Illinois PE, #062-053580  
Iowa PE, #15005  
Missouri PE, #E-30417  
Nebraska PE, #E-9624  
Oklahoma PE, #19435

KDOT Certified  
Construction Engineering  
Project Manager, #1033  
American Concrete  
Institute Certified  
Inspection Technician

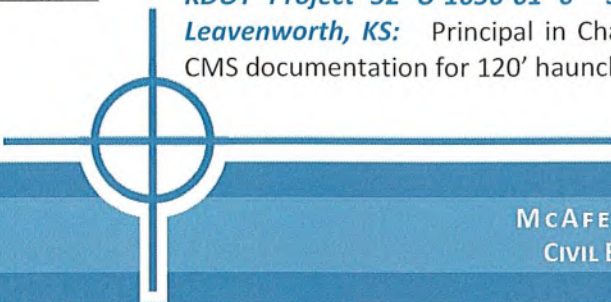
### EXPERIENCE

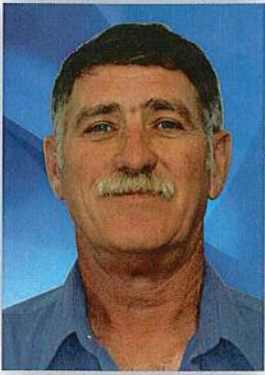
29 Years in Civil  
Engineering  
With Firm: 22 years  
With Others: 7 years

### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers  
American Public Works  
Association

[Joe.McAfee@mhs-eng.com](mailto:Joe.McAfee@mhs-eng.com)





## Paul Weixelman, CIT, ACI Chief Inspector



**P**aul Weixelman serves as a Chief Inspector on KDOT and Municipal projects for the firm. Mr. Weixelman has 32 years of experience in the Construction Inspection Field, serving as a Chief Inspector for the past 23 years. His project experience includes bridge, roadway, storm sewer, as well as extensive service in the sanitary and water utility fields. Mr. Weixelman's thorough understanding of overall project administration, vast field experience, and educational background provide an excellent overall representative for our clients. Representative Construction Engineering projects include:

### EDUCATION

B.S. Secondary Education,  
Kansas State University –  
1977

M.S. Secondary Education  
& Administration, Kansas  
State University - 1982

### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician  
ACI Concrete Field  
CMS Comprehensive  
Environmental Inspector  
& Manager  
Traffic Control Certified  
Troxler Radiation  
Operator

### EXPERIENCE

32 Years in Construction  
Observation Field

6 Years in Teaching  
Secondary Education

[Paul.weixelman@mhs-eng.com](mailto:Paul.weixelman@mhs-eng.com)

**E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:** Chief Inspector responsible for inspection, material testing, and documentation associated with this three-span precast beam bridge over Stranger Creek. Project included bridge structure improvements, storm sewer, grading, and surfacing improvements along with SWPPP inspections, signage, pavement marking, and seeding restoration of affected areas.

**KDOT 70-89 KA-2107-01 I-70 Bridge Rehab & Pipe Jacking Improvements, Topeka, KS:** Co-Lead Inspector responsible for observation, material testing, and documentation associated with Pipe Bore/Jack of (2) 12' Diameter x 275' storm relief culverts crossing Interstate 70. Duties included daily monitoring of seismic detection system associated with Interstate 70 Surfacing and pipe jacking stress/strain monitoring system.

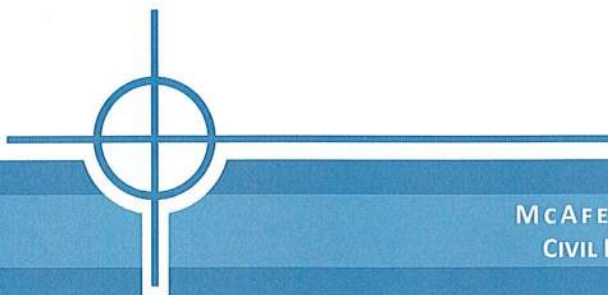
**KDOT K-18 Freeway Improvements, I-70 to Manhattan, KS:** Bridge Team Inspector responsible for observation, material testing, and KDOT CMS documentation associated with (2) 1,000' steel girder bridges, and a 240' pre-stressed girder bridge.

**KDOT Project 106 KA-3387, 3394, 3398 1R Statewide Mill & Overlay Improvements, District 1 KDOT:** Inspection team member responsible for inspection, material testing, and CMS documentation for 34-Mile HMA & UBAS asphalt surfacing improvements project.

**KDOT Project 44 C-4745-01 Box Bridge Improvements, Jefferson County, KS:** Chief Inspector responsible for inspection, material testing, and CMS documentation associated with 59' Triple Cell 12' x 12' Box Bridge structure and roadway improvements.

**KDOT 24-52 KA 2277, 2818, 2819-01 Grading & Surfacing Improvements, Basehor, KS:** Chief Inspector responsible for inspection, material testing, and documentation for this 1.0-mile Triple Intersection Corridor Management improvement project.

**KDOT 73-52 KA-3041-01 Grading, Surfacing, & Traffic Signal Improvements, Leavenworth, KS:** Chief Inspector responsible for inspection, material testing, and CMS documentation of this 0.3-mile multi-lane addition, geometric, new signalized intersection project.





## Ron Weyer, KDOT CIT, ACI

Chief Inspector



**R**on Weyer joined MHS in 2016 and has amassed 22 years of experience in the construction inspection and contract administration fields. Mr. Weyer's inspection experience is augmented by his twenty-two years of KDOT material lab testing Experience. In addition to being named Inspector of the Year for the Bonner Springs KDOT Construction Office in 2004, Mr. Weyer also holds the distinction of being selected as the District One Inspector of the Year for all of northeast Kansas that same year. His project role shall be Chief Inspector. Representative construction engineering projects include:

### AWARDS

KDOT District One  
Inspector of the Year.  
2004

### EDUCATION

Electronic Computer  
Programming Institute

### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician

American Concrete  
Institute Field Certified  
Technician

### EXPERIENCE

22 Years in Construction  
Observation Field  
22 Years in Material  
Testing and Plant  
Inspections  
With Firm: 6 years  
With Others: 38 years

[Ron.weyer@mhs-eng.com](mailto:Ron.weyer@mhs-eng.com)

**KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS:** Chief Inspector for construction inspection, on-site testing, and contract administration for all items associated with this \$10.8-million, 6.5 mile Interstate 35 improvement project. Project included milling, full depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulder.

**KDOT 635-105 K 6371-01 I-635 Grading, Surfacing, & Bridge Improvements, State Avenue to Missouri River, Kansas City, KS:** Chief Inspector supervising 7-member inspection staff for this \$72-million interstate improvement project. Responsible for inspection, on-site testing and contract administration for all road items associated with the project. Project included concrete pavement, temporary asphalt drive lanes, grading, subgrade modification, storm drainage, pavement markings, lighting, signing, traffic control, and SWPPP erosion control oversight.

**KDOT 635-105 K 4890-01 I-635 Grading, Surfacing, & Bridge Improvements, I-70 to I-635, Kansas City, Kansas City, KS:** Chief Inspector supervising 7-member inspection staff for this \$192-million interstate improvement project. Responsible for inspection, on-site testing and contract administration for all road items associated with the project. Project included concrete pavement, temporary asphalt drive lanes, grading, subgrade modification, storm drainage, pavement markings, lighting, signing, traffic control, and SWPPP erosion control oversight.

**KDOT 73-52 KA 3529-02 Reconstruction of US 73 Highway – Leavenworth, KS:** Chief Inspector responsible for construction inspection, on-site testing, and contract administration for a \$4.3 million corridor project. Project included concrete pavement, curb and gutter, and sidewalks along a 1.9-mile, 4-lane urban section of roadway. Pedestrian ramps were upgraded to meet ADA standards and a 9,000-square yard section was paved with precast concrete pavement as a KDOT demonstration project.

**KDOT 7-46 KA 3408-01 Pavement Replacement on K-7 at I-35 – Olathe, Kansas**  
Chief Inspector responsible for inspection, material testing, and contract administration for this 0.3-mile, 8-lane paving improvement of K-7 Highway. The project also included patching on two interstate ramps, and bridge expansion joint replacement.



## Heath Norris, CIT, ACI Chief Inspector



**H**eath Norris serves as a Chief Inspector on KDOT and Municipal projects. Heath has served as an inspector on multiple diverse construction and transportation projects. He is responsible for specialized soils testing, compaction testing, and also serves as the firm's main concrete strength testing technician. Mr. Norris also has a substantial background in project surveying that provides an excellent project resource in review of Contractor Construction Staking.

*Representative Construction Engineering projects include:*

***KDOT 35-46 KA-5126-01 PCCP Pavement Patching, Milling, and Overlay, 135<sup>th</sup> ST to 95<sup>th</sup> ST, Johnson County, KS***

Project Inspector assisting with construction inspection, on-site testing and contract administration for all items associated with this \$10.8 million, 6.5 mile Interstate improvement project. Project included full-depth concrete pavement patching, HMA pavement overlay, and permanent striping of mainline lanes and shoulders.

***KDOT Project 24-52 2277-01 Grading, Surfacing, & Utility Improvements, Basehor, KS:***

Project Inspector assisting with inspection, materials testing, and documentation of grading, fly-ash base stabilization, and aggregate base construction on this Corridor Management project.

***KDOT Project 52 C-4611-01 Bridge Replacement, Easton, KS:*** Chief Inspector responsible for inspection, material testing, and CMS documentation for this 53 LF bridge replacement over Little Stranger Creek.

***KDOT Project 106 KA-3579, 4324-01 ADA Ramp Improvements, Statewide, KS:*** Project Inspector assisting with preliminary survey field data collection and on-site preliminary design of ADA Sidewalk improvements at 245 locations throughout Kansas.

***KDOT Project 3 C-4871-01 Bridge Replacement, Atchison County, KS:*** Project Inspector assisting with pile driving, materials testing, and SWPPP inspections, and documentation for this 123 LF reinforced concrete haunch slab bridge.

***E-58 Bridge on Millwood Road over Stranger Creek, Leavenworth County, KS:*** Project Support Inspector assisting with inspection and field material testing during concrete pours and HMA Commercial asphalt paving operations.

***KDOT Project 44 C-4824-02/03/04 Emergency Bridge Embankment Repair Improvements, Jefferson County, KS:*** Chief Inspector responsible for inspection, materials testing, and CMS documentation for 3 bridge sites damaged by storm flooding events. Project included bridge abutment berm reconstruction, riprap armoring, RCB Box Bridge wingwall and guardrail reconstruction, and seeding improvements.

### EDUCATION

Kaw Area Technical  
School – CAD Drafting  
Certification – 1998

### CERTIFICATIONS

KDOT CIT Certified  
Inspection Technician

ACI Concrete Strength  
Environmental Inspector  
Profilograph Certified  
Soils Field  
QC/QA Asphalt &  
Concrete Certified  
Environmental Inspector  
Traffic Control Certified  
Troxler Radiation  
Operator

### EXPERIENCE

9 Years in Construction  
Observation Field  
4 Years in Field Surveying

With Firm: 13 years  
With Others: 0 years

[Heath.Norris@mhs-eng.com](mailto:Heath.Norris@mhs-eng.com)







## PROJECT UNDERSTANDING & OFFICE LOCATION

### Project Understanding

Based on the plans and our previous experience we have grouped the project into six major controlling items of work:

- Removal of Structures/Work Zone Clearing & Grubbing
- Pile Driving and Foundation Support Excavation
- Bridge Construction
- Slope Protection
- Roadway Base & Approach Slab Construction
- Guardrail Installation & Surfacing

Based on our review of the current plan set, we have identified items of special consideration for the project.

Similar with all county bridge projects, the project corridor will be closed during construction with the Contractor maintaining local access. There appears to be one agriculture entrance on the west side of the project, within the construction zone. One residential drives exist within the construction zone on the west side of the project. Inspection personnel will provide intermediate checks on the detour signage throughout the project to verify signs remain in work order.

Structure Removal & Work Zone Clearing: The initial controlling item of work will be removal of the existing bridge (following review and approval of a Category A demolition plan) along with clearing and grubbing of the work zone. While it is not anticipated, our inspector will work with the County staff to determine if any part of the structure is to be retained by the County; and if so; where transport is to occur. Once the structure is removed, we shall verify that all of the existing structure and adjacent pipe are removed to the limits shown on the plans.

A vital requirement during the clearing and grubbing phase will be the protection of existing utilities. Inspection staff will communicate with utility owners to confirm that errant damage is not experienced by owners.

Steel Pile Driving and Abutment Wall Construction: Once the work zone is cleared of all existing structures and trees, the contractor will perform rough grading of the roadway and bridge support areas. This is always a critical phase for the project inspector because the material directly below the bridge supports may differ from the geotechnical borings. All structural supports are founded on steel H piles. Our inspection team is well versed in performing the necessary pile driving calculations and inspection required to determine that proper bearing pressure is achieved for each pile. Our inspection team also has experience encountering obstructions while driving pile. If there are any substructure challenges discovered, we will be ready to provide real-time communications with the Engineer to collaborate a workable solution to keep the contractor moving and avoid costly claims or delays.

Bridge Construction: The concrete construction of the bridge will consist of structure forming, steel placement, and concrete placement for each section of the bridge. We anticipate a total of up to 7 concrete pours to construct the piers, super structure, corral rail, and approaches. During each of the pours we will have the Chief Inspector and Support Inspector on-site working as a team to complete the necessary inspection and material testing. While it is not required for this project,

we can utilize an additional member of our engineering staff in the concrete batch plant if concrete tests fail to meet acceptable criteria and as directed by the County to ensure batching operations meet KDOT specifications for a quality product. Key aspects of each concrete pour will consist of form checks to line and grade, reinforcing steel type & placement location checks along with adequate clearances and sufficient number of ties, concrete placement inspection, and proper curing and weather protection. Each member of our inspection team will perform the same role during the process as they have on past projects. The concrete placement process obviously represents the highest cost item of work and our staff is trained to treat the procedure with the highest importance. Other critical items of work associated with the bridge construction will be inspection and erecting the steel beams and diaphragms. The Chief Inspector will be heavily involved through this stage to see that the lifting plan and sequence are followed. After the beams and diaphragms are erected and the deck steel installed, the cast-in-place concrete deck placement will be the next major activity. Prior to deck placement, our inspectors will perform a dry-run with the contractor to make sure the screed set up will meet plan concrete depth requirements. The approaches will likely be poured one at a time following subgrade verification by the inspector. Corral rails will also likely be completed one side at a time after the deck and approach slab have fully cured so the concrete trucks can drive directly up onto the deck.

Slope Protection: Slope protection shall be placed to wrap the slopes at each abutment of the new bridge. Our inspector will verify that all preliminary grading is completed in each area and that all existing rock is removed prior to placement of the new slope protection rip rap. The inspector shall ensure that all protection rock is keyed into the grade according to the plans particularly at the toe of slope which is below the Ordinary High-Water elevation. One important requirement of the inspector for this portion of work will be to investigate the source of the rip rap material and its long-term suitability for placement. Many contractors have begun producing rip rap with their own personnel to save material cost on projects. Based on our experience, some of this rock does not come from suitable ledges and thus does not hold up more than a few years through freeze-thaw cycles. Our inspector will consult with KDOT and inspect rip rap ledge sources with County personnel if necessary to be confident that the material meets the required specification.

Roadway/Approach Slab Construction: Once all work is completed on the bridge and off-road areas the contractor will work to achieve final grade on the roadbed as well as through the ditch cuts. Our inspector will confirm that the final subgrade meets compaction and moisture specifications. This is an important step in accepting the subgrade since any fill height adjacent to the bridge approach can result in future settlement if not brought to proper compaction and moisture content. Also critical to the future integrity of the approach slabs is the installation of the abutment strip drains. Our staff is fully experienced in installation and compaction requirements for the abutment strip drains.

Once the final subgrade and aggregate base has been verified by the inspector, the contractor will place each approach slab and prepare for guard rail installation. The construction of each approach slab will require inspection and material testing similar with previous structure pours with the exception that a secondary field inspector is typically not required.

Guardrail Installation & Pavements: The final construction items for the project will consist of guardrail installation, asphalt base and surfacing followed by fine grading and seeding of the roadside. The Chief Inspector shall verify all construction layout of the guardrail system and perform the necessary nuclear density rolling procedures for each lift of asphalt pavement placement. Once this work is completed a final inspection walkthrough will be scheduled with County staff and the contractor. Provided all punchlist items have been addressed by the

contractor, the corridor will be opened to traffic and the final documentation phase of the project will begin.

Through each of the six major controlling items of work stages in the project the MHS project manager shall ensure that all levels of inspection staffing are adequate and that all material testing requirements for the project are completed according to KDOT requirements. Additional project specific items that our site visit identified are listed below along with our approach to ensuring that they do not become issues during the construction phase of the project.

Communications: Our staff prides itself on keeping the Client informed. In short, as a County Government, you have funded the design, you have funded the construction, and we place a high priority on the follow-through that guarantees a successful project. Our staff will provide weekly updates throughout the project. Bi-Weekly Progress meetings can be scheduled at the County's request to further the level of communications.

### Office Location and Familiarity with the Area

Construction inspection and project management staff assigned to the Dawson Creek Bridge project operate out of our office located in Oskaloosa, Kansas. Our office is located just 21 miles from the project site. Locations that our staff is expected to travel to other than the jobsite include the Leavenworth County Public Works office. Each of these sites is within a short 30-minute drive from our office. Detailed mileage reimbursement calculations are shown on the project cost sheet in the following pages.

In terms of familiarity with the project site, I believe that our firm can offer a level of familiarity that is un-rivaled by our competition other than possibly the bridge design engineering firm. Our staff is extremely familiar with Leavenworth County. Our inspection team has performed for Leavenworth County Public Works staff on some of their most significant projects over the past few years. Recent projects include:

- E-58 Bridge Replacement on Millwood Road over Stranger Creek
- 147<sup>th</sup> Street Improvements, Fairmount to Parallel Roads
- Eisenhower Road Improvements, Route 5 to 155<sup>th</sup> Street

In addition to these projects, our staff has completed numerous similar bridge projects for Leavenworth County over the past 5 years as well as surrounding counties via KDOT funding programs. Please see the attached Representative Projects sheet for similar projects as well as the MHS References sheet for contact information of the Owner representatives of those projects.

# MHS References

Please contact each of our valued Clients listed below to learn more about the MHS commitment to excellence displayed on past Construction Engineering projects.

## **Tony Menke, PE**

Bureau Chief  
KDOT Bureau of Construction & Materials  
6<sup>th</sup> Floor ESOB, 700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-3576

## **Amy Pope, PE**

Field Engineering Administrator  
KDOT, District 1 – Bonner Springs  
650 North K-7 Highway  
Bonner Springs, KS 66012-1736  
(913) 721-2754

## **Nathan Jeffries, PE**

Field Engineering Administrator  
Olathe Construction Office  
1290 S. Enterprise  
Olathe, KS 66061-5355  
(913) 764-0987

## **Bill Noll, PLS**

Public Works Director  
Leavenworth County, Kansas  
300 Walnut, Suite 007  
Leavenworth, KS 66048  
(913) 684-0470

## **Thomas Dow, PE**

Senior Engineer – US Army  
Fort Leavenworth Public Works  
440 McPherson Avenue  
Fort Leavenworth, KS 66027  
(913) 684-5646

## **Gene Myracle, Jr.**

Public Works Director  
City of Basehor, KS  
2300 N. 158<sup>th</sup> Street  
Basehor, KS 66007  
(913) 724-2000

## **Burt Morey, PE**

Deputy Secretary of Transportation  
State Transportation Engineer  
700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-3285

## **Blair Heptig, PE**

Field Engineer  
KDOT Bureau of Construction & Materials  
6<sup>th</sup> Floor ESOB, 700 SW Harrison  
Topeka, KS 66603-3745  
(785) 296-7138

## **Joe Snyder, Superintendent**

Atchison County Road & Bridge  
Atchison County Courthouse  
1801 Main  
Atchison, KS 66002  
(913) 804-6120

## **Michelle Anschutz, PE**

Field Engineering Administrator  
KDOT, District 1 – Topeka  
101 Gage Boulevard  
Topeka, KS 66602-2021  
(785) 296-3986

## **Brian Faust, PE**

Director of Public Works  
City of Leavenworth, Kansas  
100 N. 5<sup>th</sup> Street  
Leavenworth, KS 66048  
(913) 684-0375

## **Darren Petrowski**

Field Engineering Administrator  
Independence Construction Office  
3097 West Main  
Independence, KS 67301  
(620) 577-7310

# REPRESENTATIVE BRIDGE INSPECTION PROJECTS

MHS Construction Engineering



## **KDOT 052-C-0327-01 Basehor, KS Leavenworth County – KDOT District 1, Bonner Springs Office:**

This City of Basehor bridge replacement project was required to replace an existing narrow steel truss bridge over Hog Creek on 178<sup>th</sup> Street in Leavenworth County. Key elements of the project included the re-alignment of the roadway and bridge location, raised elevation of the bridge to remove from the flood plain, pile bent abutments, spread footing pier walls, bank stabilization, storm water drainage structures, subgrade modification, and the reconstruction of the gravel county road. This project was administered by KDOT District 1 Bonner Springs office. MHS provided Resident on-site inspection & materials testing, as well as KDOT CMS documentation by Mr. Norris.

*Client: KDOT District 1, Area 3 Construction Office - Bonner Springs, Kansas*

*Contact: Amy Pope, PE*

*Phone: 913.721.2960*

*Construction Cost: \$464,200*



## **KDOT 192-44 KA-0024-01 Winchester, KS Jefferson County – KDOT District 1, Gage Office:**

This Jefferson County Bridge replacement project was required to replace a deteriorating haunch slab bridge over Indian Creek on Highway K-192. The replacement bridge was a 123 LF, 3 span haunch slab with corral rails, pile bent abutments, and pile bent pier walls. Key elements of this bridge replacement project included the profile change of the roadway and bridge location, bridge approach replacement, bank stabilization, asphalt pavement, and the widening of the cut areas into the right of way back slopes. The project was administered by KDOT District 1 Gage office. MHS provided Resident on-site inspection as well as all required KDOT materials testing and documentation completed by Mr. Weixelman.

*Client: Jefferson County Public Works, Kansas*

*Contact: Bill Noll, PLS*

*Phone: 785.863.2211*

*Construction Cost: \$772,050*



## **E-58 Bridge Replacement, Millwood Road over Stranger Creek – Leavenworth County Public Works, Leavenworth, KS**

MHS provided resident inspection for this Three Span (60'-80'-60') structure northeast of Easton, KS. Structural elements included steel piling supported abutments, spread footing supported central piers, and pre-stressed beam supported superstructure. Project included slope stabilization rip rap, guardrail, abutment backwall protection system, HMA and aggregate pavements, and SWPPP erosion control inspections. This 203-calendar day project inspection team consisted of Paul Weixelman-Chief, and Heath Norris-Support managed by Joe McAfee, Project Manager.

*Client: Leavenworth County Public Works - Leavenworth, Kansas*

*Contact: Bill Noll & Lauren Anderson*

*Phone: 913.684.0470*

*Construction Cost: \$1,238,390*



# REPRESENTATIVE CONSTRUCTION ENGINEERING PROJECTS

Northeast Kansas Regional



## **KDOT 3 C-4871-01 Bridge Replacement – Atchison County, KS:**

MHS staff provided construction inspection services for the removal of an existing 80' Span Steel Truss and 2-16' Timber Stringer approach spans and replacement with a three span skewed reinforced concrete haunch slab bridge totaling 123 feet long. Piers and abutments were founded on driven piling with a cast-in-place concrete deck and corral rail. Project included full inspection, testing, documentation, and administration for all project traffic control, materials, environmental (SWPPP) inspections, pile driving, slope stabilization, guardrail, embankment, and grading. Mr. Norris provided support inspection on this project with Mr. McAfee as the Project Manager.

*Client: KDOT District 1, Area 1 Construction Office – Horton, Kansas*

*Contact: Chris Rottinghaus*

*Phone: 785.486.2142*

*Construction Cost: \$444,000*



## **KDOT 52 C-4597-01 High Prairie Road Bridge, KS Leavenworth County -**

### **KDOT District 1, Bonner Springs:**

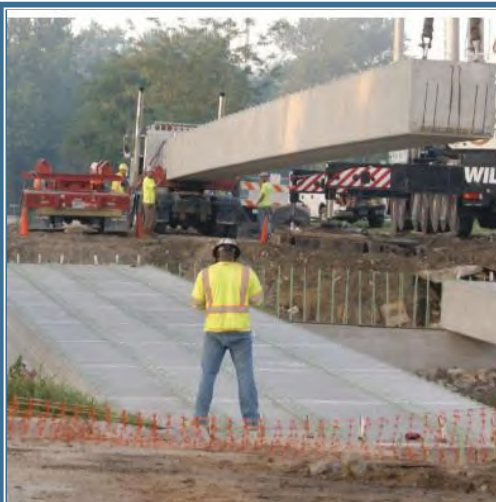
MHS provided Resident on site inspection, materials testing, and KDOT CMS documentation for this bridge replacement project over Little Stranger Creek. Key elements of this improvement project included the widening of the existing 2 lane roadway as well as replacing an existing steel girder bridge and stone abutments with a 3-span 100 LF haunch slab span bridge. The project included abutment h-pile driving, encased pile piers, bridge backwall protection system, new CMP drainage, guardrail, and almost 600 cubic yards of slope protection rip rap wrapping the slopes around the abutments.

*Client: KDOT District 1, Area 3 Construction Office - Bonner Springs, Kansas*

*Contact: Amy Pope, PE*

*Phone: 913.721.2960*

*Construction Cost: \$609,859*



## **2<sup>nd</sup> Street Bridge over 3 Mile Creek Leavenworth, KS Leavenworth County -**

### **City of Leavenworth:**

MHS staff (*with a previous consulting firm*) provided representative on-site inspection, contractor QA materials testing and project management for this bridge replacement project. This improvement project involved the demo of the existing historic arch bridge on 2nd Street over 3 Mile Creek and over a walking trail near downtown Leavenworth. Bridge construction highlights included concrete encased driven h-pile abutments, 12-120LF precast concrete box beams, relocating a 12" water main and 6" gas main through the box beams, and cast-in-place concrete deck, sidewalk and corral rail.

*Client: City of Leavenworth Public Works – Leavenworth, Kansas*

*Contact: Michael McDonald, PE*

*Phone: 913.684.0375*

*Construction Cost: \$1,547,523*



**FEE ESTIMATE  
SUPPORTING DATA SHEETS  
For  
CONSTRUCTION ENGINEERING (INSPECTION) SERVICES**

**Project No.** Leavenworth County Public Works E-18 Bridge Replacement  
County of Leavenworth, Kansas:

**CE Fee**

- Parameters:**
- (a) Estimated Contractor's Notice to Proceed Date - May 2, 2022
  - (b) 180 Calendar Days - Estimated 26 calendar week construction phase
  - (c) Full-time Resident Inspection, Support Inspector during major work items.
  - (d) KDOT standard on-site material tests shall be completed by MHS Testing Technician. Laborator shall be completed by MHS Testing Technician and Terracon. Soils Proctor testing shall be completed by MHS. Granular Base Proctor shall be supplied by Contractor.
  - (e) Concrete/Asphalt Plant inspection not included, nor requested.
  - (f) Project mileage shall include portal to portal trips from MHS Oskaloosa, KS office location.

**Personnel:** Project Manager: Joe McAfee, PE, CIT #1033  
 Potential Chief Inspectors: Joe McAfee CIT#1033, Ron Weyer CIT#4561,  
 Heath Norris, CIT #4396, Paul Weixelman CIT#489  
 Potential Support Inspectors: Kevin Schafer, CIT#5633, Vicki McAfee, CIT#4452  
 Potential Testing Technician: Kevin Schafer, CIT#5633, Vicki McAfee, CIT#4452

**A. PRE-CONSTRUCTION PHASE** - Includes Pre-Construction, Inspection, and County meetings, Diary and Pay Template Book setup.

CONSULTANT STAFF	TITLE	HOURS
Joe McAfee	Project Manager	15
Schedule Driven	Chief Inspector	40

**A.1 PRE-CONSTRUCTION SITE IMPROVEMENT ANALYSIS REPORT** - Includes Site Visit, Engineering Analysis, Final Report.

CONSULTANT STAFF	TITLE	HOURS
Joe McAfee, PE	Project Manager	32
Kevin Schafer	Support Technician	13



**B. CONSTRUCTION PHASE** - Includes Professional Staff Hours for Full-Time Construction Inspection.

<b>Project Manager</b> – Joe McAfee, Professional Labor Hours - 3 hours per week designated for management of staff, resolution of field issues, coordination with Engineer of Record, and responding to County questions.					
Month	Work Weeks (Mon-Fri)	Hours per Week	Saturdays Worked	Regular Hours	Overtime Hours
May	4.5	3	0	13.5	0
June	4	3	0	12	0
July	4	3	0	12	0
August	4.5	3	0	13.5	0
September	4.5	3	0	13.5	0
October	4.5	3	0	13.5	0
<b>Phase Totals</b>	<b>26</b>	<b>N/A</b>	<b>0</b>	<b>78</b>	<b>0</b>

<b>Chief Inspector</b> – Schedule Driven Staff, Professional Labor Hours for full-time inspection, documentation, and project representative.					
Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
May	21	10.5	0	220.5	0
June	22	10.5	0	231	0
July	20	10.5	0	210	0
August	21	10.5	0	220.5	0
September	21	10.5	0	220.5	0
October	22	10.5	0	231	0
<b>Phase Totals</b>	<b>127</b>	<b>N/A</b>	<b>0</b>	<b>1,334</b>	<b>0</b>

<b>Support Inspector &amp; Material Testing</b> – Kevin Schafer/Vicki McAfee, Professional Labor Hours - Support Inspector for Concrete Pours, HMA Construction. Material Testing Technician for On-Site Concrete, Soils, Aggregate Testing hours excluding Test Fees.					
Month	Working Days (Mon-Fri)	Hours per Day	Saturdays Worked	Regular Hours	Overtime Hours
May	4	6	0	24	0
June	4	6	0	24	0
July	4	6	0	24	0
August	3	6	0	18	0
September	3	6	0	18	0
October	2	6	0	12	0
<b>Phase Totals</b>	<b>20</b>	<b>N/A</b>	<b>0</b>	<b>120</b>	<b>0</b>

**C. POST CONSTRUCTION-FINAL DOCUMENTATION PHASE** - Includes production of As-Built Plans, Spreadsheet Calculations for Final Pay Quantities, Change Order production and documentation.

CONSULTANT STAFF	TITLE	HOURS
Joe McAfee	Project Manager	8
Paul Weixelman	Chief Inspector	40

**D. REIMBURSABLE PROJECT DIRECT EXPENSES**

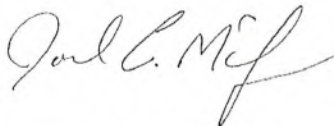
DESCRIPTION	UNIT	QUANTITY	UNIT COST	UNIT
<b>Chief Inspector Project Mileage</b> - Daily Inspection from office to site. Total: (127 trips @ 42 miles RT) + (5 trips @ 60 miles RT to Leavenworth County Office).	Mile	5,634	\$0.58	3,267.72
<b>Project Manager and Secondary Field Inspector Project Mileage</b> - 46 jobsite visits during project, 3 jobsite trips for pre and post construction meetings. Total: (49 trips @ 42 miles RT).	Mile	2,058	\$0.58	1,193.64
<b>KDOT Material Testing Fee</b> - See Attached Testing Requirements Worksheet for Breakdown of required tests and applicable fees.	Lump Sum	1	\$7,320.00	7,320.00
<b>Direct Project Expense Total</b>				<b>\$11,781.36</b>

**E. TOTAL CONSTRUCTION ENGINEERING ESTIMATE**

<b>Contract Phase</b>	<b>Project Duty</b>	<b>Employee</b>	<b>Hours</b>	<b>Professional Labor Rate</b>	<b>Extension</b>
Pre Construction (Includes A & A.1 Services)	Project Manager	Joe McAfee	47	\$ 125.00	5,875.00
	Chief Inspector	Schedule Driven	40	\$ 90.00	3,600.00
	Support Technician	Kevin Schafer	13	\$ 75.00	975.00
Construction	Project Manager	Joe McAfee	78	\$ 125.00	9,750.00
	Chief Inspector	Schedule Driven	1,334	\$ 90.00	120,015.00
	Support Inspector / Testing Tech	Schedule Driven	120	\$ 75.00	9,000.00
Post Construction	Project Manager	Joe McAfee	8	\$ 125.00	1,000.00
	Chief Inspector	Schedule Driven	40	\$ 90.00	3,600.00
Total Professional Hours Fee					153,815.00
Direct Expenses					11,781.36
<b>Total Construction Engineering Fee</b>					<b>165,596.36</b>

This completes our project summary of professional hours and direct expenses. If you have any questions regarding the listed hours please do not hesitate to contact me. We look forward to assisting you with the successful completion of this County of Leavenworth Project.

Respectfully Submitted,



Joseph L. McAfee, President  
McAfee Henderson Solutions, Inc.

## Material Testing Requirements & Fee - E-18 Bridge Replacement

Test Description	Location	KT Identification	Quantity	Unit Cost	Extension
<b>Soils</b>					
Field Density and Moisture Testing of In-Place Compacted Soils					
<i>Mainline (1 per 1,000' per lift)</i>	Mainline	KT-11, KT-13	7	35.00	245.00
<i>Side Roads, Driveways, Structures</i>	Sideroads & Driveways		6	35.00	210.00
Soils Proctor with Atterberg Limits (Excludes Contractor Furnish)	Required Lab Fee	ASTM D4328	1	350.00	350.00
<b>Aggregate Base</b>					
Field Density and Moisture Testing of In-Place Compacted Base					
<i>Gradation Test</i>	Project	KT-2	2	265.00	265.00
<i>Mainline (1 per 1,000' per lift)</i>	Mainline	KT-11, KT-13	4	35.00	140.00
<i>Side Roads (1 per segment per lift)</i>	Sideroads & Driveways		2	35.00	70.00
AB-3 Granular Base Proctor (Supplied by Contractor Supplier)	Project	ASTM D4328	0	350.00	0.00
<b>Asphalt Concrete HMA Base &amp; Surface (Non QC/QA Requirements)</b>					
HMA Commercial Grade Gradation Test	Project	KT-2	2	300.00	600.00
Rolling Procedure for Density (Nuclear)	HMA Base & Surface	KT-32	2	40.00	80.00
<b>Portland Concrete for Bridge &amp; Approach Sections</b>					
Concrete Field Testing - Temperature, Slump, Unit Weight, Air Content	All Segments	KT-17,18,20,21	11	80.00	880.00
Concrete Field Testing - Strength Cylinder Preparation (Sets of 4) (Includes round trip transportation to testing laboratory)	All Segments	KT-22	6	160.00	960.00
Cylinder Strength Laboratory Compression Testing (Sets of 4)	All Segments	ASTM C39	6	300.00	1,800.00
<b>Material Testing Consultant Project Fees</b>					
Project Manager Oversight		Hours	9	125.00	1,125.00
Technician Standby and Port-to-Port Time		Hours	7	40.00	280.00
Equipment Vehicle Charge		Trips	7	45.00	315.00
<b>Total Material Testing Fee:</b>					<b>\$7,320.00</b>

# MCAFEE HENDERSON SOLUTIONS

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309 JEFFERSON, Box 397  
OSKALOOSA, KANSAS 66066  
PHONE: 785.863.2647  
FAX: 785.863.2603

## Visionary Service Reliable Solutions

Providing each Client with the level of service that you demand as a Client of others

Providing economical design solutions that meet the specified design criteria

Providing honest and ethical service to our Clients and Community at all times

Projected Hours per Phase		MHS Proposed Hours
Pre-Con Phase	Project Manager	15
	Chief Inspector	40
Pre-Con Report	Director	0
	Project Manager	32
	Support Technician	13
Construction Phase	Project Manager	78
	Chief Inspector	1334
	Support Inspector & Material Testing	120
Post Construction	Project Manager	8
	Chief Inspector	40

Professional Contract Services Costs (No Direct Costs Included) - MHS Hour		
	Total Hours	MHS
Project Manager	133	\$ 125.00
Chief Inspector	1414	\$ 90.00
Support Technician	133	\$ 75.00
Professional Hours Fees	1680	\$ 153,860.00

Professional Contract Services Costs (No Direct Costs Included) - BHC Hour		
	Total Hours	Olsson
Director	2	\$ 140.00
Project Manager	127	\$ 140.00
Chief Inspector	1190	\$ 110.00
Professional Hours Fees	1319	\$ 148,960.00

BHC Proposed Hours	
	10
	40
	2
	4
	103
	1070
	10
	80

rs	
Olsson	
\$	140.00
\$	110.00
\$	65.00
\$	182,805.00

84%

rs	
BHC	
\$	215.00
\$	160.00
\$	140.00
\$	187,350.00

90%

# Leavenworth County Request for Board Action

**Date:** February 23, 2022

**To:** Board of County Commissioners

**From:** Connie Harmon, Director of Council on Aging

**Additional Reviews as needed:**

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

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**Action Requested:**

Approval for the *Council on Aging* to enter a contract with Accessible Solutions, Inc. for cloud-based client software.

**Recommendation:** Approval

**Background:** Currently five of six departments at the Council on Aging utilize, in full or in part, disparate, paper-based systems for maintaining essential client information and tracking services received. Although once very effective, given the size of the current client base and number of services/programs offered, this practice is now labor intensive, results in duplicative work between departments and does not offer one, comprehensive view of the client. Also, these paper-based systems pose a risk to the agency/County should there be an emergency, such as fire or flood, which causes damage to or destroys these critical records.

**Analysis:** Over the past several months, Council on Aging staff has researched a number of different software options, and *ServTracker*, available through **Accessible Solutions**, proved to be the most cost advantageous while meeting the unique needs of each of the agency's departments. As a monthly subscription per user, *ServTracker* is a cloud-based software that provides the opportunity for the agency to have a single, comprehensive view of all programs/services each client receives and allows opportunities for increased staff efficiency.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:**

\$6,880.00 deposit for FY 2022

**Additional Attachments:** Accessible Solutions, Inc. contract JP000946v4



**Accessible Solutions Inc.**  
840 North Cocoa Blvd., Suite D  
Cocoa, FL 32922  
(321) 454-6944  
www.accessiblesolutions.com



**accessible**  
SOLUTIONS

## Leavenworth County Council on Aging ServTracker® Contract

Quote # JP000946 Version 5

Prepared for:  
Leavenworth County Council on Aging

Prepared by:  
Jordan Phillips

## GENERAL TERMS AND CONDITIONS

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### ACCESSIBLE SOLUTIONS, INC.

The Terms and Conditions of this contract shall prevail notwithstanding any variations from the Terms and Conditions of any past or present order by the Licensee for software licensing maintenance services and may not be changed or terminated orally. No terms, conditions, deletions, modifications, or other understandings, oral or written, in any way purporting to vary these terms and conditions, whether contained in Licensee forms or elsewhere, shall be binding upon ASI unless approved in writing and signed by ASI.

Each section, part, term, and provision of this contract shall be considered severable and if, for any reason, any section, part, term, or provision herein is determined to be invalid, contrary to, or in conflict with any existing or future law or regulation of a court of agency having valid jurisdiction, such shall not impair the operation nor affect the remaining portions, sections, parts, terms, or provisions of this contract, and the latter will continue to be given full force and effect and bind the parties hereto, and said invalid section, part, term or provision shall be deemed not to be a part of this contract.

1. **TERM:** This contract is effective from the Commencement Date and shall continue for an initial term of one year. The Commencement Date is defined as the point in time when all parties have signed this agreement and ASI has received the deposit as specified herein. To assure continuity of service, this contract will be renewed automatically on a month-to-month basis at the appropriate rate for the next period.

Rates will be reviewed on an annual basis with rate increases not to exceed 5%. ASI may change the prices or other terms and conditions provided hereunder after the expiration of a sixty (60) day written notice is sent to the Licensee at the conclusion of the initial annual contract term or anytime thereafter. All charges are exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future.

2. **SECURITY INTEREST:** The Licensee grants to ASI, and ASI retains, a security interest in all software. ASI may file any order resulting from this quotation as a financial statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, ASI shall have the right to terminate the access to your account. The Licensee agrees to pay ASI reasonable attorney fees and legal expenses of collection and that the same are secured by the security interest granted herein.
3. **LIMITATION OF WARRANTY AND REMEDIES:** The warranty shall be in effect for the full term of the license contract. All warranty periods are from the contract effective date. Warranty service is available during normal ASI working hours, generally Monday through Friday from 8am to 6pm ET. Services not covered by ASI's maintenance and support will be invoiced at the prevailing ASI labor rates. ASI shall not perform or invoice Licensee for such additional services without Licensee's prior written approval.

ASI shall not be liable for any indirect, incidental, economic, or consequential loss or damage to the licensee or use of the software arising out of the failure of the product to operate, non-performance or delay in performance of the terms and conditions herein, where such non-performance or delay is due to acts of nature, wars, riots, or any unforeseen event beyond its control.

ASI warrants that the software and all modifications and customizations to the software made pursuant to this Agreement will be free from defects and will operate and perform as described in the published specifications, and that the software does not infringe upon the intellectual property rights of any other third party. ASI warrants that it is the owner of the Software or otherwise has the right and authority to license the Software as set forth in this Agreement. ASI will indemnify and hold Licensee, its officers, employees, and agents harmless from and against all such infringement claims, losses, suits and damages. This warranty is effective only if the Licensee is in good standing with the payment of all licensing fees.

Except for the express warranties stated in this contract, ASI disclaims all warranties, expressed implied, including statutory warranties and including all implied warranties or merchantability and for a particular purpose and for workmanlike service.

4. **AS-IS SOFTWARE:** The Licensee hereby acknowledges that the software system covered by this contract is a Commercial Off The Shelf (COTS) package and therefore its functionality is limited to what has been presented prior to the execution of this contract. The software presented is a subset of the total base functionality of the system. However, any forms, reports, data, or other functionality outside of what has been presented, or of the base system, is not included nor implied unless specifically defined in this contract.
5. **LIMITATION OF LIABILITY:** Licensee and ASI acknowledge and agree that the license price has been negotiated in consideration of their agreement to limit certain liabilities of ASI. Accordingly, in no event is ASI liable for any special, consequential, economic, indirect or incidental damages, however caused; including but not limited to loss of profits, business or property; resulting loss of data, loss of use of the products or loss of products, even if advised of the possibility of such damage. This limitation of liability applies regardless of the form of action, whether in contract or tort, including negligence.

Also, ASI shall not be liable for any breach caused by a *Force Majeure* Event as defined in the Terms and Conditions of this contract. In no event shall ASI be liable for any breach for which Licensee or anyone in the employ or contract with Licensee (other than ASI) or in reasonable control or prevention of Licensee is a contributing cause. Accordingly, in the case of potential liability for breach of security resulting in Licensee's data being compromised, clear and convincing evidence must be produced that the data was stolen directly from the servers of ASI by a third party unrelated in any respect to the Licensee or the agents, vendors, or those with any direct relationship with Licensee. In any case, the total liability of ASI for damages arising out of or in connection with the breach in identity of Licensee's clients shall be limited to ***the limits of professional liability insurance carried by ASI or in the absence of such insurance, liability shall be limited*** to the lesser of \$10,000 or the total of the fees (excluding expenses) due ASI under the contract.

6. **FORCE MAJEURE:** ASI may suspend its performance in accordance with this contract in the event of a *Force Majeure* Event. If a *Force Majeure* Event prevents ASI from effecting a cure of a breach existing on the date of the occurrence of the *Force Majeure* Event, the cure period provided under this contract with respect to the breach is extended on a day-for-day basis for so long as the *Force Majeure* Event continues. If suspension of performance of ASI for cause of a *Force Majeure* Event continues for a period of more than thirty(30) days, either party is entitled to terminate this contract by giving notice to the other party pursuant to the notice provisions of this contract. Following termination of this contract due to a *Force Majeure* Event, neither party has any further obligation to perform under this contract or to make any further payments other than payments due and owing before the termination date. Any *Force Majeure* Event affecting subcontractors or third party contractors of ASI constitutes a *Force Majeure* Event affecting ASI. If there is an act or event that constitutes a *Force Majeure* event under the contract between ASI and any subcontractor or third party contractor, as the case may be, then that act or event is a *Force Majeure* Event as to ASI. A *Force Majeure* Event means war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist act, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, strike, Change in Law, or any action beyond the control

of ASI. "Change in Law" means any of the following:

- Any adoption after the date of this contract of any law, statute, act, ordinance, rule, regulation, requirement or order of any national, state or local government, or any agency, commission or other body or their instrumentalities (collectively, "Laws") affecting ASI.
- Any change after the date of this contract in any Law or in its interpretation or administration by any governmental instrumentality affecting ASI.
- Any requirement to obtain any permit, approval, consent, license or other authorization not required on the date of this contract, or any amendment or attachment to any permit, approval, consent, license or other authorization required on the date of this contract of any terms or conditions that have an adverse effect on the rights or the performance of ASI of its obligations under this contract.

7. **GENERAL:** Any provision of a contract resulting from a quotation prohibited by the law of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. ASI shall not be bound by statements or promises made by any representative of ASI which are not stated in and made a part of a quotation or contract.
8. **TAXES, LICENSES AND PERMITS:** The Licensee is responsible for obtaining all licenses and permits and for paying all applicable taxes and fees.
9. **CANCELLATION:** In the event that the Licensee cancels this contract without *just cause* prior to the initial twelve month term, Licensee shall be liable to ASI for an amount equal to 50% of the remaining **contract value** in addition to the fees for work already completed by Accessible Solutions, Inc. This amount shall be construed as **LIQUIDATED DAMAGES** representing any approximation of all administrative, engineering, and any other costs incurred by ASI in reliance upon the contract, not as a penalty. ASI's rights under this clause shall be in addition to all other rights and remedies available to it in law or equity and shall not be construed as ASI's damages in any way recoverable as a result of Licensee's breach.

Notwithstanding the forgoing, after the initial twelve month term, Licensee may at its option, elect to cancel this License Agreement and the Maintenance Agreement, by providing written notice to ASI at least 30 days prior to the end of the current term. In such event, Licensee shall have no further obligation to ASI after the end of the current term.

If either party shall neglect or fail to perform any of its obligations under this contract, and such failure continues for a period of sixty (60) days after written notice thereof, the other party shall have the right to terminate this contract immediately.

**Just cause** is defined as either the software not performing as designed or support and maintenance is no longer provided in accordance with the maintenance and support agreement. The validity of just cause for any other reason will need to be determined by a court of law.

**Contract value** is defined as all of the one-time fees as well as the monthly and/or annual licensing fees outlined herein.

10. **PAYMENT TERMS:** A down payment, consisting of first and last month license fees, hardware fees and all initial license fees, is required for the licensing of ASI software. Payment in full is due upon receipt of each monthly invoice thereafter. Monthly invoicing will occur by the 15<sup>th</sup> of the month prior to the services received and payment is expected by the 1<sup>st</sup> of the month. The effective date for the commencement of the monthly fees shall be the month in which the

first training session is held and access to the software has been made available.

Additional fees that are part of the contract, such as data conversion, software customization, project management and training will be billed 50% upfront and the remaining 50% upon completion of the work, due Net 30.

In the event payment is not received according to terms, ASI may, at its discretion, assess interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower. The Licensee also agrees to pay reasonable and customary legal fees or agency commissions sustained by ASI in pursuit of past due payments.

11. **CHOICE OF LAW/VENUE/INTERPRETATION** It is the intention of the parties that the laws of Florida shall govern the validity of this contract, the construction of its terms, and the interpretation of the rights and duties of the parties, and venue for any legal or other proceeding shall be in Brevard County, Florida, or the Middle District of Florida. All the terms and provisions of this contract shall be binding on and inure to the benefit of ASI and be enforceable by the ASI and its successors and assigns. The interpretation of this contract shall not be construed against the drafter of this contract.
12. **ASSIGNMENT**. Neither this contract nor any right created by this contract shall be assignable by Licensee. Nothing in this contract expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this contract. The parties are not, and shall not be considered as joint ventures, partners, franchisor-franchisee, agents, or servants of each other and neither shall have the power to bind or obligate the other except as set forth in this contract.
13. **OWNERSHIP OF DATA**. Licensee shall have all right, title and interest in licensee's data and may request a copy of said data from ASI at any time. ASI will make available licensee's data in the format as it exists while in the care of ASI.
14. **CONFIDENTIALITY AND NON DISCLOSURE**. WHEREAS, the parties wish to protect, pursuant to this Agreement, such information. NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:
  - a. This Agreement shall apply to all Confidential Information disclosed by or on behalf of (i) ASI to Licensee or (ii) Licensee to ASI (including, without limitation, each party's officers, directors, employees, agents, and other representatives) whether specifically marked "**Confidential**" or not.
  - b. The parties acknowledge and agree that "Confidential Information" means information in whatever form disclosed hereunder, including, without limitation, written, visual, audible or oral, includes, without limitation, (i) information concerning any of a party's customers, clients, or vendors; (ii) information referring to, discussing, or in any way related to a party's business condition, strategies or initiatives, systems, processes, and/or policies; (iii) proprietary technology and systems; and (iv) any other information that a party designates as confidential. The parties further acknowledge and agree that "Confidential Information" also includes any reports, notes, summaries, abstracts, or drafts of Confidential Information or of oral presentations, reports, or discussions referring to, describing, elaborating upon, or otherwise relating to Confidential Information.
  - c. Each party hereto acknowledges that, in connection with the Proposed Transaction, the other party has provided, and from time to time may continue to provide, Confidential Information to the other party in confidence and solely for the purpose of evaluating, negotiating, or otherwise discussing the Proposed Transaction. Each party represents and warrants that it has treated, and will continue to treat, all Confidential Information of the other party as confidential and secret and that it has not disclosed or permitted access to, and will not disclose or permit access to, such Confidential Information except as permitted under this Agreement. Each party acknowledges and agrees that (i) each party claims and reserves all rights afforded under all applicable privacy, intellectual property, and trade secret laws, regulations, and rulings in all Confidential Information furnished to the other party; (ii) a party is granted only a limited right of use of Confidential Information, as specified above, which

right is revocable at will by the party granting such use and not coupled with any interest in the Confidential Information; (iii) this Agreement shall not affect any transfer of right, title, or interest in or to any Confidential Information; (iv) a party shall not assert any right, title, or interest in any Confidential Information of the other party; and (v) neither party grants any license under any patents, trademarks, service marks or copyrights under this Agreement.

- d. Each party hereto agrees: (i) to protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care such party uses to protect its own confidential information of a similar nature but at all times shall use at least reasonable care; (ii) to use the Confidential Information only for the purpose(s) expressly set forth in, and in accordance with, the terms of this Agreement; (iii) not to copy or reproduce any Confidential Information in any form, except to the extent contemplated by this Agreement; (iv) not to disclose to or otherwise permit any third person or entity access to any Confidential Information except with prior written consent of the party owning such Confidential Information; (v) to limit disclosure of Confidential Information to those employees, agents, or other representatives of a party who are necessary for and involved in that party's performance of its obligations under this Agreement; (vi) to ensure that any of a party's employees, agents, or other representatives who receive or obtain Confidential Information are advised of the nature of the Confidential Information and of the obligations such party has undertaken with respect to such information under this Agreement and agree to comply with these obligations; and (vii) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access or disclosure. Each party further agrees that, to assist the other party in identifying any access, disclosure, or use of Confidential Information in a manner inconsistent with the provisions of this Agreement, each party shall, upon request, inform the other party of all individuals or entities to whom Confidential Information has been disclosed or who otherwise have been afforded access to Confidential Information.
- e. Information of a party shall not be deemed Confidential Information if (i) it is already, or otherwise becomes, known to the public other than as a result of any act or omission of the other party, its officers, directors, employees, agents, or other representatives; (ii) it is lawfully received from a third party having the right to disseminate the information without restriction on disclosure; or (iii) it is voluntarily furnished to others by the party owning such Confidential Information without restriction on disclosure. A party shall notify the other party immediately, both orally and in writing, of any known possession, use, or knowledge of any Confidential Information by any person or entity other than those authorized under this Agreement to receive the information.
- f. Upon a party's (the "Disclosing Party") request or termination of the parties' negotiations or discussions, whichever occurs first, the other party (the "Receiving Party") shall voluntarily surrender all Confidential Information of the Disclosing Party in the Receiving Party's possession, custody, or control (including, without limitation, the possession, custody, or control of any of the Receiving Party's officers, directors, employees, agents, or other representatives), including, without limitation, any drafts, copies, or other non-originals, or destroy, at the Disclosing Party's option.
- g. Each Receiving Party acknowledges and agrees that the Disclosing Party operates in a highly regulated and competitive environment; and that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to the Disclosing Party which will be difficult to measure with certainty or to compensate through money damages. Accordingly, the Receiving Party agrees that injunctive or other equitable relief shall be appropriate in the event of any breach by the Receiving Party of any part or parts of this Agreement, in addition to such other remedies as may be available at law.
- h. The Receiving Party acknowledges and agrees that neither the Disclosing Party, nor its officers, directors, employees, agents, or other representatives (the "Related Parties") has made or will make any representation concerning the accuracy or completeness of Confidential Information; and that neither the Disclosing Party nor any Related Party shall have any liability whatever to the Receiving Party resulting from the Receiving Party's use of Confidential Information.

- i. The Receiving Party shall not use the names, trade names, service marks, trademarks, trade dress, or logos of the Disclosing Party in publicity releases, advertising, or any other external communications or public disclosures without the Disclosing Party's prior written consent.
- j. The Receiving Party shall indemnify, defend, and hold the Disclosing Party and Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage (together "Liability"), including, but not limited to, any reasonable attorneys' fees and costs, that the Disclosing Party or Related Parties may incur arising out of or relating to the Receiving Party's breach of any provision of this Agreement.
- k. This Agreement is effective immediately. The rights and obligations under this Agreement shall survive its termination and the termination of any negotiations or discussions between the parties in any event for a period of two (2) years.
- l. In evaluating, negotiating, or discussing the Proposed Transaction, or in performing its obligations under any agreement to consummate the transaction, each party shall act solely in the capacity of an independent contractor and not an agent, servant, employee, or representative of the other party or any related entity. Consequently, each party will not have, and will not make any statement or take any action that might cause any third party to believe the other party has, the authority to transact any business, enter into any agreement, or in any way bind or make any commitment on behalf of the first party or any affiliated entity unless expressly authorized in writing by a duly authorized officer of the first party.
- m. No delay or omission by a party to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by a party of any of the provisions of this Agreement shall not be construed to be a waiver of any succeeding breach thereof or of any other provision.
- n. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to choice of law principles.
- o. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and there are no understandings or agreements relative to that subject matter other than those that are explicitly expressed herein.
- p. A party shall not partially or completely assign, delegate, subcontract, or otherwise transfer any of its rights or obligations except with the express, prior written consent of a duly authorized officer of the other party.
- q. This Agreement may be altered, amended, or otherwise changed only by a written instrument signed by authorized officers of both parties.
- r. Nothing in this Agreement shall obligate either of the parties to consummate the Proposed Transaction or otherwise enter into any business relationship. Each party claims and reserves the right, in its sole discretion and judgment, to terminate all negotiations and discussions with the other.
- s. All Confidential Information remains the property of the Disclosing Party and no rights to Confidential Information are granted or implied by this Agreement.
- t. Except as may be required by law, the parties agree not to disclose to any person the fact that discussions or negotiations are taking place between the two parties without the prior written consent of the other party.

## LICENSING FEES AND SIGNATURES

Contract fee includes: software licensing, web hosting, maintenance, and initial license fee for all of the items, including goods and services, listed below.

### Monthly Licensing Fees

Description	Price	Qty	Ext. Price
<b>ServTracker License Fee (Users)</b> STLO.010	\$63.50	10	\$635.00

**Subtotal: \$635.00**

### One Time Fees

Description	Price	Qty	Ext. Price
<b>ServTracker Setup Fee (Users)</b> STLO.010	\$300.00	10	\$3,000.00

**Subtotal: \$3,000.00**

### Professional Services

Description	Price	Qty	Ext. Price
<b>Training - Virtual</b> (Number of Hours)	\$90.00	18	\$1,620.00
<b>Project Management - ServTracker</b> Project Management	\$110.00	5	\$550.00
<b>Project Management - Data Import</b> Project Management	\$110.00	4	\$440.00

**Subtotal: \$2,610.00**



## Deposit Requirements & Deposit

Accessible Solutions, Inc. requires a deposit with contract execution. Deposit consists of the following elements: First and last month licensing fees, as well as initial license fees and any other one time amounts for goods. In addition, fifty percent (50%) of the Professional Services fees are required with the deposit. Remaining balances are due upon completion of the activities.

Contract Deposit Breakdown				Total	Deposit
<b>Monthly Licensing Fees</b>				\$635.00	
		First + last monthly fees (required for deposit)			\$1,270.00
<b>One Time Fees</b>		Total one time fees		\$3,000.00	\$3,000.00
<b>Professional Services</b>				\$2,610.00	
		Half of Professional Services (required for deposit)			\$1,305.00
			<b>Total Deposit</b>		<b>\$5,575.00</b>
		Second half of Professional Services upon completion			\$1,305.00
			<b>Total initial investment</b>		<b>\$6,880.00</b>

**The execution of the contract shall be completed upon Accessible Solutions Inc.'s receipt of the deposit as highlighted above. The deposit invoice shall be sent upon signing the contract.**

### Important Notes

- Training fees are an estimate only and may be adjusted after evaluation of training needs.
- Data migration is an estimate only and may require further evaluation.

## Leavenworth County Council on Aging ServTracker® Contract



Prepared by:

**Accessible Solutions Inc.**

Jordan Phillips  
 (321) 323-0118  
 jphillips@accessiblesolutions.com

Prepared for:

**Leavenworth County Council on Aging**

1830 S Broadway St  
 Leavenworth, KS 66048-3740  
 Connie Harmon  
 (913) 684-0784  
 CHarmon@leavenworthcounty.gov

Quote Information:

**Quote #: JP000946**

Version: 5  
 Delivery Date: 02/02/2022  
 Expiration Date: 08/18/2023


### Quote Summary

Description	Amount
Monthly Licensing Fees	\$635.00
One Time Fees	\$3,000.00
Professional Services	\$2,610.00
<b>Total:</b>	<b>\$6,245.00</b>

NOTE: The Quote Summary listed above DOES NOT reflect the deposit amount. The deposit is found on the previous page. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Accessible Solutions Inc.

Leavenworth County Council on Aging

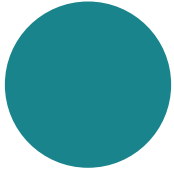
Signature:   
 Name: Jordan Phillips  
 Title: Account Executive  
 Date: 02/02/2022

Signature: \_\_\_\_\_  
 Name: Connie Harmon  
 Date: \_\_\_\_\_



# COUNCIL ON AGING BRAND GUIDE

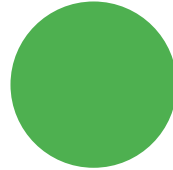
## Color Palette + Typography



### BLUE 01

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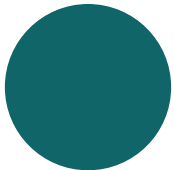
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### GREEN 01

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HEX #4EB050



### BLUE 02

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### GREEN 02

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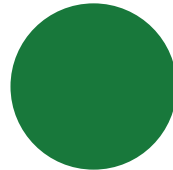
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### BLUE 03

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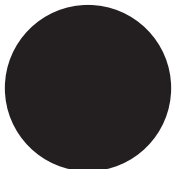
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COA  
TITLE FONT  
LULO CLEAN

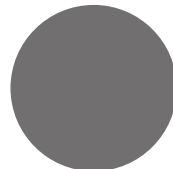
LIVE WELL, AGE WELL  
SECONDARY FONT  
OMNES REGULAR



### BLACK

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CMYK 0/0/0/100  
HEX #000000



### SILVER

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RGB 114/111/113  
CMYK 56/49/47/15  
HEX #726F71



COA

Live Well. Age Well.



Live Well.  
Age Well.



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# **Quarterly Report**

February 23<sup>rd</sup> 2022

Prepared By:  
Bob Weber, County Appraiser

## Ongoing Activities

### 1. Appraisal Activities

- a. The county appraiser is required to discover, list and value all real-estate in the county as of January 1<sup>st</sup> of each year. 32,009 Real estate change of value notices will be mailed March 1<sup>st</sup> for the 2022 tax year. Property owners wishing to appeal the valuation on their change of value notice can do so by contacting the County Appraiser's Office within 30 days of the mail date printed on the change of value notice.

#### Parcel Count by Class

Agricultural	3,034	Other	7
Commercial	988	Residential	21,626
Exempt	751	Utilities	47
Farm (residential with Ag land)	3,537	Vacant	2,014
Not for profit (not exempt)	5		

- b. In January we sent out approximately 5,500 personal property renditions. By state law taxpayers must report all taxable personal property to the County Appraiser by March 15<sup>th</sup> of each year. The county appraiser is required to assess a late filing penalty of 5% per month up to a maximum penalty of 25%. The failure to file penalty is 50% and is assessed after one year. We have been receiving personal property renditions back from taxpayers and are mailing personal property change of value notices as soon as the renditions have been worked. Personal property valuations can be appealed by contacting the County Appraiser's Office by May 15<sup>th</sup>.
- c. Agriculture properties are appraised at their use value. Values for crop ground have gone up an average of 2% from 2021 to 2022 in Leavenworth County. Grass land values have increased an average of 10.5%. Kansas statutes require the Director of PVD to set values for agricultural land based upon its agricultural income or productivity. State statute requires the use of an 8-year average of landlord's share of net income when computing the income value of Ag land. There is a two-year lag in the data. Data from 2020 is the newest year added for 2022 values.

### 2. Sales and Building Permits

- a. The county wide average sale prices of homes increased 12% from 2010 to 2021. The number of single-family residential sales increased to 1,435 a 2.5% increase over the previous year.
- b. The number of new single-family homes built in the county increased by 39% from 2020 to 2021.

### 3. Sales Ratio & Sales trends

- a. Paired sales analysis compares properties that sold twice over a given time frame and computes a time trend by comparing the two sales prices. Sales with changes to the property between sales are not included. A paired sales analysis selecting 46 paired sales from 2020 through 2021 results in a median monthly time trend of 1.01199 per month or a positive 15% per year.
- b. The following are results of sales ratio reports for the county. All properties are appraised every year as of January 1<sup>st</sup>. A sales ratio is conducted by comparing sales prices of properties that sold from January 1<sup>st</sup> through December 31<sup>st</sup> to their appraised value. State compliance standards require the median ratio (appraisal level) on residential and commercial properties be 90% or above and 110% and below. A ratio over 100% indicates properties are over appraised, a ratio under 100% indicates properties are under appraised.

Group	Median Ratio
<u>Residential</u>	
Total County	84.7%
Leavenworth	83.0%
Lansing	85.2%
Tonganoxie	87.7%
Basehor	87.5%
Linwood	86.6%
Easton	64.5%
Rural	83.9%

**LEAVENWORTH COUNTY AVERAGE SALE PRICES  
SINGLE FAMILY HOMES**

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
1990	\$106,239	\$61,223	\$71,376	735	351
1995	\$126,515	\$80,610	\$87,643	718	322
2000	\$160,902	\$101,149	\$110,696	895	333
2001	\$169,213	\$111,067	\$121,464	939	360
2002	\$182,619	\$114,951	\$127,846	997	446
2003	\$196,422	\$121,585	\$139,997	1,118	446
2004	\$214,988	\$132,909	\$149,511	1,142	452
2005	\$220,834	\$147,679	\$166,922	1,342	572
2006	\$235,155	\$142,104	\$165,060	1,212	479
2007	\$231,150	\$153,753	\$170,752	988	390
2008	\$234,148	\$146,307	\$162,848	855	203
2009	\$237,721	\$149,747	\$163,144	788	180
2010	\$233,575	\$155,912	\$165,241	732	130
2011	\$249,589	\$147,498	\$158,368	695	104
2012	\$229,255	\$144,370	\$152,762	789	131
2013	\$255,949	\$157,696	\$169,582	830	158
2014	\$265,808	\$157,877	\$171,397	930	218
2015	\$261,317	\$166,998	\$181,918	1,081	214
2016	\$280,702	\$176,019	\$190,153	1,222	213
2017	\$295,835	\$188,681	\$204,014	1,217	285
2018	\$308,891	\$198,814	\$213,497	1,282	263
2019	\$323,799	\$210,690	\$225,725	1,320	281
2020	\$335,854	\$236,236	\$252,601	1,400	244
2021	\$374,041	\$266,678	\$282,090	1,435	339



Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Leavenworth					
2006	\$224,534	\$106,892	\$127,975	560	148
2007	\$220,742	\$115,014	\$130,756	450	79
2008	\$224,830	\$114,728	\$128,766	400	64
2009	\$227,994	\$110,812	\$127,598	370	66
2010	\$239,458	\$105,406	\$124,737	319	44
2011	\$271,480	\$103,378	\$121,598	285	46
2012	\$247,250	\$112,302	\$120,432	283	21
2013	\$262,129	\$107,529	\$115,237	262	16
2014	\$258,057	\$108,448	\$113,698	276	17
2015	\$256,713	\$111,418	\$116,490	330	12
2016	\$252,583	\$119,388	\$122,438	465	13
2017	\$283,857	\$140,321	\$145,094	421	20
2018	\$347,867	\$142,905	\$146,550	506	17
2019	\$328,108	\$142,408	\$149,655	410	35
2020	\$330,890	\$171,996	\$182,185	514	35
2021	\$365,810	\$183,714	\$194,261	587	30
Lansing					
2006	\$260,769	\$161,756	\$186,929	178	37
2007	\$280,329	\$183,067	\$205,568	135	39
2008	\$284,789	\$166,962	\$185,611	139	21
2009	\$290,292	\$159,980	\$182,905	108	30
2010	\$290,143	\$171,267	\$186,126	104	16
2011	\$268,231	\$180,394	\$188,894	94	12
2012	\$297,841	\$172,775	\$188,232	78	22
2013	\$308,584	\$171,814	\$188,519	116	18
2014	\$341,897	\$161,856	\$179,732	120	25
2015	\$329,322	\$168,528	\$186,646	130	11
2016	\$342,083	\$189,509	\$204,180	150	19
2017	\$379,003	\$198,605	\$213,232	185	19
2018	\$352,796	\$218,984	\$227,954	179	13
2019	\$420,577	\$221,218	\$231,937	186	9
2020	\$351,047	\$236,311	\$241,008	172	4
2021	\$370,250	\$270,252	\$271,612	147	2

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Tonganoxie					
2006	\$174,011	\$145,397	\$155,897	109	43
2007	\$176,257	\$136,660	\$152,651	104	59
2008	\$176,471	\$141,450	\$155,625	84	23
2009	\$170,880	\$137,062	\$144,276	75	15
2010	\$187,683	\$139,938	\$147,765	61	19
2011	\$188,350	\$130,747	\$135,712	59	7
2012	\$192,244	\$128,632	\$135,074	71	13
2013	\$211,057	\$132,342	\$139,229	73	7
2014	\$215,861	\$145,427	\$151,421	95	17
2015	\$197,035	\$150,411	\$157,616	116	18
2016	\$197,123	\$165,286	\$169,031	125	20
2017	\$231,561	\$162,161	\$179,511	153	56
2018	\$255,732	\$183,716	\$201,480	150	33
2019	\$264,107	\$185,087	\$206,638	143	41
2020	\$256,605	\$204,463	\$218,916	184	36
2021	\$241,662	\$240,995	\$241,153	156	34
Basehor					
2006	\$253,225	\$168,633	\$227,696	140	82
2007	\$236,663	\$202,468	\$218,681	116	105
2008	\$259,829	\$195,179	\$224,335	102	45
2009	\$252,190	\$218,076	\$227,992	86	25
2010	\$197,286	\$204,741	\$203,926	64	14
2011	\$215,209	\$187,348	\$189,919	66	14
2012	\$218,784	\$177,209	\$184,768	80	35
2013	\$231,070	\$197,902	\$211,333	119	67
2014	\$246,978	\$203,331	\$223,385	148	105
2015	\$254,383	\$209,860	\$231,782	198	98
2016	\$275,937	\$223,986	\$251,602	196	92
2017	\$285,058	\$252,272	\$265,811	201	97
2018	\$295,460	\$252,876	\$270,156	207	105
2019	\$337,740	\$264,481	\$289,609	207	87
2020	\$368,063	\$293,675	\$319,848	270	65
2021	\$397,773	\$344,065	\$365,508	268	155

Year	Average Sale Price New Homes	Average Sale Price Existing Homes	Average Sale Price Combined	# of Sales	# of Homes Built
Rural					
2006	\$265,153	\$198,628	\$209,608	215	166
2007	\$284,561	\$223,296	\$231,132	174	107
2008	\$312,219	\$201,016	\$208,077	122	49
2009	\$306,715	\$218,943	\$224,391	145	44
2010	\$284,158	\$232,786	\$234,801	153	37
2011	\$249,448	\$217,649	\$218,527	145	25
2012	\$310,000	\$213,014	\$213,627	158	40
2013	\$335,930	\$225,878	\$233,134	182	50
2014	\$352,062	\$233,935	\$241,058	199	54
2015	\$341,293	\$246,639	\$253,828	237	75
2016	\$345,168	\$283,744	\$289,256	234	69
2017	\$399,243	\$286,927	\$296,853	215	93
2018	\$421,674	\$309,911	\$321,757	217	84
2019	\$391,653	\$334,769	\$337,980	248	103
2020	\$456,385	\$347,905	\$358,838	258	100
2021	\$434,614	\$428,738	\$434,614	256	117

Linwood/ Easton

2010	\$0	\$86,742	\$86,742	4	0
2011	\$0	\$62,950	\$62,950	6	0
2012	\$0	\$71,262	\$71,262	6	0
2013	\$0	\$46,363	\$46,363	4	0
2014	\$0	\$47,290	\$47,290	5	0
2015	\$0	\$54,214	\$54,214	9	0
2016	\$0	\$79,298	\$79,298	8	0
2017	\$0	\$92,150	\$92,150	13	1
2018	\$245,133	\$120,063	\$173,664	14	11
2019	\$244,667	\$145,306	\$187,889	14	7
2020	\$241,432	\$146,144	\$198,553	20	4
2021	\$335,317	\$166,553	\$190,662	21	1

## REAL-ESTATE APPRAISED VALUES

ENTITY	2022 ASSESSED VALUE	2021 ASSESSED VALUE	Total % Change	New Construction and Remodel % Change	Reval % Change	2020 TO 2021 VALUE CHANGES	2019 TO 2020 VALUE CHANGES	2018 TO 2019 VALUE CHANGES	2017 TO 2018 VALUE CHANGES	2016 TO 2017 VALUE CHANGES
Total County	871,536,604	756,825,348	15.16%	2.44%	12.72%	8.37%	5.5%	8.3%	6.4%	4.5%
Leavenworth City (TD 001, 002, 120, 121, 122)	263,003,040	231,050,044	13.83%	1.70%	12.13%	6.71%	4.7%	4.3%	4.0%	2.7%
BASEHOR CITY (TD 004)	107,926,100	90,081,336	19.81%	6.30%	13.51%	10.91%	6.6%	13.3%	10.8%	8.8%
LANSING CITY (TD 007)	105,003,123	92,970,245	12.94%	1.06%	11.88%	6.22%	4.2%	4.1%	4.2%	1.6%
TONGANOXIE CITY (TD 010)	59,848,747	51,992,005	15.11%	2.60%	12.52%	9.90%	8.8%	8.7%	8.1%	6.1%
Easton (TD 005, 006)	755,788	591,131	27.85%	0.60%	27.25%	2.76%	1.7%	0.3%		
Linwood (TD 008, 009)	3,476,629	2,735,575	27.09%	13.05%	14.04%	14.67%	14.5%	26.6%		
Rural	331,523,177	287,405,012	15.35%	2.14%	13.21%	9.54%	5.7%	11.7%		