

We encourage everyone to view the meeting live via YouTube.

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

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
April 17, 2024  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of April 10, 2024
  - b) Approval of the minutes of the work session of April 10, 2024
  - c) Approval of the schedule for the week April 22, 2024
  - d) Approval of the check register
  - e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the contract with Finney and Turnipseed for construction engineering services for bridge A-49 on 211<sup>th</sup> Street in the amount of \$59,250.00.
- b) Consider a motion to approve the contract with Finney and Turnipseed for the construction engineering services for bridge T-34 on 219<sup>th</sup> Street in the amount of \$59,250.00.

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

Quarterly reports

- Information Systems
- Buildings and Grounds
- Planning and Zoning
- Public Works

IX. ADJOURNMENT

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, April 15, 2024

## Tuesday, April 16, 2024

- 11:00 a.m. Kansas County Commissioners Association Annual Conference  
• Kansas Crossing Casino, 1275 S. Highway 69, Pittsburg, KS
- 12:00 p.m. LCPA meeting
- 4:00 p.m. Basehor City Hall Ribbon-Cutting Ceremony  
• 1600 N. 158<sup>th</sup> St., Basehor, KS

## Wednesday, April 17, 2024

- Kansas County Commissioners Association Annual Conference  
• Kansas Crossing Casino, 1275 S. Highway 69, Pittsburg, KS
- 9:00 a.m. Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

## Thursday, April 18, 2024

- Kansas County Commissioners Association Annual Conference  
• Kansas Crossing Casino, 1275 S. Highway 69, Pittsburg, KS

## Friday, April 19, 2024

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

\*\*\*\*\*April 10, 2024 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, April 10, 2024. Commissioner Culbertson, Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Tammy Saldivar, Solid Waste Director; Connie Harmon, Council on Aging Director; Monica Swigert, Human Resources Administrator; Bill Noll, Infrastructure and Construction Services; Rhonda Berry, Administrative Assistant for Community Corrections; Jay Hall, Attorney for Kansas Association of Counties; Edd Hingula, Leavenworth City Commission; Janet Klasinski, County Clerk; John Richmeier, Leavenworth Times

Residents: Joe Herring

PUBLIC COMMENT:

There was no public comment.

ADMINISTRATIVE BUSINESS:

Janet Klasinski requested the Board to sign a letter requesting reimbursement for the cost of conducting the Presidential Primary Election.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to sign the letter requesting reimbursement for direct costs in the amount of \$41,190.33.***

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

Commissioner Culbertson ask for a consensus of the Board to lease FEMA property to the city of Easton.

It was the consensus of the Board to direct staff to draft a lease agreement.

Commissioner Stieben inquired about the non-sanctuary county resolution.

Commissioner Culbertson indicated he has reached out to Jefferson County for their verbiage.

Commissioner Stieben inquired about the two positions in the County Attorney's Office that were funded due to COVID backlog. He indicated the County Attorney has announced the backlog is complete.

Mark Loughry indicated he will invite the County Attorney to a future meeting to discuss.

Jay Hall, Kansas Association of Counties reported on legislation in Topeka.

Commissioner Mike Smith requested to change the time of the meeting of April 24<sup>th</sup> to 10:00 a.m. due to the Commission attending a Supreme Court breakfast.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to move the April 24<sup>th</sup> meeting to 10:00 a.m.***

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

***A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, April 10, 2024.***

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

Rhonda Berry requested approval of the application for FY2025 Juvenile Comprehensive Plan and FY2025 non-matching Juvenile Crime Prevention Community Grant.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve the application for FY2025 Juvenile Comprehensive Plan and FY2025 non-matching Juvenile Crime Prevention Community Grant.***

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

Bill Noll requested approval of a contract with Finney and Turnipseed for construction engineering for inspection of bridge A-60.

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to approve a contract with Finney and Turnipseed for construction engineering for inspection of bridge A-60 on 215<sup>th</sup> St. in the amount of \$25, 254.00.***

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

Tammy Saldivar presented the quarterly report for the Solid Waste Department.

Monica Swigart presented the quarterly report for the Human Resources Department.

Connie Harmon presented the quarterly report for the Council on Aging.

Commissioner Kaaz attended mandatory reporter training at the Guidance Center and a fundraiser for The Deeper Window. She also attended the advisory board for the Guidance Center and the Leavenworth City Commission meeting.

Commissioner Mike Smith and Doug Smith will be attending the Kansas Association of Counties annual meeting next week.

Commissioner Doug Smith and Stieben attended the JCAB meeting.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to adjourn.***

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

The Board adjourned at 10:16 a.m.

\*\*\*\*\*April 10, 2024 \*\*\*\*\*

The Board of County Commissioners met in a work session on Wednesday, April 10, 2024. Commissioner Culbertson, Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Janet Klasinski, County Clerk

The Board held a work session to discuss budget goals.

The Board ended the work session at 11:02 a.m.

Draft

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, April 22, 2024

## Tuesday, April 23, 2024

8:00 a.m. Workforce Partnership

12:00 p.m. MARC meeting

## Wednesday, April 24, 2024

7:30 a.m. Kansas Supreme Court breakfast  
• Riverfront Community Center, 123 S. Esplanade, Leavenworth KS

10:00 a.m. Leavenworth County Commission meeting  
• Commission Meeting Room, 300 Walnut, Leavenworth KS

11:00 a.m. Government Affairs Committee Informational Forum-Economic Development  
• Falcon Lakes, 4605 Clubhouse Dr., Basehor, KS

## Thursday, April 25, 2024

## Friday, April 26, 2024

## Saturday, April 27, 2024

5:30 p.m. 2024 Night of Hope Gala  
• JW Crancers, 530 Delaware, Leavenworth, KS

5:30 p.m. 25<sup>th</sup> Anniversary LVCO 4-H Foundation Dinner/Annual Meeting  
• Fairgrounds, Tonganoxie, KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 04/06/2024 END DATE: 04/12/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	340865	108088 AP	04/12/2024	4-001-5-11-307	CO ATTY:2 PT VICTIMS NOTICE 2K	399.00	
1964	ALL STATEEFIRE EQUIP	ALL STATE FIRE EQUIPMENT	340866	108089 AP	04/12/2024	4-001-5-07-208	COMMERCIAL KITCHEN HOOD EXH/DU	1,100.00	
1964	ALL STATEEFIRE EQUIP	ALL STATE FIRE EQUIPMENT	340866	108089 AP	04/12/2024	4-001-5-07-208	COMMERCIAL KITCHEN HOOD EXH/DU	115.50	
							*** VENDOR 1964 TOTAL		1,215.50
13088	APPRAISER	APPRAISER'S EDUCATION FUND	340867	108090 AP	04/12/2024	4-001-5-41-202	ORION INTRO,OVERVIEW,USPAP UPD	110.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	340867	108090 AP	04/12/2024	4-001-5-41-202	ORION INTRO,OVERVIEW,USPAP UPD	110.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	340867	108090 AP	04/12/2024	4-001-5-41-202	ORION INTRO,OVERVIEW,USPAP UPD	110.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	340867	108090 AP	04/12/2024	4-001-5-41-202	ORION INTRO,OVERVIEW,USPAP UPD	165.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	340867	108090 AP	04/12/2024	4-001-5-41-202	ORION INTRO,OVERVIEW,USPAP UPD	165.00	
							*** VENDOR 13088 TOTAL		660.00
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	340869	108092 AP	04/12/2024	4-001-5-07-357	65483 JAIL PLUMBING SUPPLIES	486.88	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	340872	108095 AP	04/12/2024	4-001-5-05-381	113712 FIELD SUPPLIES	1,161.38	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	340872	108095 AP	04/12/2024	4-001-5-05-381	113712 FIELD SUPPLIES	38.86	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	340872	108095 AP	04/12/2024	4-001-5-05-381	113712 FIELD SUPPLIES	34.48	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	340872	108095 AP	04/12/2024	4-001-5-05-381	113712 FIELD SUPPLIES	792.80	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	340872	108095 AP	04/12/2024	4-001-5-05-381	113712 FIELD SUPPLIES	264.58	
							*** VENDOR 23537 TOTAL		2,292.10
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	340875	108098 AP	04/12/2024	4-001-5-32-296	01001100496 JANITORIAL SVC JC	5,860.00	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	340876	108099 AP	04/12/2024	4-001-5-19-301	DEPOSIT SLIPS FOR COURT ACCOUN	104.98	
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340848	119	04/09/2024	4-001-5-07-223	ELECTRIC SERVICE TO SIRENS	1,251.42	
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340851	121	04/09/2024	4-001-5-07-223	ELEC SVC TO SIRENS	.12	
							*** VENDOR 8686 TOTAL		1,251.54
1011	FEDEX	FEDEX	340877	108100 AP	04/12/2024	4-001-5-19-302	2389-5871-7 DIST CT TRANSPORTA	50.00	
3550	FISHER, PATTERSON	FISHER, PATTERSON, SAYLER & SMIT	340781	108021 AP	04/09/2024	4-001-5-01-230	FILE 337-3814-ADH FLAT LAND EX	2,347.50	
193	GMIS	GMIS INTERNATIONAL	340878	108101 AP	04/12/2024	4-001-5-18-202	MEMBERSHIP - TRAINING	300.00	
825	GREGORY NAWALANIC	GREGORY NAWALANIC, PSY.D.	340879	108102 AP	04/12/2024	4-001-5-11-253	PER COURT ORDER 20CR493	2,100.00	
4473	HART'S COO	HART'S COOK PAINT & DECORATING	340881	108104 AP	04/12/2024	4-001-5-07-359	PAINT FOR JAIL KITCHEN	50.79	
22605	HINCKLEY S	HINCKLEY SPRINGS	340883	108106 AP	04/12/2024	4-001-5-11-208	17137512660768 FILTRATION SYST	44.99	
733	HOSSINEI, SABER	SABER HOSSINEI	340884	108107 AP	04/12/2024	4-001-5-11-211	PER DIEM, TRAVEL - HUTCHINSON	117.00	
733	HOSSINEI, SABER	SABER HOSSINEI	340884	108107 AP	04/12/2024	4-001-5-11-211	PER DIEM, TRAVEL - HUTCHINSON	310.88	
733	HOSSINEI, SABER	SABER HOSSINEI	340884	108107 AP	04/12/2024	4-001-5-11-211	PER DIEM, TRAVEL - HUTCHINSON	54.94	
							*** VENDOR 733 TOTAL		482.82
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	340885	108108 AP	04/12/2024	4-001-5-11-208	RSVP8/ST OF KS - LVCO ATTY SHR	26.00	
3030	ISG TECHNOLOGY	ISG TECHNOLOGY	340886	108109 AP	04/12/2024	4-001-5-18-220	LEAVENWORTHCO PROFESSIONAL SVC	1,083.75	
99	JUROR								

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR							*** VENDOR	99 TOTAL	6,911.80
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	340849	120	04/09/2024	4-001-5-05-215	512142220	2006970 09 GAS SERVI	141.13	
66366	KANSAS GAS ACH	KANSAS GAS SERVICE	340987	123	04/12/2024	4-001-5-14-220	510614745	1631910 36 GAS SERVI	279.46	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#						
						*** VENDOR	66366 TOTAL		420.59
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	340826	108066 AP	04/09/2024	4-001-5-18-213	08-LVCOKS01 FIBER - LOCATE	14.40	
1842	KONE INC	KONE INC	340940	108163 AP	04/12/2024	4-001-5-31-220	N40131062 ELEVATOR MAINT MARCH	129.86	
1842	KONE INC	KONE INC	340940	108163 AP	04/12/2024	4-001-5-32-262	N40131062 ELEVATOR MAINT MARCH	519.46	
1842	KONE INC	KONE INC	340940	108163 AP	04/12/2024	4-001-5-33-262	N40131062 ELEVATOR MAINT MARCH	1,179.86	
						*** VENDOR	1842 TOTAL		1,829.18
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	340941	108164 AP	04/12/2024	4-001-5-19-221	9020533027 DIST CT PHONE INTER	3.00	
13225	LANSING PO	LANSING POLICE DEPT	340942	108165 AP	04/12/2024	4-001-5-11-503	LAW ENF FEE KSOR 23-1335 23CR4	100.00	
219	LCDC	LEAVENWORTH COUNTY DEVELOPMENT	340943	108166 AP	04/12/2024	4-001-5-01-203	LCDC BOARD MEETING VK,MST,DS,T	60.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-001-5-19-301	DIST CT PRINTER CATRIDGE (VTC)	142.05	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,287.18	
						*** VENDOR	4755 TOTAL		1,429.23
537	LEAV TIMES	CHERRYROAD MEDIA INC	340946	108169 AP	04/12/2024	4-001-5-06-218	21250 PUBLIC NOTICES ANNUAL RE	5.79	
537	LEAV TIMES	CHERRYROAD MEDIA INC	340946	108169 AP	04/12/2024	4-001-5-06-218	21250 PUBLIC NOTICES ANNUAL RE	11.38	
537	LEAV TIMES	CHERRYROAD MEDIA INC	340946	108169 AP	04/12/2024	4-001-5-06-218	21250 PUBLIC NOTICES ANNUAL RE	11.98	
537	LEAV TIMES	CHERRYROAD MEDIA INC	340946	108169 AP	04/12/2024	4-001-5-06-218	21250 PUBLIC NOTICES ANNUAL RE	5.99	
537	LEAV TIMES	CHERRYROAD MEDIA INC	340946	108169 AP	04/12/2024	4-001-5-06-218	1 YEAR SUB ZONING	197.00	
						*** VENDOR	537 TOTAL		232.14
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	340947	108170 AP	04/12/2024	4-001-5-09-203	MARCH MINIMUM COMMITMENT	50.00	
383	LYON CHRISTOPHER	CHRISTOPHER LYON	340948	108171 AP	04/12/2024	4-001-5-11-205	REIM MILEAGE	45.29	
595	MCMULLEN,MARY	MARY MCMULLEN	340949	108172 AP	04/12/2024	4-001-5-11-211	KCDAA TRIAL AD SCHOOL PER DIEM	188.00	
595	MCMULLEN,MARY	MARY MCMULLEN	340949	108172 AP	04/12/2024	4-001-5-11-211	KCDAA TRIAL AD SCHOOL PER DIEM	302.84	
595	MCMULLEN,MARY	MARY MCMULLEN	340949	108172 AP	04/12/2024	4-001-5-11-211	KCDAA TRIAL AD SCHOOL PER DIEM	8.60	
						*** VENDOR	595 TOTAL		499.44
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	340950	108173 AP	04/12/2024	4-001-5-01-201	OPK595_K BOCC COPIES	686.66	
2666	MISC REIMBURSEMENTS	ROBERT WEBER	340951	108174 AP	04/12/2024	4-001-5-41-211	PER DIEM - USPAP UPDATE SALINA	54.00	
2666	MISC REIMBURSEMENTS	TRAVIS HUNSECKER	340952	108175 AP	04/12/2024	4-001-5-41-211	PER DIEM USPAP UPDATE SALINA	54.00	
						*** VENDOR	2666 TOTAL		108.00
490	POOR RICH	POOR RICHARDS	340957	108180 AP	04/12/2024	4-001-5-19-301	160412 JURY PAMPHLETS	790.00	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-01-301	6310540 BOCC OFFICE SUPPLIES	271.36	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-28-301	5643954 HUMAN RESOURCES OFFICE	61.17	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-28-301	5643954 HUMAN RESOURCES OFFICE	21.59	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-28-301	5643954 HUMAN RESOURCES OFFICE	31.99	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-28-301	5643954 HUMAN RESOURCES OFFICE	56.77	
7098	QUILL CORP	QUILL CORP	340959	108182 AP	04/12/2024	4-001-5-28-301	5643954 HUMAN RESOURCES OFFICE	26.99	
						*** VENDOR	7098 TOTAL		469.87
103	RESTITUTIO								
						*** VENDOR	103 TOTAL		1,916.96
6148	SHERIFF	LEAV CO SHERIFF DEPT	340969	108192 AP	04/12/2024	4-001-5-11-503	LAW ENF FEES - 23-2520	100.00	
25081	SHRED-IT	STERICYCLE, INC	340970	108193 AP	04/12/2024	4-001-5-07-208	1000710061 SHREDIT SHERVICE FO	198.60	
113	SUMNERONE INC	SUMNERONE INC	340971	108194 AP	04/12/2024	4-001-5-19-204	50ULC08 COURT CLERKS FRONT COP	103.57	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	340972	108195 AP	04/12/2024	4-001-5-19-214	100492 FILE RETRIEVAL CHARGES	14.84	
651	USIC HOLDINGS	USIC HOLDING INC	340973	108196 AP	04/12/2024	4-001-5-18-213	LVCOKS01 KS - FIBER LOCATES	265.50	
651	USIC HOLDINGS	USIC HOLDING INC	340973	108196 AP	04/12/2024	4-001-5-18-213	LVCOKS01 KS FIBER LOCATING	780.58	

warrants by vendor

START DATE: 04/06/2024 END DATE: 04/12/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
								*** VENDOR	651 TOTAL	1,046.08
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-05-215	WATER SVC EMS 9101		76.05	
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-05-215	WATER SVC EMS ADMIN (119.49)		59.75	
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-14-220	WATER SVC COURTHOUSE		678.80	
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-32-392	WATER SVC JUSTICE CENTER		3,300.03	
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-33-392	WATER SVC CUSHING 2 METERS		71.98	
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-001-5-33-392	WATER SVC CUSHING 2 METERS		301.75	
								*** VENDOR	2 TOTAL	4,488.36
100	WITNESS LIST									

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
100	WITNESS LIST									
								*** VENDOR	100 TOTAL	2,086.19
								TOTAL FUND 001		42,360.05
6539	MTI SECURITY	A&M SECURITY SOLUTIONS INC	340953	108176 AP	04/12/2024	4-108-5-00-219	HEALTH DEPT MONOTORING TO 6/30	60.00		
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	340958	108181 AP	04/12/2024	4-108-5-00-606	3129 TELEPHONE INTERPRETING SE	25.00		
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-108-5-00-219	WATER SVC HEALTH DEPT	44.81		
2	WATER DEPT	WATER DEPT	340974	108197 AP	04/12/2024	4-108-5-00-606	WATER SVC HEALTH DEPT	14.93		
								*** VENDOR	2 TOTAL	59.74
								TOTAL FUND 108		144.74
24545	CDW GOVERN	CDW GOVERNMENT INC	340874	108097 AP	04/12/2024	4-115-5-00-409	3773122 HARDWARE	50.01		
24545	CDW GOVERN	CDW GOVERNMENT INC	340874	108097 AP	04/12/2024	4-115-5-00-409	3773122 HARDWARE/SOFTWARE	10,922.71		
24545	CDW GOVERN	CDW GOVERNMENT INC	340874	108097 AP	04/12/2024	4-115-5-00-409	3773122 HARDWARE/SOFTWARE	1,721.70		
24545	CDW GOVERN	CDW GOVERNMENT INC	340874	108097 AP	04/12/2024	4-115-5-00-409	3773122 SOFTWARE	3,773.37		
								*** VENDOR	24545 TOTAL	16,467.79
								TOTAL FUND 115		16,467.79
113	SUMNERONE INC	SUMNERONE INC	340971	108194 AP	04/12/2024	4-126-5-00-321	50COL COPIES - ADT COMM CORR	91.13		
								TOTAL FUND 126		91.13
461	LEAV CO CO	LEAV CO COOP	340944	108167 AP	04/12/2024	4-133-5-00-304	4-7 FUEL, FLUIDS/LUBE	62,778.43		
461	LEAV CO CO	LEAV CO COOP	340944	108167 AP	04/12/2024	4-133-5-00-310	4-7 FUEL, FLUIDS/LUBE	875.00		
								*** VENDOR	461 TOTAL	63,653.43
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	340954	108177 AP	04/12/2024	4-133-5-00-361	4-12 166713 TRAP ROCK	56,064.29		
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	340954	108177 AP	04/12/2024	4-133-5-00-361	4-12 166713 TRAP ROCK	14,927.87		
								*** VENDOR	781 TOTAL	70,992.16
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	13.20		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	152.80		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	24.37		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	16.67		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	13.23		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	74.84		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	29.98		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	16.67		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	35.21		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	187.60		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	122.25		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	33.00		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	38.44		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	139.99		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	167.11-		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	84.12		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	19.85		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	47.64		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	20.55		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	47.64-		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	25.08		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-8 19615 FILTERS, BRAKE KIT,P	25.41		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	85.54		

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	13.20	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	120.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	26.40	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	11.18	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	70.16-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	237.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	627.66	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-133-5-00-360	4-9 19615 AIR FILTERS, WATER P	20.60	
*** VENDOR 11799 TOTAL								1,978.68	
196	OLSSON	OLSSON, INC	340956	108179 AP	04/12/2024	4-133-5-00-213	4-10 019-28310 PROF SVC TO 3.1	1,149.25	
632	RWD 8	RURAL WATER DIST NO 8	340968	108191 AP	04/12/2024	4-133-5-00-214	4-13 WATER METERS AT CO SHOP	94.26	
632	RWD 8	RURAL WATER DIST NO 8	340968	108191 AP	04/12/2024	4-133-5-00-214	4-13 WATER METERS AT CO SHOP	273.59	
*** VENDOR 632 TOTAL								367.85	
TOTAL FUND 133								138,141.37	
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113	SUMNERONE INC	SUMNERONE INC	340971	108194 AP	04/12/2024	4-136-5-00-223	50COL COPIES JUV COMM CORR	18.16	
113	SUMNERONE INC	SUMNERONE INC	340971	108194 AP	04/12/2024	4-136-5-00-243	50COL COPIES JUV COMM CORR	18.18	
113	SUMNERONE INC	SUMNERONE INC	340971	108194 AP	04/12/2024	4-136-5-00-301	50COL COPIES JUV COMM CORR	18.16	
*** VENDOR 113 TOTAL								54.50	
TOTAL FUND 136								54.50	
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434	HAMM QUARR	HAMM QUARRIES	340880	108103 AP	04/12/2024	4-137-5-00-312	4-3 300467 BEDDING ROCK	4,036.63	
434	HAMM QUARR	HAMM QUARRIES	340880	108103 AP	04/12/2024	4-137-5-00-312	4-3 300467 BEDDING ROCK	1,552.43	
*** VENDOR 434 TOTAL								5,589.06	
461	LEAV CO CO	LEAV CO COOP	340944	108167 AP	04/12/2024	4-137-5-00-304	4-1 DYED DIESEL	12,987.78	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	11.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	515.31	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	6.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	117.20	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	49.45	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	340955	108178 AP	04/12/2024	4-137-5-00-320	4-2 19615 FULTERS, BATTERY TER	149.84	
*** VENDOR 11799 TOTAL								850.55	
TOTAL FUND 137								19,427.39	
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19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	340938	108161 AP	04/12/2024	4-144-5-00-3	COA PALS - PET FOOD	33.85	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	340938	108161 AP	04/12/2024	4-144-5-00-3	COA PALS - PET FOOD	6.77-	
*** VENDOR 19474 TOTAL								27.08	
TOTAL FUND 144								27.08	
-----									
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-145-5-00-201	CO ON AGING PAPER, JANITORIAL/	267.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-145-5-00-255	CO ON AGING PAPER, JANITORIAL/	145.98	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-145-5-00-301	CO ON AGING PAPER, JANITORIAL/	173.95	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	340945	108168 AP	04/12/2024	4-145-5-00-345	CO ON AGING PAPER, JANITORIAL/	154.19	
*** VENDOR 4755 TOTAL								741.12	
2111	LIFTOFF	LIFTOFF, LLC	340827	108067 AP	04/09/2024	4-145-5-00-203	OFFICE 365 FOR COA TRANSPORTAT	360.00	
TOTAL FUND 145								1,101.12	
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1971	CAROLINA SOFTWARE	CAROLINA SOFTWARE	340873	108096 AP	04/12/2024	4-160-5-00-263	WASTEWORCS SOFTWARE SUPPORT TO	500.00	
461	LEAV CO CO	LEAV CO COOP	340944	108167 AP	04/12/2024	4-160-5-00-304	DIESEL FUEL - TRANSFER STATION	700.89	
17209	REDDI SERV	REDDI SERVICES	340960	108183 AP	04/12/2024	4-160-5-00-263	SOLID WASTE - MONTHLY SEPTIC -	350.00	
6917	RWD 1	RURAL WATER DIST #1	340967	108190 AP	04/12/2024	4-160-5-00-210	WATER SVC SOLID WASTE	27.77	
2007	WIRENUTS	WIRENUTS	340975	108198 AP	04/12/2024	4-160-5-00-213	586990012811238 NETWORK PIN OU	112.00	

START DATE: 04/06/2024 END DATE: 04/12/2024

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							TOTAL FUND 160	1,690.66
1737	AT&T-CAROL STREAM IL	AT&T	340868	108091 AP	04/12/2024	4-174-5-00-210	KDOT SITE BONNER		366.30		
1737	AT&T-CAROL STREAM IL	AT&T	340868	108091 AP	04/12/2024	4-174-5-00-210	KDOT SITE BONNER		437.76		
									*** VENDOR	1737 TOTAL	804.06
									TOTAL FUND 174		804.06
18885	HAYNES EQU	HAYNES EQUIPMENT CO	340882	108105 AP	04/12/2024	4-210-5-00-2	SEWER DIST 1 SVD CALL NICOLE L		763.93		
18885	HAYNES EQU	HAYNES EQUIPMENT CO	340882	108105 AP	04/12/2024	4-210-5-00-2	SEWER DIST 1 SVC CALL NICOLE L		250.00		
									*** VENDOR	18885 TOTAL	1,013.93
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	340939	108162 AP	04/12/2024	4-210-5-00-2	08-LVPWD01 LOCATES		1.20		
									TOTAL FUND 210		1,015.13
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340986	122	04/12/2024	4-212-5-00-2	ELEC SVC DEWER DIST 2		234.39		
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340986	122	04/12/2024	4-212-5-00-2	ELEC SVC DEWER DIST 2		39.02		
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340986	122	04/12/2024	4-212-5-00-2	ELEC SVC DEWER DIST 2		31.94		
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340986	122	04/12/2024	4-212-5-00-2	ELEC SVC DEWER DIST 2		76.26		
									*** VENDOR	8686 TOTAL	381.61
18885	HAYNES EQU	HAYNES EQUIPMENT CO	340882	108105 AP	04/12/2024	4-212-5-00-3	SERWER DIST 2 GROMMETS		32.40		
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	340939	108162 AP	04/12/2024	4-212-5-00-2	08-LVPWD01 LOCATES		2.40		
									TOTAL FUND 212		416.41
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	340986	122	04/12/2024	4-218-5-00-2	ELEC SVC SEWER DIST 5		127.03		
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	340939	108162 AP	04/12/2024	4-218-5-00-2	08-LVPWD01 LOCATES		1.20		
									TOTAL FUND 218		128.23
2570	BOND ESCROW REFUND	SCOTT & CHERYL KIRKENDOLL	340870	108093 AP	04/12/2024	4-503-5-00-2	REF ENTRANCE PERMIT BAUSERMAN		100.00		
2570	BOND ESCROW REFUND	DANIEL O'BRIEN	340871	108094 AP	04/12/2024	4-503-5-00-2	REF ENTRANCE PERMIT 163RD ST		100.00		
									*** VENDOR	2570 TOTAL	200.00
									TOTAL FUND 503		200.00
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	340780	108020 AP	04/09/2024	4-510-2-00-942	APRIL DENTAL PREMIUMS		19,098.88		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	340780	108020 AP	04/09/2024	4-510-2-00-942	APRIL DENTAL PREMIUMS		296.46		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	340780	108020 AP	04/09/2024	4-510-2-00-942	APRIL DENTAL PREMIUMS		1,922.98		
									*** VENDOR	1504 TOTAL	21,318.32
758	GUARDIAN	THE GUARDIAN LIFE INSURANCE CO	340782	108022 AP	04/09/2024	4-510-2-00-961	SHORT TERM DISABILITY APRIL PR		9,158.22		
1485	RELIANCE STANDARD	RELIANCE STANDARD	340828	108068 AP	04/09/2024	4-510-2-00-962	GL144512 GROUP AND VOLUNTARY L		1,594.44		
1485	RELIANCE STANDARD	RELIANCE STANDARD	340828	108068 AP	04/09/2024	4-510-2-00-965	GL144512 GROUP AND VOLUNTARY L		3,011.08		
									*** VENDOR	1485 TOTAL	4,605.52
									TOTAL FUND 510		35,082.06
										TOTAL ALL CHECKS	257,151.72



TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	42,360.05
108	COUNTY HEALTH	144.74
115	EQUIPMENT RESERVE	16,467.79
126	COMM CORR ADULT	91.13
133	ROAD & BRIDGE	138,141.37
136	COMM CORR JUVENILE	54.50
137	LOCAL SERVICE ROAD & BRIDGE	19,427.39
144	PALS (PETS AND LOVING SENIORS	27.08
145	COUNCIL ON AGING	1,101.12
160	SOLID WASTE MANAGEMENT	1,690.66
174	911	804.06
210	SEWER DISTRICT 1: HIGH CREST	1,015.13
212	SEWER DISTRICT 2: TIMBERLAKES	416.41
218	SEWER DIST #5	128.23
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	35,082.06
	TOTAL ALL FUNDS	257,151.72

**CONSENT AGENDA 4/17/2024**  
**CHECKS 4/5- 4/12**

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

# Leavenworth County Request for Board Action

**Date:** April 4<sup>th</sup>, 2024

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** WLN

**Additional Reviews as needed:**

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

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**Action Requested:** Approve Finney and Turnipseed's contract for Construction Engineering Services for bridge A-49 on 211<sup>th</sup> Street.

**Analysis:** Public Works advertised for proposals and cost estimates for construction engineering services for this project. Only one proposal was received. Finney and Turnipseed previously reviewed this bridge's design plans for the county to correct the inadequate design completed by Benesch. They included 9 hours per day for all working days in their cost estimate. They were the only firm that submitted on both A-49 and T-34 being advertised to keep our contracting work consistent.

**Alternatives:** Deny

**Budgetary Impact:** \$59,250

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

**Additional Attachments:** Contract

**LEAVENWORTH COUNTY  
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR  
ENGINEERING SERVICES**

THIS AGREEMENT, is between the Board of County Commissioners, Leavenworth County, Kansas (Owner) and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. (Engineer);

**WITNESSETH:**

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services for the replacement of 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49. These services include providing construction inspection for steel piling, steel erection, concrete, reinforcing steel, concrete pavement, earthwork compaction, guardrail and asphalt approach roadways for the 211<sup>th</sup> Street over Tributary to Stranger Creek (the Project);

and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas and the codes of Leavenworth County, Kansas.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the Leavenworth County Standard Road Construction and Storm Water Drainage Standards and the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, latest editions.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

**ARTICLE 5 – OWNER’S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

**ARTICLE 6 - SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

**ARTICLE 7 - PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

**ARTICLE 8 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

**ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the

property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

**ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

**ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
610 SW 10<sup>th</sup> Street, Suite 200  
Topeka, Kansas 66612-1674  
(785) 235-2394

Owner: Board of County Commissioners  
Leavenworth County Department of Public Works  
300 Walnut Street, Suite 007  
Leavenworth Ks, 66048-2815  
(913) 684-0470

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.



**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

**ARTICLE 23 – RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

THE BOARD OF COUNTY COMMISSIONERS  
LEAVENWORTH COUNTY, KANSAS

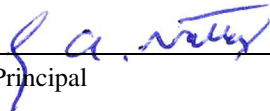
\_\_\_\_\_  
Chairman

ATTEST:

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

\_\_\_\_\_  
Date

Finney & Turnipseed  
Transportation & Civil Engineering, L.L.C.

By:   
Principal

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49

**SCOPE OF SERVICES**

The project is specifically defined below:

Construction Inspection of the replacement of the 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49.

The Engineer agrees to provide the following engineering services.

**BASIC SERVICES – CONSTRUCTION**

1. Attend the preconstruction meeting.
2. Provide one full-time inspector needed for the duration of the project to observe work in progress in accordance with the contract documents and ensure that completed work will conform to the contract requirements.
3. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
4. The inspector shall maintain all required records of the system installation to include locations of facilities, project log, Contractor activities, working days, visitors, and testing in accordance with KDOT.
5. Notification Process: The inspector shall maintain a log of contacts, communications, and complaints of the citizens and the Contractor initiated contacts of citizens during the construction of the project.
6. Reporting: The inspector shall provide a weekly report to the Project Manager on the progress and anticipated work and shall prepare a monthly pay estimate of completed work. The resident inspector shall record the results of all required testing as specified and provide drafts of all required reports to the County.
7. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
8. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
9. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
10. Engineer shall provide and keep field and quantity diaries on hard cover books.
11. Engineer shall provide electronic as-builts in pdf format.

12. To accept compensation for services described in 1 through 11, Basic Services – Construction in the amounts and at such periods of time as hereinafter setforth in Attachment B.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule , character of construction or method of financing; and revising previously accepted studied, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
 Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
 Project Name: 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49

**COMPENSATION**

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. Compensation includes Basic Services – Construction Items 1 through 10 described in Attachment A, a maximum fee in the amount not to exceed Fifty-Nine Thousand Two Hundred and Fifty dollars (\$59,250.00) at the following rates.

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$ 135.00
Engineer B	\$ 105.00
Engineer Technician A	\$ 66.00
Technician B	\$ 65.00
Mileage -----	\$ 0.65 per mile
Prints -----	Actual Cost
Miscellaneous Testing -----	Actual Cost

Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
  1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
  2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49

**OWNER'S RESPONSIBILITIES**

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all survey records, reports, maps, ownership data and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one Leavenworth County employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notice to proceed to the Engineer for the services.

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49

**SUPPLEMENTAL AGREEMENTS**

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 211<sup>th</sup> Street over Tributary to Stranger Creek /County Bridge A-49

**PROJECT SCHEDULE**

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for various stages of the project as detailed below. As each actual date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual date shall be documented. After final completion date, Engineer and Owner shall meet to evaluate Engineer's performance regarding schedule.

1. Schedule. Engineer will make submittals to Owner based on the following schedule:
  - a. As per the Contract and Contractor's schedule to provide the required inspection of the work.



# Leavenworth County Request for Board Action

**Date:** April 4<sup>th</sup>, 2024

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** WLN

**Additional Reviews as needed:**

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

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**Action Requested:** Approve Finney and Turnipseed's contract for Construction Engineering Services for bridge T-34 on 219<sup>th</sup> Street.

**Analysis:** Public Works advertised for proposals and cost estimates for construction engineering services for this project. Two proposals were received. The Board of County Commissioners previously accepted Finney and Turnipseed's proposal and staff issued them a notice to proceed to prepare this contract. Finney and Turnipseed previously reviewed this bridge's design plans for the county to correct the inadequate design completed by Benesch. They included 9 hours per day for all working days in their cost estimate. They were the only firm that submitted on both T-34 and A-49 being advertised to keep our contracting work consistent.

**Alternatives:** Deny

**Budgetary Impact:** \$59,250

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

**Additional Attachments:** Contract

**LEAVENWORTH COUNTY  
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR  
ENGINEERING SERVICES**

THIS AGREEMENT, is between the Board of County Commissioners, Leavenworth County, Kansas (Owner) and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. (Engineer);

**WITNESSETH:**

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services for the replacement of 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34. These services include providing construction inspection for steel piling, steel erection, concrete, reinforcing steel, concrete pavement, earthwork compaction, guardrail and asphalt approach roadways for the 219<sup>th</sup> Street over Jarbalo Creek (the Project);

and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

**ARTICLE 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be \_\_\_\_\_

**ARTICLE 2 - GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Kansas and the codes of Leavenworth County, Kansas.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER**

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the Leavenworth County Standard Road Construction and Storm Water Drainage Standards and the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, latest editions.

**ARTICLE 4 - COMPENSATION**

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

**ARTICLE 5 – OWNER’S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

**ARTICLE 6 - SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

**ARTICLE 7 - PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

**ARTICLE 8 - STANDARD OF CARE**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

**ARTICLE 9 - INDEMNIFICATION AND INSURANCE**

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

**ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

**ARTICLE 12 - REUSE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

**ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the

property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

**ARTICLE 14 - TERMINATION**

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

**ARTICLE 15 - DELAY IN PERFORMANCE**

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

**ARTICLE 16 - COMMUNICATIONS**

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
610 SW 10<sup>th</sup> Street, Suite 200  
Topeka, Kansas 66612-1674  
(785) 235-2394

Owner: Board of County Commissioners  
Leavenworth County Department of Public Works  
300 Walnut Street, Suite 007  
Leavenworth Ks, 66048-2815  
(913) 684-0470

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

**ARTICLE 17 - WAIVER**

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**ARTICLE 19 - INTEGRATION**

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

**ARTICLE 21 - ASSIGNMENT**

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

**ARTICLE 22 - THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.



**ARTICLE 23 – RELATIONSHIP OF PARTIES**

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

THE BOARD OF COUNTY COMMISSIONERS  
LEAVENWORTH COUNTY, KANSAS

\_\_\_\_\_  
Chairman

ATTEST:

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

\_\_\_\_\_  
Date

Finney & Turnipseed  
Transportation & Civil Engineering, L.L.C.

By:   
Principal

**ATTACHMENT A  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34

**SCOPE OF SERVICES**

The project is specifically defined below:

Construction Inspection of the replacement of the 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34.

The Engineer agrees to provide the following engineering services.

**BASIC SERVICES – CONSTRUCTION**

1. Attend the preconstruction meeting.
2. Provide one full-time inspector needed for the duration of the project to observe work in progress in accordance with the contract documents and ensure that completed work will conform to the contract requirements.
3. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
4. The inspector shall maintain all required records of the system installation to include locations of facilities, project log, Contractor activities, working days, visitors, and testing in accordance with KDOT.
5. Notification Process: The inspector shall maintain a log of contacts, communications, and complaints of the citizens and the Contractor initiated contacts of citizens during the construction of the project.
6. Reporting: The inspector shall provide a weekly report to the Project Manager on the progress and anticipated work and shall prepare a monthly pay estimate of completed work. The resident inspector shall record the results of all required testing as specified and provide drafts of all required reports to the County.
7. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
8. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
9. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
10. Engineer shall provide and keep field and quantity diaries on hard cover books.
11. Engineer shall provide electronic as-builts in pdf format.
12. To accept compensation for services described in 1 through 11, Basic Services – Construction in the amounts

and at such periods of time as hereinafter setforth in Attachment B.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule , character of construction or method of financing; and revising previously accepted studied, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34

**COMPENSATION**

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. Compensation includes Basic Services – Construction Items 1 through 10 described in Attachment A, a maximum fee in the amount not to exceed Fifty-Nine Thousand Two Hundred and Fifty dollars (\$59,250.00) at the following rates.

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$ 135.00
Engineer B	\$ 105.00
Engineer Technician A	\$ 66.00
Technician B	\$ 65.00
Mileage -----	\$ 0.65 per mile
Prints -----	Actual Cost
Miscellaneous Testing -----	Actual Cost

Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
  - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
  - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34

**OWNER'S RESPONSIBILITIES**

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all survey records, reports, maps, ownership data and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one Leavenworth County employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notice to proceed to the Engineer for the services.

**ATTACHMENT D  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34

**SUPPLEMENTAL AGREEMENTS**

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E  
TO  
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas  
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.  
Project Name: 219<sup>th</sup> Street over Jarbalo Creek /County Bridge T-34

**PROJECT SCHEDULE**

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for various stages of the project as detailed below. As each actual date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual date shall be documented. After final completion date, Engineer and Owner shall meet to evaluate Engineer's performance regarding schedule.

1. Schedule. Engineer will make submittals to Owner based on the following schedule:
  - a. As per the Contract and Contractor's schedule to provide the required inspection of the work.



# Information Systems Department Quarterly Report

April 11, 2024

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## REPORT PERIOD: FIRST QUARTER 2024

### Budget

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Total Budget	\$760,283.00
Total Expenditures	\$132,119.95
End of Quarter Balance	\$628,163.05

### Personnel

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Department is fully staffed.

### Projects by Department or Category

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#### District Court

Restored the connection of our District Court with OJA, i.e. the Odyssey application. The County and OJA arrived at a temporary compromise wherein OJA agreed to allow the County to utilize our preferred connectivity solution on a trial basis. An MOU from OJA was received and signed off on. The connection has performed reliably for the past two months and has provided the expected levels of visibility and administration that the County had hoped to achieve.

To comply with the MOU, we enabled drive encryption on District Court workstations, segmented their office on the network, created incident response documentation and implemented new password expiration policies. The password expiration policy was applied to all county departments that are not already required to meet KCJIS requirements (which are more restrictive).

OJA created a Cybersecurity Steering Committee which, among other items, was supposed to address the type of connection we had lobbied for and have temporarily been allowed to use. My participation with this committee was requested and with trepidation, I agreed to join. The committee has met twice thus far and the manner of connectivity has not proven to be a priority item. Nothing that has been said by OJA has encouraged me to believe that our current connectivity will be a permanent solution. OJA has provided a draft MOU. In its current state, I would not recommend signing.

#### Cybersecurity

In November of 2024, we secured a one-year subscription for cybersecurity training. The initial awareness training was completed in February. All new employees are enrolled in the training. We anticipate launching some phishing exercises this year, tempering our zeal with respect to the county employee's time and their regular duties.

Created a Security Incident Response Team (SIRT) in accordance with the documentation mentioned in the District Court segment above. This is for collaboration of key players involved with security incidents.

Researched and received a budgetary proposal for SOC (security operations center) services from 22nd Century Technologies, Inc. I had a previous budgetary proposal from another vendor from 2023 for similar services. This information was requested as we were considering applying for SLGP grant funds. No application is being submitted as the grant can only provide funding for the first year of what must be a multi-year obligation. Considering the budgetary situation, the I.S. Department is not in a position to request additional funding for SOC services in 2025.



Kansas Highway Patrol performed a KCJIS audit of Court Services. As LASO (local area security officer) for Court Services, the I.S. Department is part of the audit. Additional audits for the County Attorney's Office and the Sheriff Office are scheduled for later this year.

### **Website Redesign**

The redesign of the county web site was "completed" in January. The process was not without incident. Several post migration problems needed to be resolved and I would have to characterise the redesign process and the vendor's performance as substandard.

### **Endpoint Security**

Researched FortiGuard, Fortinet's endpoint security solution, as our current TrendMicro solution was at the end of its subscription in January. Ultimately decided to renew one more year with TrendMicro while we continue to consider Fortinet as a replacement solution in the future. Changing to Fortinet will likely be the goal as it will have added value considering the other Fortinet products the county currently has as well as the FortiNAC solution planned for implementation later this year.

### **Board of County Commissioners/Administrative Offices**

Replaced the workstations, displays, etc. for the commission and administrative offices. Replaced the displays and video distribution equipment used in the commission meeting room.

### **Buildings and Grounds**

Replaced the workstations, displays, etc.

### **Sheriff's Office**

The Sheriff's Office had agreed to allow an audit of network traffic to/from the PSAP (public safety access point, i.e., dispatch). SecuLor was contracted to provide these services at no charge to the county. In December of 2023, we had allowed the installation of a device that would capture network traffic for the selected endpoints for a week. The device was then retrieved for analysis. As part of this process, SecuLor was to come on-site and report their findings to the Sheriff's Office I.T. and the I.S. Department. The presentation was respectable and no significant vulnerabilities were discovered. A couple of minor items were present though and we implemented the necessary changes within a few days of the presentation. These were relatively harmless items such as disabling LLMNR (link-local multicast name resolution) and NetBios over TCPIP on all county workstations. These items were not being exploited, but they are no longer of any use in an enterprise environment such as ours. Best practices dictates that when you don't need something enabled, disable it. We have disabled them.

### **Network Administration**

Replacing the voice gateway devices necessary for analog phone service, i.e., fax machines.

Replaced the network switches at tower locations used for the wireless bridging connectivity used for remote county facilities such as the County Shop, Tonganoxie Annex, EMS Station 3 and the Transfer Station. Working with Midwest Mobile to get the firmware updated on the radio equipment deployed on the towers.

Had conduit installed to connect the network closets of the Health Department and EMS HQ at the Eisenhower facility. We intend to upgrade the connection of the two from copper wire to fiber optic cable.

**Help Desk Activity (1/1/2023-3/31/2023)**

541 tickets, a decrease of ~5% for the same period of 2023 (570 tickets).

DEPARTMENT	TICKETS
Sheriff's Office	172
District Court	49
Information Systems	37
Treasurer's Office	37
Council on Aging	36
County Attorney's Office	36
EMS	28
Appraiser's Office	26
Public Works	20
Human Resources	16
Register of Deeds	16
Community Corrections	14
Commission	12
Transfer Station	10
Health Department	7
KSU Extension Office	7
GIS	6
Clerk's Office	5
Planning and Zoning Department	5
Weed Department	2
	541

Note: This data represents documented service requests contained within the help desk management system and does not provide a complete view of all activity undertaken by the department.



# COUNTY OF LEAVENWORTH

Department of Buildings and Grounds

## Buildings & Grounds

- **Court House**
  - Treanor HL and Midcontinental have completed investigation
    - Awaiting report on emergency and secondary phase items
- **Community Corrections Building**
  - Open downstairs space for larger activity room.
    - All work completed in house
- **Transfer Station**
  - Buildings and grounds used loader and brush hog to clear around burn pile
  - Drain system for near scale house 2
    - Completed to keep water from under scale
- **EMS/ HD**
  - LED lighting replacement in areas
- **Cushing**
  - Elevator inspections completed by 3<sup>rd</sup> party
  - soffit replacement planned for loading dock
- **Justice Center**
  - Camus hot water boilers have taken the place of the existing AOS tank that failed.
    - The addition on 2 holding tanks and existing hot water boilers savings and added redundancy hot water line for jail.
- **Misc**
  - Grounds work and spraying
  - CIP planning and Budget
- **Sewer Districts**
  - High Crest Grinder replacements and repairs
  - Ginger Creek lift stations cleaned
  - Working with Planning and zoning on property that is under contract in former district that now is under Basehor



# 1st Quarter Report

PLANNING & ZONING

JOHN JACOBSON

## Planning & Zoning Department News

The Planning & Zoning Department has continued to offer exceptional customer service, timely processing of applications and is continuously reviewing and offering amendments to the Zoning and Subdivision Regulations to support development in Leavenworth County.

The department has processed 12 single-family homes, in line with last year's numbers in the first quarter of 2024 and 25 accessory building permits, a slight reduction from Q1 of 2023. Additionally, the department processed 30 development cases, which includes 8 plats, plats are substantially down from 2023. Rezones are substantially higher than this time last year meaning that prospective developers are simply earlier in the development process than is typical.

As a number of policy changes are being proposed by staff that will impact specific land uses and clarify process. The tiering of SUP's and the expansion of the *Home Occupation License* will substantially decrease the overall number of active SUP's and allow a wider range of permitted uses previously restricted in the regulations.

The Department is also responsible for administration of building codes. The department has been active in the code adoption process and expects to have the 2012 Code Series ready for adoption mid-year of 2024. Staff and the Building Code Appeals Board have been meeting regularly since January to establish local amendments and review specific regulations.

Staff have been working towards the completion of the annual review of 2022 Comprehensive Plan Review. Staff worked through proposed changes and additions since the beginning of the year. The annual plan review will focus on the implementation schedule progress and the development of action matrices and formation of a utilities commission.

## Departmental Updates

Departmental staff have been working through case logs and developing changes to regulatory processes. The changes will allow a more thorough field review of development actions and assist current planners with case review. Staff will continue to evaluate and accommodate processes in order to provide the most efficient and comprehensive service possible.

## Applications

The department is continually evaluating all permits, processes and applications for inconsistencies. Staff clarified processes, provided clear information and expectations in order to provide a better experience to developers and applicants. Staff will continue to evaluate the permits and applications to ensure the best product possible. Staff has continued to modify and further clarify our applications. In addition to updating applications for the public, Staff has worked to clarify and adopt internal policies in order to ensure that all applications are evaluated on a clear, concise and consistent basis. This is an ongoing process.

## Joint Review Committee

Since instituting the Joint Review Committee with Planning, Public Works, Survey and legal departments, several policy items relative to the platting process have been identified and clarified by the corresponding department. These process changes are actively implemented where allowable and appropriate. Any substantial changes will be included in the annual policy review for consideration and potentially codification. Having these meetings in place has been a key factor in our Staff being able to continue to provide excellent customer service. In addition to the meetings, Staff continues to work with all respective departments to help facilitate a clear and common goal. Staff is often able to identify potential issues with an application prior to the application being officially submitted which has helped speed up the development process.

## Development Submittal Meeting

Staff has a protocol for a development submittal meeting. This is intended to ensure that the appropriate documents are submitted upon application. In addition to staff level inter-departmental meetings, all associated departments are now participating in pre-application development submittal meetings. These meetings are intended to give the applicant more resources and answer policy questions to address respective application deficiencies before formal submittal.

In the event the appropriate documents are not provided, the application is deemed incomplete and will not be accepted.

The applicant/developer will be informed of the missing items immediately so that they can obtain the appropriate documents and resubmit. Developers are strongly encouraged to schedule a pre-application meeting prior to the deadline in order to provide time to procure any missing documents or address rudimentary regulatory concerns. Upon further review, there may be additional information needed. If so, and the requested information is not provided by the applicant, the submittal is deemed incomplete and cannot move forward for consideration by the appropriate board or commission.

## Regulation Updates

Staff has been active in recommending a number of changes and or clarifications in policy for 2024. A number of text amendments will be presented to the Planning Commission in April. These changes are a result of the annual policy review.

A general annual review of policy occurs at the planning commission level then is forwarded to the BOCC in the first quarter of each year. Policy review is a critical component of administration to verify that the adopted regulations are commensurate with the vision of the comprehensive plan and the intent of the governing body.

## Comprehensive Plan

Although all areas of the current plan have been evaluated for consistency and considered in the annual review, a focus on plan implementation and the development of action matrices have been established as primary goals.

## **Committees**

Planning and Zoning Staff are members of numerous committees, primarily committees spearheaded by the Mid-America Regional Council and the Kansas Department of Transportation. Participation in these committees helps ensure Leavenworth County is up-to-date with funding opportunities, planning initiatives and plan making which may affect Leavenworth County.

### **Building Codes Appeals Board**

This group while serving in its primary function as an appeals board, also serves as an advisory committee to the Board of County Commissioners. The board is in the midst of a new code adoption process. Ideally, a code review is a 4-6-month process. After this review, any local amendments and code body will be sent to the BOCC for review, consideration and finally adoption.

### **Active Transportation Programming Committee (ATPC)**

The Active Transportation Programming Committee oversees federal programs that provide funds to sponsors of transportation projects that benefit pedestrians, bicyclists and other non-motorized transportation users. The committee assists in reviewing project applications and provides recommendations to the Total Transportation Policy Committee (TTPC), Air Quality Forum and MARC Board of Directors. The committee also assists in monitoring and reporting on the progress of funded projects.

### **Bicycle-Pedestrian Advisory Committee**

The Bicycle-Pedestrian Advisory Committee (BPAC) is a regional forum that is briefed on bicycle and pedestrian matters in the Kansas City area. It is one of MARC's planning modal committees that advises the Total Transportation Policy Committee and contributes to MARC's bicycle/pedestrian planning efforts. BPAC also serves an advisory role on certain funding and programming activities administered through the MPO processes.

### **Sustainable Places Policy Committee**

The Sustainable Places Policy Committee provides leadership and policy advice to MARC's Board of Directors in regional sustainable development. Under the guidance of the SPPC, MARC works with local communities to update and implement land-use strategies that support transportation, equity, environment and conservation principles.

### **Air Quality Forum**

The Air Quality Forum is a policy committee comprised of local elected officials, air quality and transportation agency personnel, and business and community group representatives. The Forum reviews regional air quality issues and makes policy recommendations regarding those issues to the MARC Board of Directors and the states of Kansas and Missouri. There are 31 seats on the Forum. Local governments occupy 21 seats, four are held by state air and transportation agencies, three by business and economic development concerns, and three are designated for health and environmental groups.

### **Planning Commission**

The Planning Commission meets on the second Wednesday of each month to hear development cases. Typically, these cases include Special Use Permits, Plats and Rezoning requests. The Planning

Commission is tasked with hearing development cases, and providing a recommendation to the Board of County Commissioners. The Planning Commission also holds work sessions periodically in order to assist staff in amending regulations or to have study sessions to review relevant case law. Staff has begun holding work sessions with the Planning Commission to provide education and guidance for new Commissioners.

### Work Sessions

Work Sessions with the BOCC are held regularly. Staff also holds work sessions with the Planning Commission.

### Development

Development in the County is trending generally static in the Q1 from 2023 numbers for new Single-Family Homes and new accessory structures. While no one can make a viable prediction of eventual new construction performance due to variable market conditions, the number of rezoning’s and tract splits in the last quarter of 2023 indicate a probable rise in plat development actions (buildable lots) in Leavenworth County in 2024. The number of Special Use Permits and variances have continued to decrease. The overall numbers are listed below:

Development Type	2023 1st Quarter Totals	2024 1st Quarter Totals
Single Family Homes	13	12
ADU/Replacement Homes	2	1
Accessory Buildings	32	25
Special Use Permits	1	0
Temporary Special Use Permits	2	1
Rezoning	1	4
Subdivision Plats	16	8
Tract Splits and BLA’s	8	7
Variances	1	0





COUNTY OF LEAVENWORTH  
DEPARTMENT OF PUBLIC WORKS



**1st Quarter 2024 – Public Works- January 2024 to March 2024**

**Road and Bridge**

- ❖ Aggregates Hauled:
  - Rock: 23,341.23 Tons
  - Trap Rock: 8797.94 Tons
  - Asphalt: 227.67 Tons
  - Salt: 664.49 Tons (includes stocking up our salt domes)
  - Sand: 2,134.41 Tons
  
- ❖ Calcium Chloride: 8,248 Gallons
  
- ❖ Culvert Replacements:
  - Entrances-25
  - Crossroad-17

**2024 Budgets- January 2024 to March 2024**

Road and Bridge	YTD \$2,236,656.58	Remaining \$11,221,158.42	83% remaining
Local Service	YTD \$801,541.52	Remaining \$4,079,758.48	84% remaining
Noxious Weed	YTD \$88,967.90	Remaining \$644,733.10	88% remaining
GIS	YTD \$76,156.18	Remaining \$281,843.82	79% remaining

**Personnel: 1st quarter**

- ❖ County Shop/Noxious Weed/GIS: 70 positions total
  - ◆ Full Time – 68 – CURRENTLY ALL FILLED.
  - ◆ IOC Position - 2 of which are currently vacant (Noxious Weed Assistant and Engineering Intern).

**Projects**

- A. 158<sup>th</sup> Street Road Improvement Project – MHS 2004 Design – Linaweaver Construction**
  - i. Retainage was reduced to 3% for seeding. Linaweaver’s request for full release of seeding was denied. Litigation is ongoing.
  - ii. The first deposition was completed.
  
- B. Bridge Replacement Designs (A-49, E-18, F-46, T-34) – Benesch – ARPA Funds**
  - i. A-49 – Ebert Construction contract was approved. **Contractor anticipates a June start.**
  - ii. T-34 – Ebert Construction contract was approved. **Contractor anticipates a June start.**



**COUNTY OF LEAVENWORTH**  
DEPARTMENT OF PUBLIC WORKS



**C. Tonganoxie Road HRRR Safety Improvement Project – MHS design/inspection**

- i. 90/10 cost share grant – High Risk Rural Roads Program
- ii. KDOT pushed the project until to a November 2024 letting.
- iii. Contacted KDOT to determine whether or not our contract with MHS for inspection is valid now that they have been bought out by Benesch. We will be terminating this contract.
- iv. Waterline agreement has been finalized.

**D. Tonganoxie Road HRRR Safety Project – Phase 2 – SMH Design**

- i. Office Check meeting was held with KDOT.

**E. CR30 – 235<sup>th</sup> Street Roadway Improvement Project – Wilson Design**

- i. RWD #9 has been actively replacing the line. I have not received any progress updates from the water district.
- ii. KDOT's agreement for the extension was approved.

**F. ST-26 Bridge Replacement Project – Finney and Turnipseed Design**

- i. Design plans are complete.
- ii. Property acquisition was completed.
- iii. Project will be bid in late summer or fall to ensure that funds are available to pay for construction.

**G. HP-36 Bridge Replacement Project – Finney and Turnipseed Design**

- i. Plans are complete.
- ii. The water district has not potholed their line but do not appear concerned with us hitting it. They said if we find the line during construction they will just move it then.
- iii. Finney and Turnipseed is preparing bid documents. Bid will be advertised in the next 30 days.

**H. K-19 Bridge Replacement Project – Finney and Turnipseed Design**

- i. Design is ongoing.
- ii. Design Topo was completed.
- iii. Met with Finney and Turnipseed to discuss completion times and the possible conflicts of the project with KDOT projects. Project will be bid in December for spring 2025 work.

**I. Box Culvert and Large Culvert Replacement Project – A-6, A-66, H-29, H-30, K-5, K-17, K-37, R-24, SH-63, ST-56, ST-59, ST-60, E-UM4, K-46 – MHS Design – ARPA Funds**

- i. MHS has completed the survey work for all of the sites and is working on design. We have demanded a drop dead completion date of the plans as they are months behind schedule.
- ii. Julius Kaaz Construction is the contractor for ST-59, ST-60, and K-37. K-37 is nearly completed. Kaaz will be mobilizing and closing 20<sup>th</sup> Street in the coming weeks.
- iii. County Crews have completed A-66's replacement. ST-56 was completed.
- iv. K-5 on Happy Hollow Road was completed last week.



COUNTY OF LEAVENWORTH  
DEPARTMENT OF PUBLIC WORKS



- v. MegaKC's is constructing HP-29, HP-30, and SH-63. They have signed an agreement with a landowner to allow access to the properties between the two boxes. This will allow them to do both boxes as cast in place structures at the same time.

**J. 2024 Biannual Bridge Inspections**

- i. Finney and Turnipseed started the biannual bridge inspections are ongoing.

**K. Regional Transportation Capital Improvement Plan and Study – Kimley Horn**

- i. K-5 was selected for \$36M in safety and alignment improvements.

**L. KDOT Local Projects:**

- i. Kansas Cost-Share Program – A grant application was written and submitted for \$1M in funding for Phase 3 of CR30.

**M. Federal Grant Projects:**

- i. Safe Streets for All Study – We are starting to work on the county website page that is required to be created for the project.

## **Noxious Weed**

Noxious Weed 1st quarter update March 26, 2024

2024 Chemical sales have now started to pick up.

Clearing brush out of rights-of-ways, bridges, intersections and culverts.

Boom mowers out cutting back brush.

Finished mowing rights-of-ways with mowers in December

Snow and ice removal on roadways on going

Assist road and bridge in road maintenance

## **Survey Department**

During the last quarter 77 section corners have been recovered and 4 corner reset in Kickapoo Township, see attached map.

Filed 81 new Land Survey Reference Reports for Kickapoo Township.

Filed 5 new Land Survey Reference Reports for Sherman Township.

Set missing corners at South ¼ corner and SW corner of Section 17-12-22 for SH-54 bridge replacement on Golden Road in Sherman Township.

Prepared Easement description and exhibit & staked R/W for A-60 bridge replacement.

R/W staking for rural water district on 235<sup>th</sup> Street project Hollingsworth to Dempsey.

Completed reviews of 22 plats/surveys.

Indexed 130 section corner tie reports.

Uploaded to 195 Surveys & Plats to Survey record database.



**COUNTY OF LEAVENWORTH**  
DEPARTMENT OF PUBLIC WORKS



## Fleet Management

Here are the vehicles from Enterprise that are currently on order:

Enterprise ordered not delivered:

ENT #	New Vehicle#	Old Vehicle#	Department	Year	Make	Model	Vehicle Type
27R3L2	09-18	4 2483Z8	Council on Aging	2022	Ford	Transit 350	Passenger Van with Wheel Chair lift
27DMXF	04-00	04-00 23SLDH	B&G	2024	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
27DMXJ	04-01	04-01 23SLD7	B&G	2024	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
27DMXV	10-08	10-08 23SBRB	Public Works	2024	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
27HFRD	04-03	99 2483ZT	B&G	2024	Ford	F-350	4x4 SD crew cab 179"wb
27DMXT	06-02	06-02 23LTQZ	Solid Waste	2024	Ford	F-250	XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW
27R77Z	09-13	28 2483ZJ	Council on Aging	2024	Chevrolet	Equinox	LS 4dr awd
27R785	09-22	20 2483ZQ	Council on Aging	2024	Chevrolet	Equinox	LS 4dr awd
27RZHN	10-20	2 24842D	Public Works	2024	Ford	F 550	Cab and chassis w/ hyd dump bed
27R77R	02-06	APP1 24842W	Appraiser	2024	Chevy	Equinox	LS 4dr awd
	ADMIN2	ADMIN2)2483ZF	EMS	2024	Ford	Utility Police Int.	Explorer all wheel drive

Nextran/ Mack ordered / not delivered yet:

One 2025 Mack Mechanics truck

One 2025 Mack Sign Truck

Two 2024 Mack Dump Trucks w front plow, wing plow, sander.

Two 2025 Mack Dump Trucks with Front plow, and sander.

American Equipment ordered / not delivered yet:

One salt brine pretreat tank for dump truck

Here are the vehicles from Enterprise have been delivered:

26MJGD	03-05	204b 24842F	Noxious Weed	2023	Chevrolet	5500HD	5500HD	4x4 Crew cab 168"wb Chipper Truck
27L9JM	ADMIN1	ADMIN 1)24842J	EMS	2024	Ford	Utility Police Int.	Explorer all wheel drive	
27KWS4	ADMIN4	ADMIN4)2483ZC	EMS	2023	Ford	Utility Police Int.	Explorer all wheel drive	

16-17	PW misc equip	2023	Barlow/Heartland	22' bumper pull	14000 GVWR Equipment Trailer
06-06	Solid Waste	2024	Mack	GR64B	Roll off truck

# GIS DEPARTMENT

## QUARTERLY REPORT



**GIS DEPARTMENT**

Quarterly Report

**2024 - QUARTER 1**

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# COUNTY OF LEAVENWORTH

## DEPARTMENT OF PUBLIC WORKS



### GIS Department Quarterly Performance

The Leavenworth County GIS department is dedicated to providing precise, up-to-date, and comprehensive maps and geospatial data to assist the county and its residents. We ensure weekly updates to all data, which are promptly accessible via the county's [launched website](#). Additionally, our commitment extends to daily updates on the [Integrity website](#), along with the creation of new data in [PDF, shapefile format, and CAD](#), all provided at no cost.

#### Accomplishments from the End of December 2023 to present

- ✓ All public GIS layers have undergone updates to 2024 on our [GIS web map](#) and [ArcGIS HUB](#). These updates encompass shapefiles and PDFs, enabling easy access and utilization for anyone with an internet connection.
- ✓ Updated the [Single-Family Residential building permit](#) web map for the Planning and Zoning Department and added all permits that were issued in the last three months.
- ✓ Updated the maps on the election website of the Clerk's office.
- ✓ Developed a 3D visualization model for traffic counts in Leavenworth County for the years 2022-2023.
- ✓ Created a slope map for the Planning and Zoning Department, specifically addressing areas (Sensitive Land) with slopes exceeding 10 percent.
- ✓ Updated all businesses throughout the entire county, including those within the city limits. As a result, we now have approximately 1390 businesses.
- ✓ Created a web map for the Planning and Zoning and the Appraiser's Department, focusing on zip codes to serve as a reference during the updating process for each zip code.
- ✓ Updated primary and secondary contacts in our cemetery database and forwarded the changes to Tylor at SAM for updating on our integrity website.
- ✓ Participated in the Operation Green Light Steering Committee with MARC.
- ✓ Removing Ag from ROW filling space within parcels and removing/merging parcel slivers
- ✓ Updated our Fire District #2 layer based on the Interlocal cooperation agreement and sent it to Tylor to update our website. Additionally, I printed new maps for emergency management to reflect changes.
- ✓ Cemetery Research for the Pres. of Reno Cemetery Association
  - Registrar of Deeds research
  - Survey research
  - Updated cemetery layer



# COUNTY OF LEAVENWORTH

## DEPARTMENT OF PUBLIC WORKS



- Soil data research for the appraisers
- ✓ After receiving new section corners from Dan and Scott, I worked on updating the current section corner and quarter section line shapefiles in the north part of the county.
- ✓ 2024 Boundary and Annexation Survey submitted to Census.
- ✓ Created the 2024 Active SUP map for the Planning and Zoning Department.
- ✓ Collaborated with Wendy Dedeke and Lee Ann McKinzie on EMS and the Geo proxy layer.
- ✓ Started developing a website for our Road Record project.
- ✓ Attended Active Transportation Programming Committee meeting with MARC.
- ✓ Collaborated with Mitch, a GIS specialist from Leavenworth City, to resolve some data synchronization problems.
- ✓ The Township layer was added to our Integrity website Per the Planning and Zoning Department.
- ✓ Updated the dispatch folder to update the ProSuite system.
- ✓ Our zip code shape file has been updated based on Census.
- ✓ Ag Changes:
  - Fixed flagged errors in the ag map by working with Travis
  - Updated Ag edit and appraisers fields in all ag changes from 2023 – now (456 changes)
  - Worked on adding the “prepared by “ field and domain options
  - Started splitting out homesites for better quarries
- ✓ Worked on checking section by section for errors not automatically flagged by topology rules.
- ✓ Downloaded newly updated wells data
  - Created map for resource well
  - Created map for water wells
- ✓ Updated parcel data, NG911, and shared it with MARC, ORKA, and PORKA FTP sites.
- ✓ Updated our Capital Improvement Plan (CIP) map based on a table proved by Bill.
- ✓ Updated a zoning map using the approved zoning changes list and created a Grayscale Zoning map for Planning and Zoning.
- ✓ Created a custom map for Tom Cole that showed Parcel acreage greater than 200 and 155 acres with the electrical substation and floodplain.



# COUNTY OF LEAVENWORTH

## DEPARTMENT OF PUBLIC WORKS



- ✓ Drone footage of the completed 158th Rd, 215th St and bridge A-60 and Leavenworth County courthouse building was captured.
- ✓ Quarterly parcel updates (Split, Merge, and BLA) have been sent to the Planning and Zoning and Appraiser's departments.
- ✓ Monthly photos of houses were sent to [SAM](#) for updating on the [Integrity website](#).
- ✓ Updated our Report Layout File (RLF) extension to facilitate updating the land use report.
- ✓ Initiated the process of revising our quarter section polygon shapefile for Easton Township by incorporating the revised section corner points provided by the Survey department.
- ✓ The zoning layer was updated according to resolutions 2023-26, 2024-1, 2024-2, 2024-3, and 2024-4.
- ✓ Rectifying parcel boundary and subdivision errors using the topology tool.
- ✓ Adjusted parcel boundaries by referencing subdivision plats and survey records for improved accuracy.
- ✓ Fixed errors in the AgUse edit map.
- ✓ Created a Patrol Zone map for the City of Basehor per Basehor PD's Captain Oblinger.
- ✓ Visited roads with paved shoulders for a project with MARC:
  - MARC requested trail data to include paved shoulders
  - Tim and Shane visited roads that were marked as potentially meeting criteria based on aerial imagery
  - Trail and shoulder data were submitted to MARC
- ✓ Worked on fixing addressing and topology errors for NG911 data for the end-of-June submission.
- ✓ Processed the sync of NG911 GIS and Parcel data with the LV city.
- ✓ Monthly building permit/address verification
  - Added addresses that were missing
  - Updated a road range to account for the newly added "max" address
- ✓ Over eleven (11) survey records were mapped and added to our GIS database.
- ✓ Seven (7) subdivision Plats were mapped and added to our GIS database and the Appraisal Subdivision layer.
- ✓ Twenty (20) track splits/combinations/boundary line adjustments were made to the appraisal property database.
- ✓ Filled over fifty-seven (57) requests from external organizations and walk-in patrons.
- ✓ Worked with the Registrar of Deeds on parcel correction, deed research, and boundary mapping.
- ✓ Over One hundred twenty-nine (129) new homesites were added to NG911 address points for use by EMS and fire departments and shared with Cities.
- ✓ Three (3) Road centerlines (N 155th St, N 155th CT, and Austin Ct ) were added to NG911 Road Centerlines for use by EMS and fire departments and shared with Cities.



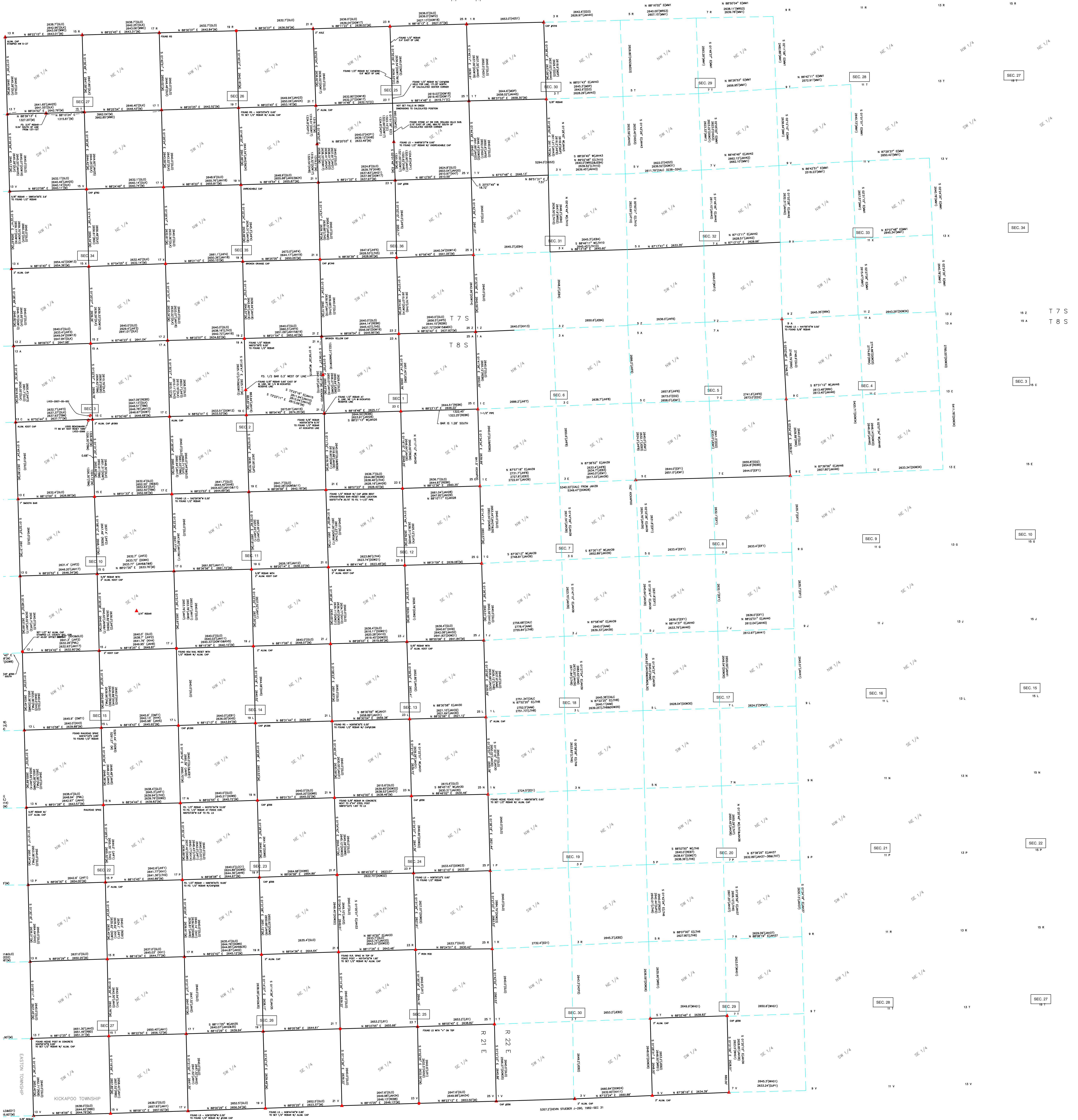


COUNTY OF LEAVENWORTH  
DEPARTMENT OF PUBLIC WORKS



- ✓ Over five (5) Certified Property owner lists were made.
- ✓ Two hundred Twenty-Eight (228) traffic accidents and Seventeen (17) utility Permits.
- ✓ One thousand Ninety-Two (1092) Road Records/Subdivisions were placed in the ROW Database, and Three hundred fifty-two (352) Road Files were created for the ROW Database.
- ✓ Seven hundred thirty-two (732) traffic sign inventory., and Eight (8) right-of-way (ROW) research were done.
- ✓ One hundred and six (106) maps have been archived, and Twenty-two (22) Road plans have been archived.
- ✓ **Tasks in progress for Next Quarter**
  - ↪ Continue working on the Road Record database. This will include Book/Page, Right of Way, Historical Road Names, Dates of Dedication, and a visible GIS Polyline file for documentation.
  - ↪ Continue working on developing our recent Road Record web map.
  - ↪ Pre and post-Project Drone footage.
  - ↪ Continue remapping parcel boundaries based on Plates, survey records, and legal deeds.

R 21 E  
T 22 N



LEGEND - KICKAPOO TOWNSHIP

- ▲ Found Section Corner (1/2" Rebar, unless noted otherwise)
- Set 1/2" Rebar w/ 3" Aluminum Cap, stamped Leavenworth County Section Corner (unless noted otherwise)

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

CERTIFICATION

I certify that this plat map and the survey on which it is based, were prepared and conducted by me or under my direct supervision.

William Noll, PS-1599  
Leavenworth County Surveyor



Scale: 1"=1,200'

Daniel Baumen, PS No 1363  
Leavenworth County Surveyor

Leavenworth County  
Survey Department  
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