

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

June 22, 2022

9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of June 15, 2022
 - b) Approval of the schedule for the week June 27, 2022

- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve Case Number DEV-22-043 & 044 preliminary and final plat for Springfield Farms
- f) Approve Case Number DEV-22-060 final plat for Amber Meadows
- g) Approve Case Number DEV-22-038 & 039 preliminary and final plat for JA Trader
- h) Approve agreement with Finney and Turnipseed for engineering services for bridge HP-36 replacement
- i) Approve agreement with Finney and Turnipseed for engineering services for bridge K-19 replacement
- j) Approve agreement with Finney and Turnipseed for engineering services for bridge ST-26 replacement
- k) Approve agreement with Finney and Turnipseed for engineering services for bridge E-48 replacement

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve Board Order 2022-2, directing tax counsel Roger Marrs to initiate tax lien foreclosure action upon the properties subject to foreclosure due to unpaid delinquent property taxes.
- b) Consider a motion to approve the release of reimbursement funds for the removal of the K-45 bridge structure and K-56 culvert.

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

- a) Executive session to discuss non-elected personnel

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 20, 2022 THE COURTHOUSE IS CLOSED IN OBSERVANCE OF JUNETEENTH

Tuesday, June 21, 2022

12:00 p.m. LCPA meeting

Wednesday, June 22, 2022

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

Thursday, June 23, 2022

Friday, June 24, 2022

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

*****June 15, 2022*****

The Board of County Commissioners met in a regular session on Wednesday, June 15, 2022. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Connie Harmon, Council on Aging Director; Aaron Yoakam, Buildings and Grounds Director; Larry Malbrough, Information Systems Director; John Richmeier, Leavenworth Times

Residents: Ed and Cindy Irvine, Brian Zesiger, Gina Montalbano, Louis Klemp, Joe Herring, Maureen Hernandez

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Mike Smith read a proclamation recognizing World Elder Abuse Awareness Day.

Commissioner Mike Smith read a proclamation recognizing Juneteenth.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, June 15, 2022 as presented.

Motion passed, 5-0.

Maureen Hernandez presented a funding request for Safe Kids in the amount of \$5,000.00.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve funding for Safe Kids in the amount of \$5,000.00.

Motion passed, 5-0.

Larry Malbrough requested to award bid to K&W Underground for the Fiber Loop Project.

A motion was made by Commissioner Kaaz and seconded by Commissioner Doug Smith to approve the bid for K&W Underground for the fiber loop project in the amount not to exceed \$667, 980.00.

Motion passed, 5-0.

Aaron Yoakam requested approval of a multi variant discharge MDV program for Sewer District #1.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve the multi discharge variant MDV program for Sewer District #1.

Motion passed, 5-0.

Bill Noll requested approval of a contract with Kimley Horn for the Regional Transportation Capital Improvement Plan.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to approve the contract with Kimley Horn for the Regional Transportation Capital Improvement Plan in an amount not to exceed \$150,000.00.

Motion passed, 5-0.

Mr. Noll presented an agreement with Benesch that addresses design issues on bridge SH-30.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve an agreement with Benesch addressing the design flaws on bridge SH-30.

Motion passed, 5-0.

Brian Zesiger, Ed Irvine, Cindy Irvine and Louis Klemp commented on non-agenda items.

Commissioner Kaaz reminded everyone of the Juneteenth celebration this Saturday at Dougherty Park.

Commissioner Doug Smith will attend the Fairmount Township budget work session.

Commissioner Stieben will work with Rural Leavenworth Inc. this Saturday to clean up Leavenworth State Lake. He also met with the city of Tonganoxie regarding ARPA funds and the city of Linwood regarding quiet zones.

Commissioner Mike Smith acknowledged the big turnout for the employee appreciation cookout on Friday.

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

Motion passed, 5-0.

The Board adjourned at 10:10 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 27, 2022

Tuesday, June 28, 2022

- 8:00 a.m. Workforce Partnership meeting
12:00 p.m. MARC meeting

Wednesday, June 29, 2022

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

7:00 p.m. Tomahawk Park Phase I Groundbreaking
• Parking at 155th and Chestnut, Basehor, KS

Thursday, June 30, 2022

Friday, July 1, 2022

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: 06/11/2022 END DATE: 06/17/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	328387	98885 AP	06/17/2022	2-001-5-32-209	JUSTICE CENTER SVC CALL-GENERA	422.50	
438	ADVENTHEALTH	ADVENTHEALTH SHAWNEE MISSION	328388	98886 AP	06/17/2022	2-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00	
2529	ALLIED EQUIPMENT	ALLIED EQUIPMENT SUPPLY INC	328389	98887 AP	06/17/2022	2-001-5-07-357	JAIL WASHER REPAIRS	333.04	
249	AMBERWELL	ATCHISON HOSPITAL	328390	98888 AP	06/17/2022	2-001-5-07-206	NEW HIRE PHYSICALS (LVSO)	855.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	328391	98889 AP	06/17/2022	2-001-5-41-202	10052 TRAINING,CONFERENCE,LESS	110.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	328391	98889 AP	06/17/2022	2-001-5-41-211	10052 TRAINING,CONFERENCE,LESS	300.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	328391	98889 AP	06/17/2022	2-001-5-41-211	10052 TRAINING,CONFERENCE,LESS	130.00-	
							*** VENDOR 13088 TOTAL		280.00
18253	AT&T MOBILITY	AT&T MOBILITY	328321	98828 AP	06/15/2022	2-001-5-06-216	WIRELESS MIFI(CODE ENF)	87.06	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	328394	98892 AP	06/17/2022	2-001-5-05-381	113712 EMS STRAP,ALBUTEROL	90.50	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	328394	98892 AP	06/17/2022	2-001-5-05-381	113712 EMS STRAP,ALBUTEROL	66.90	
							*** VENDOR 23537 TOTAL		157.40
2771	BOYD SHAWN APPEALS	SHAWN BOYD	328395	98893 AP	06/17/2022	2-001-5-11-240	APPEAL -IN RESPONSE TO PRO SE	600.00	
11721	DEAF EXPRESSION,INC	DEAF EXPRESSION,INC	328398	98896 AP	06/17/2022	2-001-5-19-221	LEAV02 INTERPRETER 6-14-22	200.44	
11721	DEAF EXPRESSION,INC	DEAF EXPRESSION,INC	328398	98896 AP	06/17/2022	2-001-5-19-221	LEAV02 INTERPRTER 6/14/22 (G&B	202.20	
							*** VENDOR 11721 TOTAL		402.64
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	328400	98898 AP	06/17/2022	2-001-5-07-219	KSLV - INMATE PRESCRIPTIONS -	1,231.92	
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	328401	98899 AP	06/17/2022	2-001-5-11-501	JUNE COURT COSTS	3,804.00	
3998	DREXEL TEC	DREXEL TECHNOLOGIES INC	328402	98900 AP	06/17/2022	2-001-5-18-220	28984 FIBER PROJECT POSTING	132.00	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-001-5-11-253	6-29 516725A FBN4482025 VEH LE	413.25	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-001-5-31-230	6-29 516725A FBN4482025 VEH LE	86.61	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-001-5-41-271	6-29 516725A FBN4482025 VEH LE	1,763.98	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-001-5-53-220	6-29 516725A FBN4482025 VEH LE	375.80	
							*** VENDOR 516725 TOTAL		2,639.64
86	EVERGY	EVERGY KANSAS CENTRAL INC	328322	98829 AP	06/15/2022	2-001-5-07-223	ELEC SVC TO SIRENS (34)	1,202.23	
5824	FRONTIER	FORENSIC MEDICAL HOLDINGS OF K	328404	98902 AP	06/17/2022	2-001-5-11-213	CO ATTORNEY - EXPERT WITNESS	835.69	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	171.18	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	85.59	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	31.20	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	207.69	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	85.59	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	110.00	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	110.00	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	514.74	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	39.78	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	342.36	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	135.51	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	181.50	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	10.80	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	788.80	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	171.18	
971	GALLS	GALLS	328405	98903 AP	06/17/2022	2-001-5-07-350	5289255 SHF UNIFORMS	171.18	
							*** VENDOR 971 TOTAL		3,157.10
83	GRAFIX SHOPPE	M J DONOVAN ENTERPISES, INC	328406	98904 AP	06/17/2022	2-001-5-07-213	VEHICLE GRAPHICS LVSO UNIT 101	209.38	
1941	HALLEY	LAW OFFICE OF E ELAINE HALLEY	328407	98905 AP	06/17/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
191	HOME DEPOT	HOME DEPOT USA	328408	98906 AP	06/17/2022	2-001-5-05-383	1757235 BASIC BATH TISSUE	46.26	
552	HUTTON, ASHLEY	ASHLEY HUTTON	328409	98907 AP	06/17/2022	2-001-5-11-240	APPEAL BRIEF 2019JC113	600.00	
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	3,481.68	
6636	KANSAS GAS	KANSAS GAS SERVICE	328370	98877 AP	06/15/2022	2-001-5-05-215	510614745 2015657 27 GAS TRANS	92.31		
8661	KANSAS SECURED-LV	KANSAS SECURED TITLE - LEAVENW	328411	98909 AP	06/17/2022	2-001-5-09-233	2022 TAX SALE-ORIG 48 PARCELS	6,720.00		
30	KOHL FRANK	FRANK E KOHL	328413	98911 AP	06/17/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
1842	KONE INC	KONE INC	328414	98912 AP	06/17/2022	2-001-5-31-220	N40131062 MAY ELEVATOR MAINTEN	129.86		
1842	KONE INC	KONE INC	328414	98912 AP	06/17/2022	2-001-5-32-262	N40131062 MAY ELEVATOR MAINTEN	519.46		
							*** VENDOR	1842 TOTAL	649.32	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	328415	98913 AP	06/17/2022	2-001-5-07-266	PER CONTRACT MAY 2022	1,362.50		
4579	LEAV CO FA	LEAV CO FAIR ASSN LEAVENWORTH	328416	98914 AP	06/17/2022	2-001-5-04-212	2022 LV CO FAIR BOOTH - REG OF	200.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-001-5-19-301	DIST COURT CLERK - OFFICE SUPP	865.21		
1492	LEE CLINTON	CLINTON W LEE	328418	98916 AP	06/17/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00		
9762	LVPD	LEAVENWORTH POLICE DEPT	328419	98917 AP	06/17/2022	2-001-5-11-503	LAW ENFORCEMENT FEE 20-200	17.00		
17197	MIAMI CO A	MIAMI COUNTY ATTORNEY	328421	98919 AP	06/17/2022	2-001-5-19-222	LV19CR490 REVIEW-ROBINSON	50.00		
2666	MISC REIMBURSEMENTS	ROBERT WEBER	328424	98922 AP	06/17/2022	2-001-5-41-211	PER DIEM KCAAJ CONF WICHITA	28.00		
319	MISSOURI LAWYERS MED	BRIDGE TOWER OPCO,LLC	328425	98923 AP	06/17/2022	2-001-5-19-217	MO LAWYERS MEDIA -LEGAL NOTICE	42.50		
4583	MURRFIELD	MURRFIELD FARM SUPPLY	328426	98924 AP	06/17/2022	2-001-5-53-305	1252 NOX WEED CHEMICALS	18,401.28		
4583	MURRFIELD	MURRFIELD FARM SUPPLY	328426	98924 AP	06/17/2022	2-001-5-53-305	1252 NOX WEED CHEMICALS	10,352.64		
4583	MURRFIELD	MURRFIELD FARM SUPPLY	328426	98924 AP	06/17/2022	2-001-5-53-305	1252 NOX WEED CHEMICALS	9,163.80		
4583	MURRFIELD	MURRFIELD FARM SUPPLY	328426	98924 AP	06/17/2022	2-001-5-53-305	1252 NOX WEED CHEMICALS	12,218.40		
							*** VENDOR	4583 TOTAL	50,136.12	
22502	NE KS CO APPR	NORTHEAST KS COUNTY APPRAISERS	328427	98925 AP	06/17/2022	2-001-5-41-203	DUES - BOB WEBER	15.00		
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	328428	98926 AP	06/17/2022	2-001-5-07-203	M WARD BOND,FILING FEE,STAMP,S	85.00		
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	328428	98926 AP	06/17/2022	2-001-5-07-203	M WARD BOND,FILING FEE,STAMP,S	24.00		
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	328428	98926 AP	06/17/2022	2-001-5-07-203	M WARD BOND,FILING FEE,STAMP,S	7.00		
							*** VENDOR	24927 TOTAL	116.00	
2612	QUALITY REPORTING	QUALITY REPORTING	328432	98931 AP	06/17/2022	2-001-5-19-251	OCR FEES-JURY TRIAL,6/6-6/8 18	848.28		
7098	QUILL CORP	QUILL CORP	328373	98880 AP	06/15/2022	2-001-5-06-301	6310617 PLANNING - OFFICE SUPP	108.32		
103	RESTITUTIO									
							*** VENDOR	103 TOTAL	630.15	
458	ROAD & BRIDGE	LEAV CO PUBLIC WORKS	328439	98938 AP	06/17/2022	2-001-5-23-2	REIM CELL PHONE - ADMINISTRATI	105.43		
22331	ROTH JOSEP	JOSEPH ROTH	328440	98939 AP	06/17/2022	2-001-5-41-270	FINAL BILLING 2022	3,200.00		

warrants by vendor

START DATE: 06/11/2022 END DATE: 06/17/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
587	SE KS EDUCATION	SOUTHEAST KANSAS EDUCATION SER	328323	98830 AP	06/15/2022	2-001-5-25-245	SAFE KIDS DONATION	5,000.00	
2317	SOUTHWEST SOLUTIONS	SOUTHWEST SOLUTIONS OF KANSAS	328441	98940 AP	06/17/2022	2-001-5-19-204	7043 SERVICE AGREEMENT 2022-23	1,709.89	
312	STORMWIND	STORMWIND LLC	328443	98942 AP	06/17/2022	2-001-5-18-202	TRAINING SUB TO 12.2.22	4,950.00	
261	TELEFLEX	TELEFLEX FUNDING LLC	328445	98944 AP	06/17/2022	2-001-5-05-381	1239536 EMS FIELD SUPPLIES	1,115.50	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	328446	98945 AP	06/17/2022	2-001-5-11-210	1000590171 WEST INFORMATION CH	789.85	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-01-302	MAY POSTAGE	6.89	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-02-302	MAY POSTAGE	5.83	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-04-302	MAY POSTAGE	3.35	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-05-302	MAY POSTAGE	601.26	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-06-302	MAY POSTAGE	52.82	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-07-302	MAY POSTAGE	317.83	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-09-232	MAY POSTAGE	3.38	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-14-302	MAY POSTAGE	14.39	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-19-302	APRIL POSTAGE - DIST CT	1,237.45	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-19-302	MAY POSTAGE	2,021.06	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-28-302	MAY POSTAGE	132.15	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-41-302	MAY POSTAGE	358.71	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-49-302	MAY POSTAGE	128.73	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-001-5-53-301	MAY POSTAGE	28.09	
							*** VENDOR	575 TOTAL	4,911.94
100	WITNESS LIST								
							*** VENDOR	100 TOTAL	132.76
							TOTAL FUND 001		113,998.62
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	328431	98930 AP	06/17/2022	2-108-5-00-606	WIC-TELEPHONE INTERPRETING SER	25.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-108-5-00-302	MAY POSTAGE	41.83	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-108-5-00-606	MAY POSTAGE	192.92	
							*** VENDOR	575 TOTAL	234.75
							TOTAL FUND 108		259.75
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-115-5-00-410	6-29 516725A FBN4482025 VEH LE	1,338.03	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-115-5-00-411	6-29 516725A FBN4482025 VEH LE	7.35	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-115-5-00-415	6-29 516725A FBN4482025 VEH LE	266.28	
							*** VENDOR	516725 TOTAL	1,611.66
							TOTAL FUND 115		1,611.66
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	328397	98895 AP	06/17/2022	2-126-5-00-225	1275452 WATER/COOLER RENTAL	42.00	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-126-5-00-221	6-29 516725A FBN4482025 VEH LE	14.77	
7098	QUILL CORP	QUILL CORP	328433	98932 AP	06/17/2022	2-126-5-00-321	5645204 COMM CORR OFFICE SUPPL	153.95	
113	SUMNERONE INC	SUMNERONE INC	328444	98943 AP	06/17/2022	2-126-5-00-321	50COL CANON COPIER	68.06	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-126-5-00-321	MAY POSTAGE	34.03	
							TOTAL FUND 126		312.81
17529	KCCA	KANSAS COMMUNITY CORR ASSN	328412	98910 AP	06/17/2022	2-127-5-00-3	FISCAL YEAR 2023 MEMBERSHIP DU	484.16	
							TOTAL FUND 127		484.16

warrants by vendor

START DATE: 06/11/2022 END DATE: 06/17/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-133-5-00-229	6-29	516725A FBN4482025 VEH LE	6,717.43
6435	KANSAS CIT	KANSAS CITY PETERBILT	328410	98908 AP	06/17/2022	2-133-5-00-360	6-22	48415 EXHAUST GASKET (NO	15.05
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-310	6-26	19615 PARTS,STABILIZER,SH	101.97
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-312	6-25	19615 PARTS,TOOLS,SHOP SU	14.18
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-312	6-25	19615 PARTS,TOOLS,SHOP SU	71.88
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-312	6-26	19615 PARTS,STABILIZER,SH	15.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	107.76
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	12.24
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	29.12
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	37.40
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	512.58
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	6.35
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	29.00
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	29.64
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	188.43
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	585.87-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	24.00
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	12.45
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	322.26
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	24.96
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	14.10
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	37.61-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	75.00-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	53.24
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	24.90
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-25	19615 PARTS,TOOLS,SHOP SU	12.48
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	43.08-
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	11.22
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	10.96
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	119.34
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	247.93
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	495.86
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	107.94
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	77.35
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	45.66
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-360	6-26	19615 PARTS,STABILIZER,SH	150.44
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-365	6-25	19615 PARTS,TOOLS,SHOP SU	15.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-365	6-25	19615 PARTS,TOOLS,SHOP SU	89.99
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-133-5-00-365	6-25	19615 PARTS,TOOLS,SHOP SU	25.98
								*** VENDOR 11799 TOTAL	2,302.03
589	PETROLEUM EQUIP	PETROLEUM EQUIPMENT INC OF KAN	328430	98929 AP	06/17/2022	2-133-5-00-440	6-31	00-LEA0010 PIPING UPGRADE	4,974.68
1675	SPRINT	SPRINT	328442	98941 AP	06/17/2022	2-133-5-00-210	6-30	GPS MOBILITY TELEMETRY+MI	129.99
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-133-5-00-301	6-21	MAY POSTAGE	47.33
								TOTAL FUND 133	14,186.51
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-136-5-00-221	6-29	516725A FBN4482025 VEH LE	14.77
7098	QUILL CORP	QUILL CORP	328433	98932 AP	06/17/2022	2-136-5-00-238	5645204	COMM CORR OFFICE SUPPL	153.96
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-136-5-00-301		MAY POSTAGE	4.36
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-136-5-00-321		MAY POSTAGE	4.36
								*** VENDOR 575 TOTAL	8.72
								TOTAL FUND 136	177.45

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	18.39		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	69.04-		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	55.18-		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	31.06		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	96.96		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	17.40		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	12.42		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	63.78		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	41.10		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	328429	98928 AP	06/17/2022	2-137-5-00-320	6-9 19615 FITTINGS, HORNS, CRI	18.39		
								*** VENDOR	11799 TOTAL	175.28
								TOTAL FUND 137		175.28
559	COBURNCO LLC	CLAY E COBURN III	328396	98894 AP	06/17/2022	2-145-5-00-213	MAY CAR WASH - COUNCIL ON AGIN	11.00		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-145-5-00-230	6-29 516725A FBN4482025 VEH LE	7,228.52		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-145-5-00-255	CO ON AGING:CLASP ENVELOPES, M	16.22		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-145-5-00-301	CO ON AGING:CLASP ENVELOPES, M	40.24		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-145-5-00-345	CO ON AGING -C1 CONSUMABLES	11.94		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-145-5-05-301	CO ON AGING -C1 CONSUMABLES	6.36		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-145-5-07-302	CO ON AGING -C1 CONSUMABLES	.96		
								*** VENDOR	4755 TOTAL	75.72
56	MIRROR	THE TONGANOXIE MIRROR	328422	98920 AP	06/17/2022	2-145-5-00-209	20289 THE MIRROR SUBSCRIPTION	42.00		
2666	MISC REIMBURSEMENTS	DARLENE TADDA	328423	98921 AP	06/17/2022	2-145-5-00-205	MILEAGE FOR DONATION BOXES	54.99		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-145-5-00-302	MAY POSTAGE	147.63		
								TOTAL FUND 145		7,559.86
455	DEERE CREDIT	DEERE CREDIT INC	328399	98897 AP	06/17/2022	2-153-5-00-3	6-1 WHEEL LOADERS PMT 2 OF 5	24,686.82		
455	DEERE CREDIT	DEERE CREDIT INC	328399	98897 AP	06/17/2022	2-153-5-00-3	6-1 WHEEL LOADERS PMT 2 OF 5	24,686.82		
								*** VENDOR	455 TOTAL	49,373.64
								TOTAL FUND 153		49,373.64
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	328449	28	06/17/2022	2-160-5-00-215	6-29 516725A FBN4482025 VEH LE	931.98		
461	LEAV CO CO	LEAV CO COOP	328371	98878 AP	06/15/2022	2-160-5-00-304	MAY FUEL - TRANSFER STATION	2,278.52		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	328447	98946 AP	06/17/2022	2-160-5-00-201	MAY POSTAGE	28.62		
2007	WIRENUTS	WIRENUTS	328448	98947 AP	06/17/2022	2-160-5-00-263	TRANSFER STATION - SVC CALL-AL	45.00		
2007	WIRENUTS	WIRENUTS	328448	98947 AP	06/17/2022	2-160-5-00-263	TRANSFER STATION - SVC CALL-AL	23.95		
2007	WIRENUTS	WIRENUTS	328448	98947 AP	06/17/2022	2-160-5-00-263	TRANSFER STATION - SVC CALL-AL	65.00		
2007	WIRENUTS	WIRENUTS	328448	98947 AP	06/17/2022	2-160-5-00-263	TRANSFER STATION - SVC CALL-AL	15.00-		
								*** VENDOR	2007 TOTAL	118.95
								TOTAL FUND 160		3,358.07
396	ACI BOLAND INC	ACI BOLAND INC	328450	10131 AP	06/16/2022	2-172-5-00-107	ARPA061 2.1 3-21113.00 CUSHING	5,205.13		
396	ACI BOLAND INC	ACI BOLAND INC	328450	10131 AP	06/16/2022	2-172-5-00-107	ARPA062 2.3 3-21113.01 CUSHING	3,809.70		
396	ACI BOLAND INC	ACI BOLAND INC	328450	10131 AP	06/16/2022	2-172-5-00-107	ARPA063 2.4 3-21113.02 CUSHING	3,994.20		
								*** VENDOR	396 TOTAL	13,009.03
196	OLSSON	OLSSON, INC	328451	10132 AP	06/16/2022	2-172-5-00-107	ARPA064 1.3 FIBER OPTIC PROJ	5,000.00		
								TOTAL FUND 172		18,009.03
1991	MARC	MID-AMERICA REGIONAL COUNCIL	328420	98918 AP	06/17/2022	2-174-5-00-210	LEAV-911 MAY COST SHARE	27,700.79		
								TOTAL FUND 174		27,700.79

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	328417	98915 AP	06/17/2022	2-195-5-00-3	COMM CORR TACK BOARDS	37.00		
							TOTAL FUND 195			37.00
1867	REDWOOD TOXICOLOGY	REDWOOD TOXICOLOGY LABORATORY	328434	98933 AP	06/17/2022	2-196-5-00-201	ACCT 112368 CONFIRMATION TESTS	106.16		
							TOTAL FUND 196			106.16
86	EVERGY	EVERGY KANSAS CENTRAL INC	328403	98901 AP	06/17/2022	2-218-5-00-2	ELEC SVC SEWER DIST 5	95.99		
							TOTAL FUND 218			95.99
2570	BOND ESCROW REFUND	BRADLEY AND FELICIA HOLCOMB	328392	98890 AP	06/17/2022	2-503-5-00-2	6-2 REF ENTRANCE PERMIT MILLWO	100.00		
2570	BOND ESCROW REFUND	JASON ESPELAND	328393	98891 AP	06/17/2022	2-503-5-00-2	6-1 REF ENTRANCE PERMIT 198TH	100.00		
							*** VENDOR 2570 TOTAL			200.00
							TOTAL FUND 503			200.00
8500	METLIFE	METLIFE (VISION PLAN)	328372	98879 AP	06/15/2022	2-510-2-00-944	5919453 JUNE VISION PREMIUMS	3,869.61		
8500	METLIFE	METLIFE (VISION PLAN)	328372	98879 AP	06/15/2022	2-510-2-00-944	5919453 JUNE VISION PREMIUMS	2.29-		
							*** VENDOR 8500 TOTAL			3,867.32
							TOTAL FUND 510			3,867.32
							TOTAL ALL CHECKS			241,514.10

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	113,998.62
108	COUNTY HEALTH	259.75
115	EQUIPMENT RESERVE	1,611.66
126	COMM CORR ADULT	312.81
127	COMM CORR ADULT NON GRANT	484.16
133	ROAD & BRIDGE	14,186.51
136	COMM CORR JUVENILE	177.45
137	LOCAL SERVICE ROAD & BRIDGE	175.28
145	COUNCIL ON AGING	7,559.86
153	PUBLIC WORKS,EQUIP.RESERVE FUND	49,373.64
160	SOLID WASTE MANAGEMENT	3,358.07
172	AMERICAN RECOVERY PLAN	18,009.03
174	911	27,700.79
195	JUVENILE DETENTION	37.00
196	DRUG TEST & SUPERVISION FEES	106.16
218	SEWER DIST #5	95.99
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	3,867.32
	TOTAL ALL FUNDS	241,514.10

CONSENT AGENDA 6/22/2022
CHECKS DATED 06/11 - 06/17

******Consent Agenda******

**Leavenworth County
Request for Board Action
Case No. DEV-22-043/044
Preliminary & Final Plat Springfield Farms**

**Date: June 22, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff**

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: The applicants are requesting a Preliminary and Final Plat for a five-lot subdivision. The proposed lots are approximately 10.1 acres to 22.9 acres in size.

Analysis: The applicant is requesting a to create 5-lot subdivision that will access 235th Street. The subdivision ranges in size from 10.1 to 22.9 acres in size. The proposed Springfield Farms subdivision is classified as a Class “C” subdivision with all lots lying within the Rural Growth Area of Leavenworth County. Lot 5 will be a “L-shaped” lot that represents a logical division of the property as it incorporates the presence of the existing tract of land along 235th Street. All access locations for the lots have been added to the face of the plat and all future development on these lots will be required to access at the points marked on the plat. All access points have been reviewed by Public Works and meet Article 41 – Access Management requirements.

According to the memo provided by Jefferson County RWD/RWD 12, a water line will be installed on the property. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660’ of the subdivision.

Recommendation: The Planning Commission voted 9-0 to recommend approval of Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms subject to conditions.

Alternatives:

1. Approve Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA**

CASE NO: DEV-22-043 & 044

STAFF REPORT

June 22, 2022

REQUEST:

Preliminary & Final Plat – Springfield Farms

STAFF REPRESENTATIVE:

JOSHUA GENTZLER
PLANNER II

SUBJECT PROPERTY: 00000 235TH STREET

APPLICANT AGENT:

HERRING SURVEYING COMPANY
315 N. 5TH ST
LEAVENWORTH, KS 66048

PROPERTY OWNER:

10MM LLC – ANDREW SUBER
15264 254th St
LAWRENCE, KS 66044

CONCURRENT APPLICATIONS:

NONE

LEGAL DESCRIPTION:

A tract of land in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the 6th P.M. Leavenworth County, Kansas.

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL (2.5-acre minimum) &
RESIDENTIAL ESTATE

SUBDIVISION: N/A

FLOODPLAIN: N/A

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-043/044, Preliminary and Final Plat for Springfield Farms, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE:

67.2 Acres

PARCEL ID NO:

114-19-0-00-00-005.03

BUILDINGS:

None

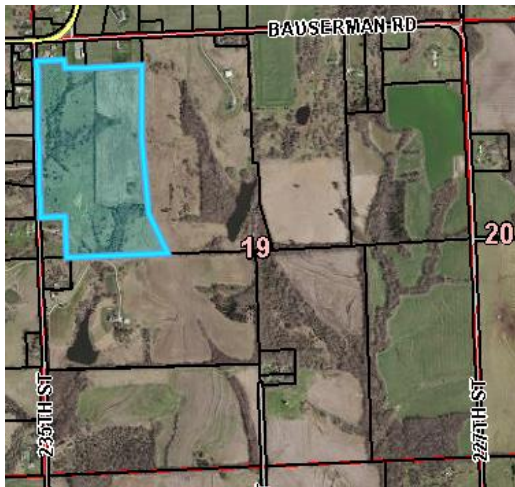
PROJECT SUMMARY:

Request for a Preliminary and Final Plat approval to subdivide property located at 00000 235th Road (114-19-0-00-00-005.03) as Lots 1-5 of Springfield Farms.

ACCESS/STREET:

235th Street, a County arterial road, ± 25' wide

LOCATION MAP:



UTILITIES

SEWER: N/A

FIRE: ALEXANDRIA

WATER: RWD 12

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

N/A

NEWSPAPER NOTIFICATION:

5/18/2022

NOTICE TO SURROUNDING
PROPERTY OWNERS:

N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards	X	
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is requesting a to create 5-lot subdivision that will access 235th Street. The subdivision ranges in size from 10.1 to 22.9 acres in size. The proposed Springfield Farms subdivision is classified as a Class “C” subdivision with all lots lying within the Rural Growth Area of Leavenworth County. Lot 5 will be a “L-shaped” lot that represents a logical division of the property as it incorporates the presence of the existing tract of land along 235th Street. All access locations for the lots have been added to the face of the plat and all future development on these lots will be required to access at the points marked on the plat. All access points have been reviewed by Public Works and meet Article 41 – Access Management requirements.

According to the memo provided by Jefferson County RWD/RWD 12, a water line will be installed on the property. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660’ of the subdivision. (See condition 4.)

Staff is generally in support of the subdivision.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. Denise Eggers – RWD 12, March 22, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
6. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

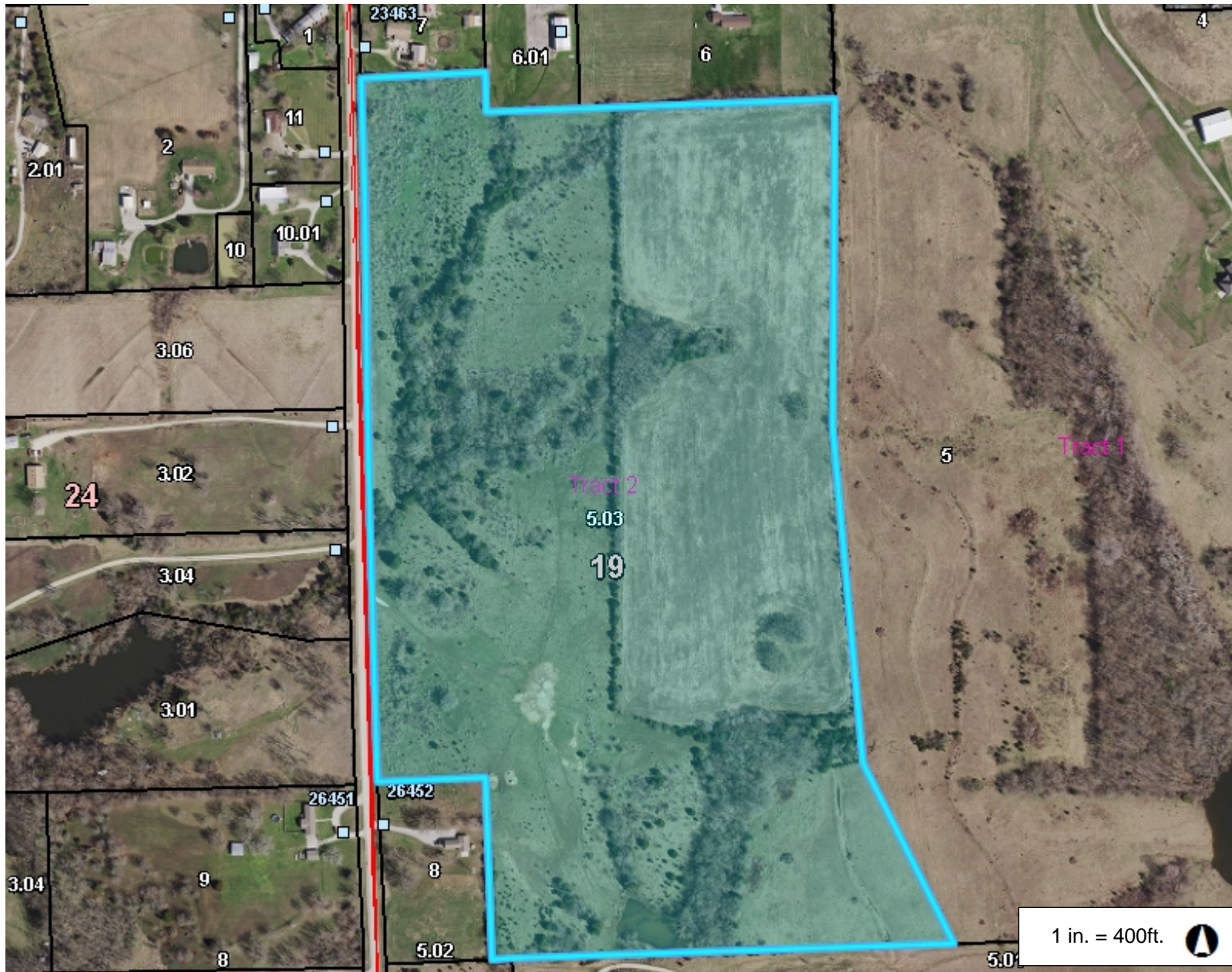
ATTACHMENTS:

A: Application & Narrative

B: Aerial & Zoning Maps

C: Memorandums

DEV-22-043 & 044 Aerial



Legend

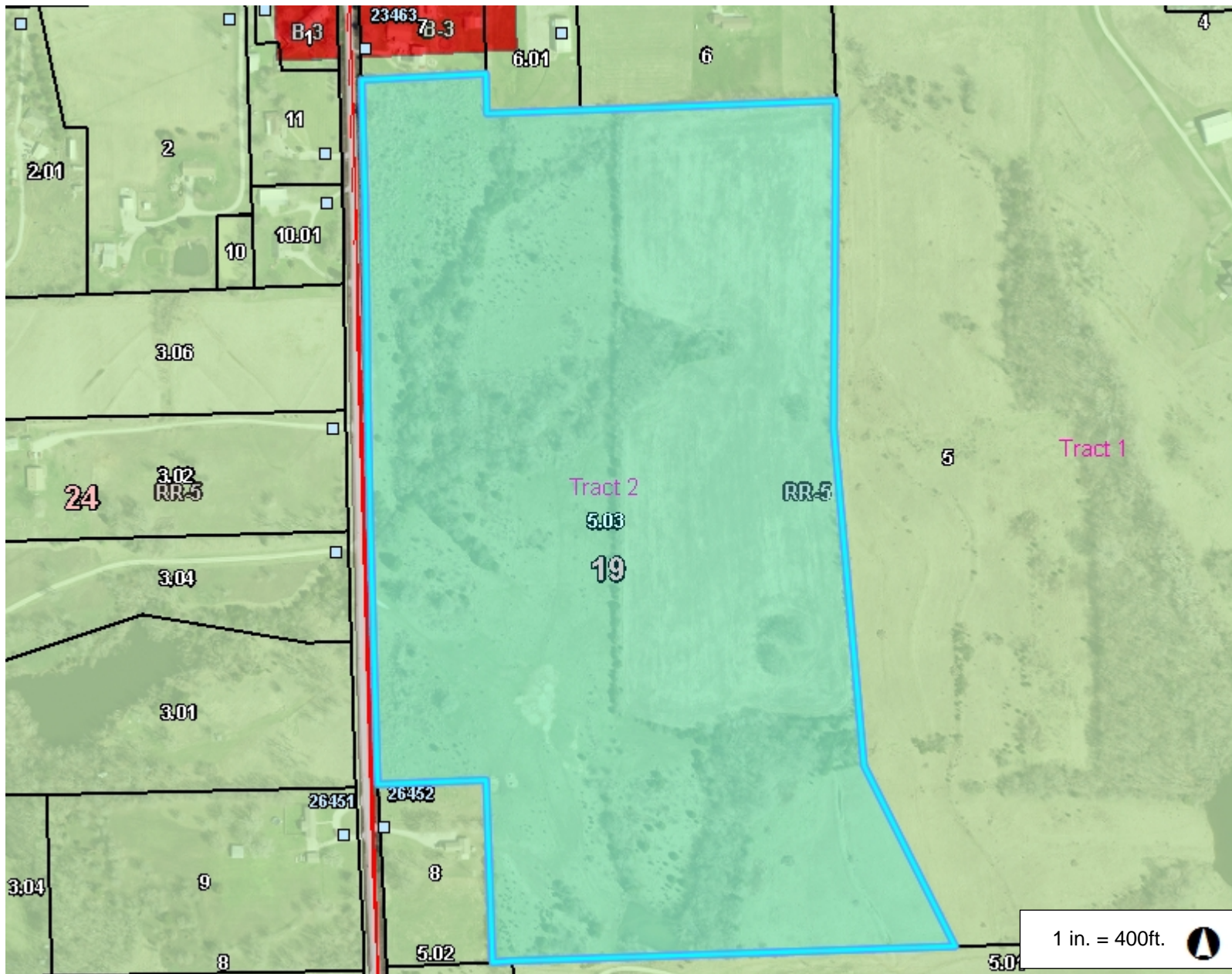
- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⋮ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- ⊕ Railroad
- Section
- Section Boundaries
- County Boundary

Notes

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

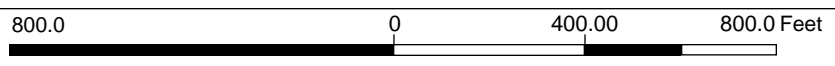
DEV-22-043 & 044 Zoning



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⊞ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- ⊕ Railroad
- Section
- ⊞ Section Boundaries
- ⊞ County Boundary
- Zoning
- B-1
- B-2
- B-3
- I-1
- I-2
- I-3
- MXD
- PC
- PI
- PR-1

1 in. = 400ft.



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

Notes

From: [RURAL WATER DIST](#)
Sent: Tuesday, March 22, 2022 12:28 PM
To: [Gentzler, Joshua](#)
Subject: Re: Review Request - Preliminary/Final Plat for Springfield Farms - DEV-22-043

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

Joshua,
Jf. Co RWD has no objections. We will be installing the water line on the property in the near future.
Thank you,
Denise Eggers

From: "Joshua Gentzler" <JGentzler@leavenworthcounty.gov>
To: "RWD 12 (water12@embarqmail.com)" <water12@embarqmail.com>, "Amanda Holloway" <Amanda.holloway@freestate.coop>, "tonyburr@ymail.com" <tonyburr@ymail.com>, "Magaha, Chuck" <cmagaha@lvsheriff.org>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, "Patzwald, Joshua" <jpatzwald@lvsheriff.org>, "David Van Parys" <DVanParys@leavenworthcounty.gov>
Sent: Monday, March 21, 2022 8:53:04 AM
Subject: Review Request - Preliminary/Final Plat for Springfield Farms - DEV-22-043

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Springfield Farms, for property on 235th street approximately 250 feet south of Springdale Rd/Highway 92.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Friday, March 25.

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

Thank you,

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

--

Denise Eggers, Bookkeeper/Office Mgr.
Jefferson County RWD #12
216 Winchester St.
Winchester, KS 66097

From: [Amanda Tarwater](#)
Sent: Tuesday, March 22, 2022 1:02 PM
To: [Gentzler, Joshua](#)
Subject: Re: Review Request - Preliminary/Final Plat for Springfield Farms - DEV-22-043

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

FreeState Electric has no objection to this request.

Thank you,

Amanda Tarwater
Member Accounts Coordinator



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

From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Date: Monday, March 21, 2022 at 8:53 AM
To: RWD 12 (water12@embarqmail.com) <water12@embarqmail.com>, Amanda Tarwater <amanda.tarwater@freestate.coop>, 'tonyburr@ymail.com' <tonyburr@ymail.com>, Magaha, Chuck <cmagaha@lvsheriff.org>, Miller, Jamie <JMiller@leavenworthcounty.gov>, Patzwald, Joshua <jpatzwald@lvsheriff.org>, Van Parys, David <DVanParys@leavenworthcounty.gov>
Subject: Review Request - Preliminary/Final Plat for Springfield Farms - DEV-22-043

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

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for Springfield Farms, for property on 235th street approximately 250 feet south of Springdale Rd/Highway 92.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Friday, March 25.

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

Thank you,

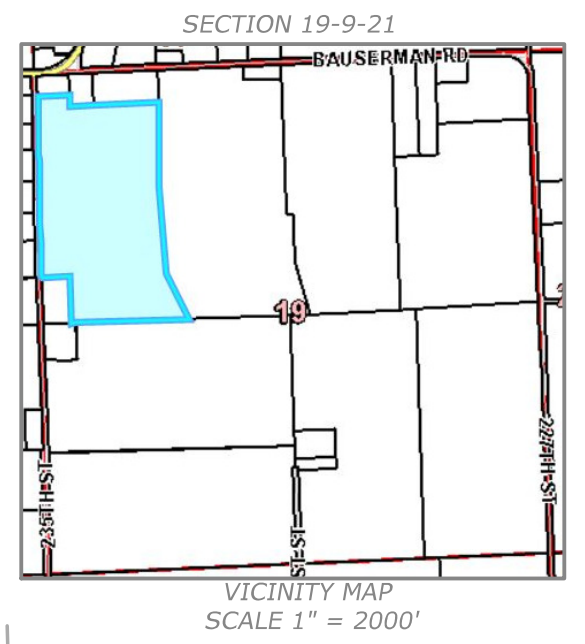
Joshua Gentzler

SPRINGFIELD FARMS

A Minor Subdivision in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

RECORD DESCRIPTION: As per referenced Title Commitment
A tract of land located in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence S 01°51'25" E assumed bearing, along the West line of said Northwest Quarter 250.00 feet for the Point of Beginning; thence continuing along said West line S 01°51'25" E 1901.55 feet; thence N 87°30'59" E parallel with the South line of said Northwest Quarter 330.00 feet; thence S 01°51'25" E parallel with said West line 498.30 feet to said South line; thence N 87°30'59" E along said South line 1229.70 feet; thence N 26°46'00" W 546.01 feet; thence N 05°08'00" W 910.61 feet; thence N 00°24'02" E 866.71 feet; thence S 87°16'29" W 938.57 feet; thence N 01°46'47" W 114.57 feet; thence S 86°55'54" W 374.29 feet to the Point of Beginning, subject to easements of record and public road right-of-way. Shown as Tract 2 on Certificate of Survey recorded July 12, 2019 as Doc. No. 20195031.



- LEGEND:**
- - 1/2" Rebar Set with Cap No. 1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement
 - BM - Benchmark
 - NS - Not Set this survey per agreement with client
 - A - Arc Distance
 - R - Arc Radius
 - B - Chord Bearing
 - C - Chord Distance
 - POB - Point of Beginning
 - POC - Point of Commencing
 - Tree/Brush Line
 - Power Pole
 - X - Fence Line
 - OHP - Overhead Power Lines
 - T - Underground Telephone/Fiber Optic Line
 - Gas Valve
 - Water Meter/Valve
 - Telephone Pedestal
 - W - 6" Water Line - location as per district
 - //// - No Vehicle Entrance Access
 - NS - Not Set this survey per agreement with client

RESTRICTIONS:

- All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- An engineered Waste Disposal System may be required due to poor soil conditions.
- Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- Lots are limited to a single entrance.
- No off-plat restrictions.

ZONING:

RR 5 - Rural Residential 5

NOTES:

- This survey does not show ownership.
- All distances are calculated from measurements or measured this survey, unless otherwise noted.
- All recorded and measured distances are the same, unless otherwise noted.
- Error of Closure - See Error of Closure Calculations
- Basis of Bearing - KS SPC North Zone 1501 West Line Northwest Quarter
- Monument Origin Unknown, unless otherwise noted.
- Proposed Lots for Residential Use.
- Road Record - See Survey
- Benchmark - NAVD83
- Project Benchmark (BM) - SW COR Section 19 - Elev - 990'
- Easements, if any, are created hereon or listed in referenced title commitment.
- Reference Recorded Deed Book 758 Page 777
- Utility Companies -
 - Water - Water District 12
 - Electric - FreeState
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
- Reference Kansas Secured Title File Number TX0016759 updated March 3, 2022
- Property is not in a Special Flood Hazard Area per FEMA FIRN Map 20103C0125G dated July 16, 2015
- Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
- Distances to and of structures, if any, are +- 1'.
- Easements as per referenced Title Commitment are shown hereon, if any.
- Fence Lines do not necessarily denote the boundary line for the property.
- Reference Surveys:
 - SFT - S.F.Tufte Survey Doc # 20195031

I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of January through March 2022 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296



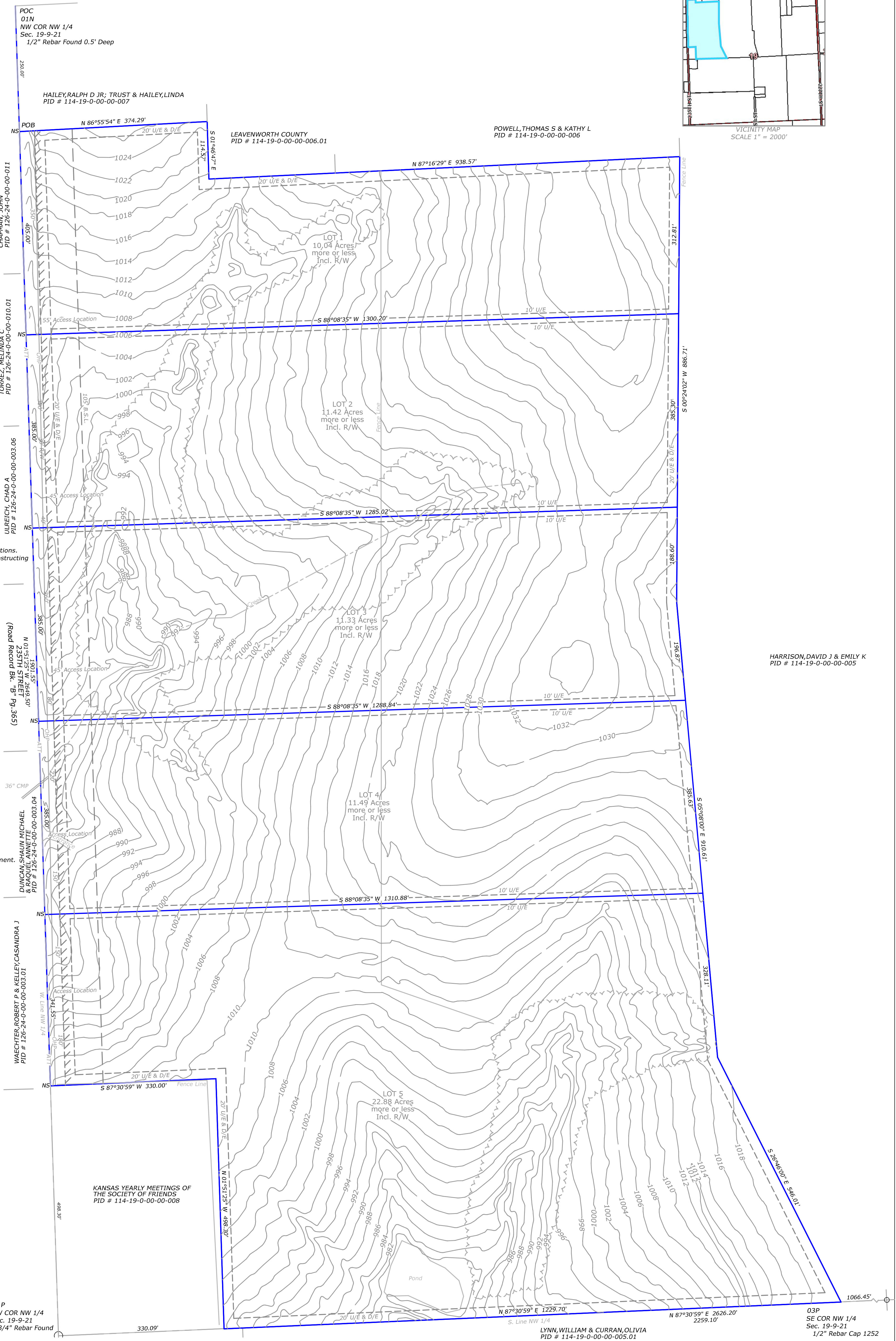
PREPARED FOR:
10MM LLC
15264 254TH ST
LAWRENCE, KS 66044
PID # 114-19-0-00-005.03

Job # K-21-1524
March 11, 2022 Rev. 4/30/22



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

01P
SW COR NW 1/4
Sec. 19-9-21
3/4" Rebar Found



HARRISON, DAVID J & EMILY K
PID # 114-19-0-00-005

KANSAS YEARLY MEETINGS OF
THE SOCIETY OF FRIENDS
PID # 114-19-0-00-008

LYNN, WILLIAM & CURRAN, OLIVIA
PID # 114-19-0-00-005.01

03P
SE COR NW 1/4
Sec. 19-9-21
1/2" Rebar Cap 1252

SPRINGFIELD FARMS

A Minor Subdivision in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

RECORD DESCRIPTION: As per referenced Title Commitment
A tract of land located in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the Sixth P.M., Leavenworth County, Kansas, described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence S 01°51'25" E assumed bearing, along the West line of said Northwest Quarter 250.00 feet for the Point of Beginning; thence continuing along said West line S 01°51'25" E 1901.55 feet; thence N 87°30'59" E parallel with the South line of said Northwest Quarter 330.00 feet; thence S 01°51'25" E parallel with said West line 498.30 feet to said South line; thence N 87°30'59" E along said South line 1229.70 feet; thence N 26°46'00" W 546.01 feet; thence N 05°08'00" W 910.61 feet; thence N 00°24'02" E 886.71 feet; thence S 87°16'29" W 938.57 feet; thence N 01°46'47" W 114.57 feet; thence S 86°55'54" W 374.29 feet to the Point of Beginning, subject to easements of record and public road right-of-way. Shown as Tract 2 on Certificate of Survey recorded July 12, 2019 as Doc. No. 2019S031.

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

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

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

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

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

SURVEYOR'S DESCRIPTION:
A tract of land located in the Northwest Quarter of Section 19, Township 9 South, Range 21 East of the Sixth P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on March 18, 2022, more fully described as follows: Commencing at the Northwest corner of said Northwest Quarter; thence South 01°51'25" East for a distance of 250.00 feet along the West line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence North 86 degrees 55'54" East for a distance of 374.29 feet; thence South 01 degrees 46'47" East for a distance of 114.57 feet; thence North 87 degrees 16'29" East for a distance of 938.57 feet; thence South 00 degrees 24'02" West for a distance of 886.71 feet; thence South 05 degrees 08'00" East for a distance of 910.61 feet; thence South 26 degrees 46'00" East for a distance of 546.01 feet to the South line of said Northwest Quarter; thence South 87 degrees 30'59" West for a distance of 1229.70 feet along said South line; thence North 01 degrees 51'25" West for a distance of 498.30 feet; thence South 87 degrees 30'59" West for a distance of 330.00 feet to the West line of said Northwest Quarter; thence North 01 degrees 51'25" West for a distance of 1901.55 feet along said West line to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 67.177 Acres, more or less, including road right of way. Error of Closure - 1 : 2283532

IN TESTIMONY WHEREOF,
We, the undersigned owners of SPRINGFIELD FARMS, have set our hands this _____ day of _____, 2022.

Andrew Suber, Member of 10MM LLC

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2022, before me, a notary public in and for said County and State came Andrew Suber, Member of 10MM LLC, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of SPRINGFIELD FARMS this _____ day of _____, 2022.

Secretary
Krystal A. Voth
Chairman
Steven Rosenthal

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of SPRINGFIELD FARMS, this _____ day of _____, 2022.

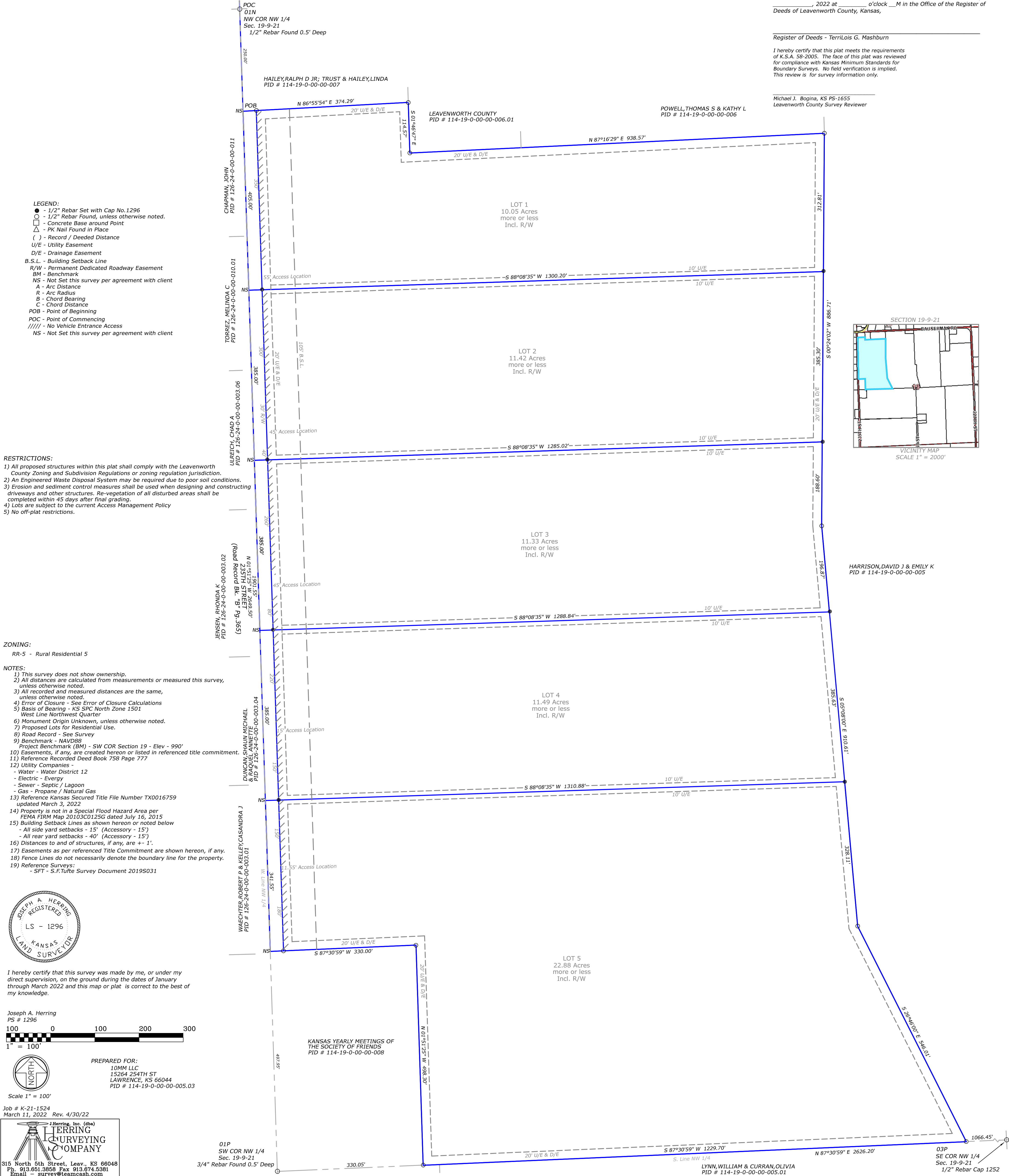
Chairman
Michael Smith
County Clerk
Attest: Janet Klasinski

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

Register of Deeds - TerriLois G. Mashburn

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

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

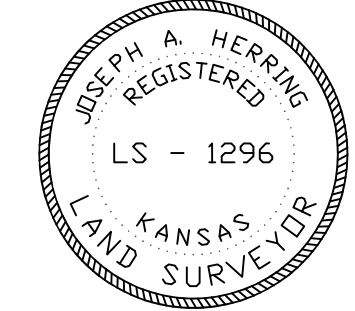


- LEGEND:**
- - 1/2" Rebar Set with Cap No. 1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Concrete Base around Point
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated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

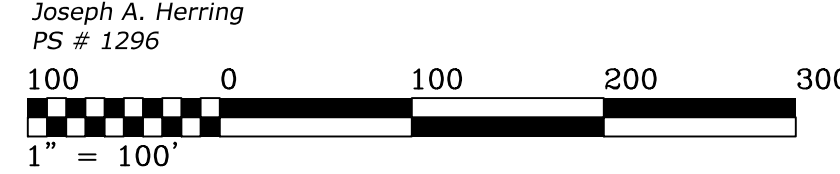
- RESTRICTIONS:**
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
 - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
 - 3) Erosion and sediment control measures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

ZONING:
RR-5 - Rural Residential 5

- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS SPC North Zone 1501
 - 6) West Line Northwest Quarter
 - 7) Monument Origin Unknown, unless otherwise noted.
 - 8) Proposed Lots for Residential Use.
 - 9) Road Record - See Survey
 - 10) Benchmark - NAVD83
 - 11) Project Benchmark (BM) - SW COR Section 19 - Elev - 990'
 - 12) Easements, if any, are created hereon or listed in referenced title commitment.
 - 13) Reference Recorded Deed Book 758 Page 777
 - 14) Utility Companies -
 - Water - Water District 12
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - 15) Reference Kansas Secured Title File Number TX0016759 updated March 3, 2022
 - 16) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0125G dated July 16, 2015
 - 17) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - 18) Distances to and of structures, if any, are +- 1'.
 - 19) Easements as per referenced Title Commitment are shown hereon, if any.
 - 20) Fence Lines do not necessarily denote the boundary line for the property.
 - 21) Reference Surveys:
 - SFT - S.F. Tufte Survey Document 2019S031



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of January through March 2022 and this map or plat is correct to the best of my knowledge.



PREPARED FOR:
10MM LLC
15264 24TH ST
LAWRENCE, KS 66044
PID # 114-19-0-00-00-005.03

Job # K-21-1524
March 11, 2022 Rev. 4/30/22

J. Herring, Inc. (dba)
J. HERRING
SURVEYING & MAPPING COMPANY

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



HARRISON, DAVID J & EMILY K
PID # 114-19-0-00-00-005

O1P
SW COR NW 1/4
Sec. 19-9-21
3/4" Rebar Found 0.5" Deep

O3P
SE COR NW 1/4
Sec. 19-9-21
1/2" Rebar Cap 1252

******Consent Agenda******
Leavenworth County
Request for Board Action
Case No. DEV-22-060
Final Plat Amber Meadows

Date: June 22, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a 20-lot subdivision. The proposed lots will range from 2.5 acres to 2.62 acres in size.

Analysis: The applicant is requesting a to create 20 lot subdivision that will access Leavenworth Road via the build out and extension of 166th Street. The property is located approximately 1600' west of the intersection of 163rd Street and Leavenworth Road. The subdivision ranges in size from 2.5 to 2.62 acres in size. The developer will build 166th Street and Olive Street, both with cul-de-sac terminations. The proposed Amber Meadows subdivision is classified as a Class "C" subdivision with all lots lying within the Rural Growth Area of Leavenworth County.

According to the memo provided by CRWD 1, there is a 6" water line on the south side of Leavenworth Road. The applicant will need to work with CRWD 1 to meet all requirements set by the RWD. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision. (See condition 4.)

The applicant is requesting an exception be granted to the regulations to allow three lots to be created as substandard by not meeting the lot-width to lot-depth ratio established in Article 50, Section 40 of the Zoning and Subdivision Regulations. (See the attached memo.) This exception was approved by the Planning Commission with the Preliminary Plat.

Recommendation: The Planning Commission voted 9-0 to recommend approval of Case No. DEV-22-060, Final Plat for Amber Meadows subject to conditions.

Alternatives:

1. Approve No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact, and with or without conditions; or
2. Deny No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00

Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA**

CASE NO: DEV-22-060

STAFF REPORT

June 22, 2022

REQUEST:
 Final Plat – Amber Meadows

STAFF REPRESENTATIVE:
JOSHUA GENTZLER
PLANNER II

SUBJECT PROPERTY: 00000 Leavenworth Road

APPLICANT AGENT:
ATLAS SURVEYORS
207 S 5TH ST
LEAVENWORTH, KS 66048

PROPERTY OWNER:
REILLY DEVELOPMENT
608 DELAWARE
LEAVENWORTH, KS 66048

CONCURRENT APPLICATIONS:
NONE

LEGAL DESCRIPTION:
A tract of land in the Northeast ¼ of Section 33, Township 10 South, Range 22 East of the 6th P.M. Leavenworth County, Kansas.

LAND USE

ZONING: RR-2.5
FUTURE LAND USE DESIGNATION: RESIDENTIAL (3 units/acre)
SUBDIVISION: N/A
FLOODPLAIN: N/A

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH EXCEPTIONS

PROPERTY INFORMATION

- ACTION OPTIONS:**
1. Approve No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact, and with or without conditions; or
 2. Deny No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact; or
 3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-22-060, Final Plat for Amber Meadows, with Findings of Fact; or
 4. Remand the case back to the Planning Commission.

PARCEL SIZE:
53.8 Acres

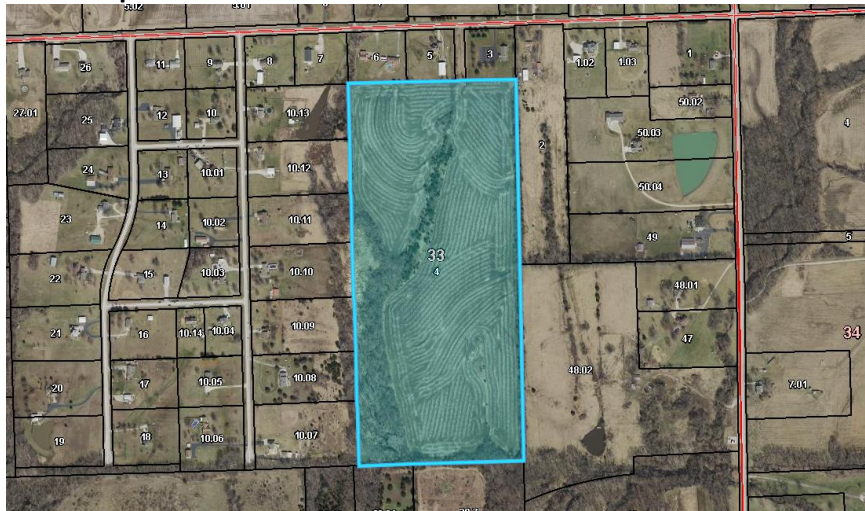
PARCEL ID NO:
158-33-0-00-00-004.00

BUILDINGS:
EXISTING – None

PROJECT SUMMARY:
Request for a final plat approval to subdivide property located at 00000 Leavenworth Road (158-33-0-00-00-004.00) as Lot 1-20 of Amber Meadows.

ACCESS/STREET:
166th Street, an unbuilt local internal subdivision road 60' right of way

Location Map:



UTILITIES

SEWER: N/A

FIRE: FAIRMOUNT

WATER: CRWD 1

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:
N/A

NEWSPAPER NOTIFICATION:
N/A

NOTICE TO SURROUNDING PROPERTY OWNERS:
N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	N/A	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	Lots 1-3 do not meet lot width-to-depth ratio.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is requesting a to create 20-lot subdivision that will access Leavenworth Road via the build out and extension of 166th Street. The property is located approximately 1600’ west of the intersection of 163rd Street and Leavenworth Road. The subdivision ranges in size from 2.5 to 2.62 acres in size. The developer will build 166th Street and Olive Street, both with cul-de-sac terminations. The proposed Amber Meadows subdivision is classified as a Class “C” subdivision with all lots lying within the Rural Growth Area of Leavenworth County.

According to the memo provided by CRWD 1, there is a 6” water line on the south side of Leavenworth Road. The applicant will need to work with CRWD 1 to meet all requirements set by the RWD. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660’ of the subdivision. (See condition 4.)

The applicant is requesting an exception be granted to the regulations to allow three lots to be created as substandard by not meeting the lot-width to lot-depth ratio established in Article 50, Section 40 of the Zoning and Subdivision Regulations. (See the attached memo.) This exception was approved by the Planning Commission with the Preliminary Plat.

Staff is generally in support of the subdivision, provided the exceptions are granted.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. The applicant shall adhere to the following memorandums:
 - a. Mike Fulkerson – CRWD 1, April 21, 2022
 - b. Mark Lingenfelter –Fairmount Township Fire, April 28, 2022
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
6. An exception be granted to the Zoning and Subdivision Regulations:
 - a. 50-40.3.i. for Lots 1-3.
7. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

ATTACHMENTS:

A: Application & Narrative

B: Aerial & Zoning Maps

C: Memorandums

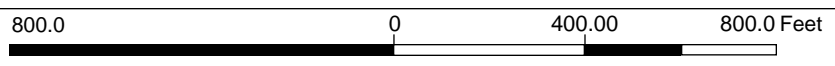
DEV-22-060 Final Plat - Amber Meadows



Legend

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

1 in. = 400ft.



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

Notes

From: [Mike Fulkerson](#)
Sent: Thursday, April 21, 2022 4:06 PM
To: [Gentzler, Joshua](#)
Subject: RE: Review Request - Amber Meadows Final Plat - DEV-22-060
Attachments: Amber Meadows 2.15.22.pdf

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

Joshua,

Attached are comments from February that are still relevant today. Let me know if you need anything further.



Mike Fulkerson
Operations Manager
Consolidated Water District #1
Basehor, KS 66007
913.724.7000 - Office
www.crw1.com

From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Thursday, April 21, 2022 4:00 PM
To: 'lingenfelserm@fairmountfd.org' <lingenfelserm@fairmountfd.org>; Mike Fulkerson <Mfulkerson@crwd1.com>; 'designgroupleavenworth@evergy.com' <designgroupleavenworth@evergy.com>; Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>
Cc: Voth, Krystal <KVoth@leavenworthcounty.gov>; Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: Review Request - Amber Meadows Final Plat - DEV-22-060

Good afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Amber Meadows, located at approximately 16569 Leavenworth Road (PID: 158-33-0-00-00-004.00).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Friday, April 29th, 2022.

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

Thank you,

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



P.O. Box 419
15520 Crestwood Dr.
Basehor, KS 66007
913-724-7000 - O
913-724-1310 - F
www.crwdl.com

February 15, 2022

Joshua Gentzler
Planner II
Leav. Co. Planning and Zoning
300 Walnut
Leavenworth, KS 66048

Re: Amber Meadows

Dear Mr. Gentzler,

Thank you for providing the opportunity for the water district to provide comments on the proposed plat.

I have reviewed the provided plat and have the following comments:

1. This plat is in the service area of Consolidated Water District #1.
2. The Water District will provide water service to this development from an existing 6-inch water main along Leavenworth Rd. (See attached map).
3. Water service to the proposed plat will require a water main extension. The water main extension will be designed and constructed by the water district at the developer's expense. A utility easement will be needed to extend water service from Leavenworth Rd, south into the development. If a utility easement is not provided, an easement will be obtained by the Water District at the financial responsibility of the developer.
4. Water main sizing and fire hydrant requirements will follow the Water District Design Standards for residential subdivisions.
5. Any relocation of any of our existing facilities due to conflict with storm and/or sanitary sewers, streets, etc... will be determined by the Water District and will be the financial responsibility of the developer.
6. The Water District's Master Plan is to replace/upgrade the existing water main along Leavenworth Rd from 6-inch to 12-inch as part of our Capital Improvement Program. The timing of this project is estimated to be five to 10 years away.

If you have any additional questions/comments, please contact me at your convenience.

Respectfully,

Mike Fulkerson

Mike Fulkerson
Operations Manager

Cc; file

From: [Mike Lingenfelser](#)
Sent: Thursday, April 28, 2022 1:49 PM
To: [Gentzler, Joshua](#)
Cc: [Mark Linville](#); [Tyler Rathe](#)
Subject: Re: Review Request - Amber Meadows Final Plat - DEV-22-060

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

Joshua

Fairmount Township Fire Department would like to have fire hydrants installed at the entrance on Leavenworth Rd. and at each cul de sac.

Mike Lingenfelser, Fire Chief

Fairmount Township Fire Department

2624 N 155th St

Basehor, Kansas 66007

Work-[913-724-4911](tel:913-724-4911)

Cell [913-306-0258](tel:913-306-0258)

On Thu, Apr 21, 2022 at 4:00 PM Gentzler, Joshua <JGentzler@leavenworthcounty.gov> wrote:

Good afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Amber Meadows, located at approximately 16569 Leavenworth Road (PID: 158-33-0-00-00-004.00).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Friday, April 29th, 2022.

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

Thank you,

Joshua Gentzler

Planner II

[Planning & Zoning](#)

Leavenworth County

913.684.0464

From: [Tyler Rebel](#)
Sent: Friday, April 22, 2022 7:49 AM
To: [Gentzler, Joshua](#)
Subject: RE: [EXTERNAL]Review Request - Amber Meadows Final Plat - DEV-22-060

Internal Use Only

No comment or concerns from Evergy, thanks

Tyler Rebel
Distribution Designer
Evergy
tyler.rebel@evergy.com
O: 913.758.2727
evergy.com

From: Gentzler, Joshua <JGentzler@leavenworthcounty.gov>
Sent: Thursday, April 21, 2022 4:00 PM
To: 'lingenfelsem@fairmountfd.org' <lingenfelsem@fairmountfd.org>; mfulkerson@crwd1.com; Design Group Leavenworth <designgroupleavenworth@evergy.com>; Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>
Cc: Voth, Krystal <KVoth@leavenworthcounty.gov>; Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: [EXTERNAL]Review Request - Amber Meadows Final Plat - DEV-22-060

****WARNING:** This email originated from an external source outside of Evergy. Think before you click on links or attachments!**

Good afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Final Plat for Amber Meadows, located at approximately 16569 Leavenworth Road (PID: 158-33-0-00-00-004.00).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by End of Business on Friday, April 29th, 2022.

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

Thank you,

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

NORTHWEST CORNER OF THE NORTHEAST QUARTER SEC 33-10-22

FOUND 1/2" ALLUM DISC 1.37.00' NNE TO PK NAIL & SHINER IN SW FACE OF POWER POLE

2.39.60' S TO A 1/2" REBAR AT A PROPERTY CORNER 3.86.55' SSE TO A PK NAIL & SHINER IN ENE FACE OF POWER POLE

SE CORNER LOT 3 & NE CORNER LOT 36 WESTBROOK SUBDIVISION PHASE NO. 1

NE CORNER LOT 36 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 1/2" REBAR NO CAP ORIGIN UNK. (HELD)

SE CORNER LOT 36 & NE CORNER LOT 35 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 1/2" REBAR NO CAP ORIGIN UNK. (HELD)

SE CORNER LOT 35 & NE CORNER LOT 34 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 1/2" REBAR NO CAP ORIGIN UNK. (0.64' E)

EAST LINE WESTBROOK SUBDIVISION PHASE NO. 2

SE CORNER LOT 32 & NE CORNER LOT 31 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 5/8" REBAR NO CAP ORIGIN UNK. (2.16' W)

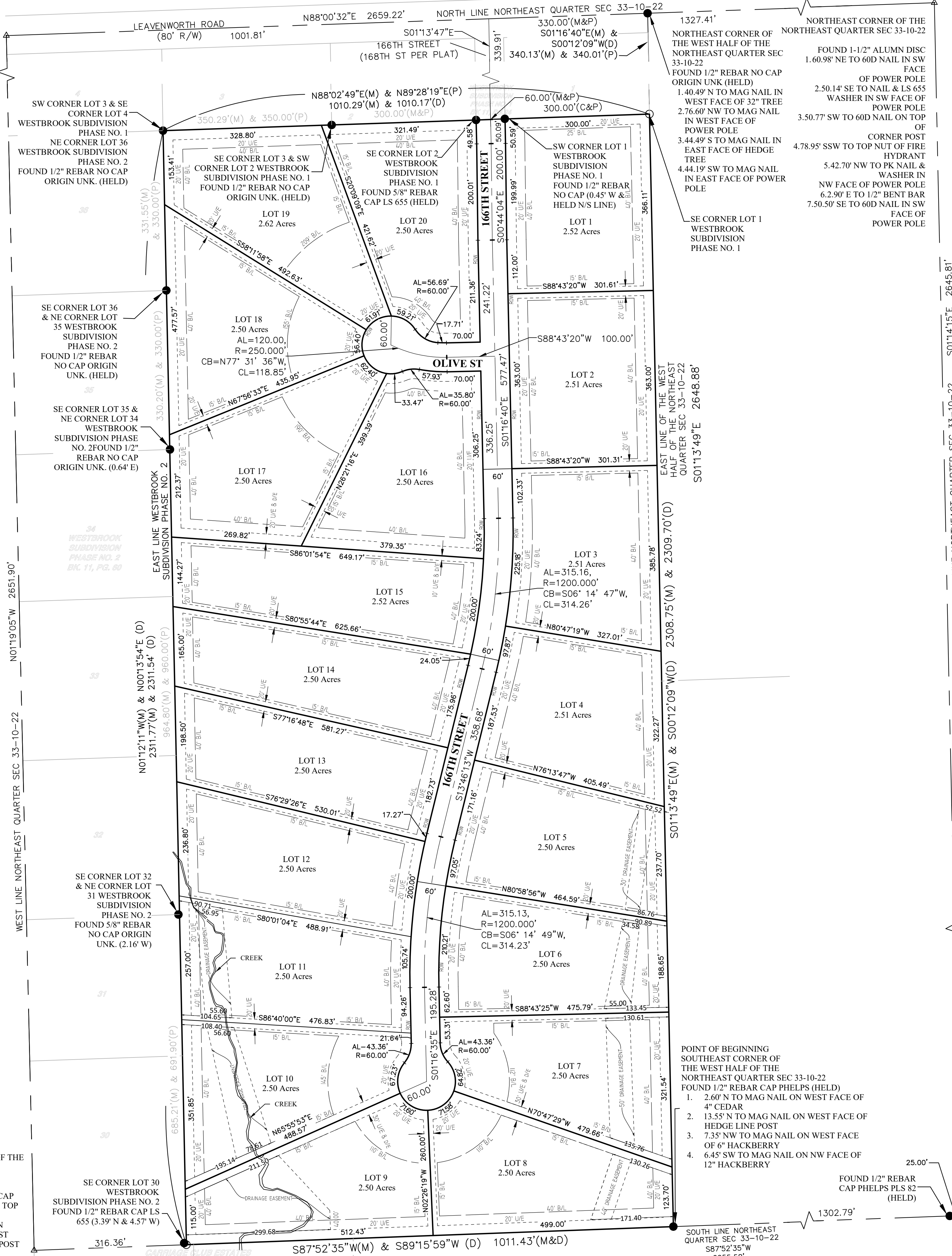
SE CORNER LOT 30 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 1/2" REBAR CAP LS 655 (3.39' N & 4.57' W)

SE CORNER LOT 30 WESTBROOK SUBDIVISION PHASE NO. 2 FOUND 1/2" REBAR CAP LS 655 (3.39' N & 4.57' W)

SOUTHWEST CORNER OF THE NORTHEAST QUARTER SEC 33-10-22

FOUND 1/2" REBAR NO CAP 1.15.00' NW TO NAIL IN TOP OF TREE STUMP

2.10.00' NNE TO NAIL IN TOP OF FENCE POST 3.5.80' NE TO CORNER POST



AMBER MEADOWS

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 OF THE SIXTH P.M., IN LEAVENWORTH COUNTY, KANSAS

DESCRIPTION PER DEED DOCUMENT #2021R10008
A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE SIXTH P.M., BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00°12'09" WEST 340.00 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE SOUTH 00°12'09" WEST 2309.7 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 89°19'59" WEST 1011.43 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 00°13'54" EAST 2311.54 FEET; THENCE NORTH 89°28'21" EAST 1010.17 FEET TO THE POINT OF BEGINNING, LESS ANY PART THEREOF TAKEN OR USED FOR ROAD PURPOSES, IN LEAVENWORTH COUNTY, KANSAS.

DESCRIPTION PER SURVEYORS SUGGESTION
A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 22 EAST OF THE SIXTH P.M., IN LEAVENWORTH COUNTY, KANSAS, DESCRIBED BY ROGER B. DILL PS 1408 ON APRIL 14, 2022, AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE S87°52'35"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1011.43 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 30, WESTBROOK SUBDIVISION PHASE NO. 2, A SUBDIVISION OF LAND IN LEAVENWORTH COUNTY, KANSAS; THENCE N01°12'11"W, ALONG THE EAST LINE OF SAID WESTBROOK SUBDIVISION PHASE NO. 2, A DISTANCE OF 2311.77 FEET TO THE SOUTHWEST CORNER OF LOT 3, WESTBROOK SUBDIVISION PHASE NO. 1, A SUBDIVISION OF LAND IN LEAVENWORTH COUNTY, KANSAS; THENCE N88°02'49"E, ALONG THE SOUTH LINE OF SAID LOT 3 AND THE SOUTH LINE OF LOT 2, 166TH STREET RIGHT-OF-WAY AND LOT 1, ALL OF SAID WESTBROOK SUBDIVISION PHASE NO. 1, A DISTANCE OF 1010.29 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER ALSO LYING ON THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE S01°13'49"E, ALONG SAID EAST LINE, A DISTANCE OF 2308.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,332,903.66 SQUARE FEET MORE OR LESS OR 53.56 ACRES

PROJECT BENCHMARK

BENCHMARK -1
N - 309027.23
E - 2172915.04
EL - 913.83

1/2" IRON BAR LOCATED AT THE NORTHWEST CORNER OF SAID TRACT

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "AMBER MEADOWS".

The streets and roads shown on this plat and not heretofore dedicated to public use, are hereby so dedicated.

The undersigned proprietor of the above described tract of land does hereby certify that all prior existing easement rights on land to be dedicated for the public use running to any person, utility, or corporation have been absorbed except that same person, utility or corporation shall retain whatever rights they would have as if located in a public street.

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction, or maintenance or use of conduits, water, gas, electrical, sewer pipes, poles, wires, drainage facilities, ditches and cables, and similar utility facilities upon, over, and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to Leavenworth County, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purposes.

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

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

The use of all lots in this subdivision shall hereafter be subject to the restrictions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, said restrictions will thereby be made a part of the dedication of this plat as though fully set forth herein.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed this _____ day of _____, 2022.

REILLY DEVELOPMENT, LLC

MICHAEL C. REILLY, Managing Partner

STATE OF KANSAS)
COUNTY OF LEAVENWORTH)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, a Notary Public in and for said County and State, came MICHAEL C. REILLY, Managing Partner of REILLY DEVELOPMENT, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My Commission Expires: _____

Notary Public

This plat of AMBER MEADOWS has been submitted and approved by Leavenworth County Planning Commission, this day of _____, 2022.

CHAIRMAN - STEVEN ROSENTHAL

SECRETARY - KRYSAL VOTH

This plat approved by the Governing Body of Leavenworth County, Kansas, this _____ day of _____, 2022.

CHAIRMAN - MIKE SMITH ATTEST - COUNTY CLERK - JANET KLASINSKI

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

COUNTY ENGINEER

This is to certify that this instrument was filed for record in the Register of Deeds office on the _____ day of _____, 2022, in Book _____, Page _____.

REGISTER OF DEEDS - TERRILOIS G. MASHBURN

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

Michael J Bogina, KS PS NO. 1655
LEAVENWORTH COUNTY REVIEWER

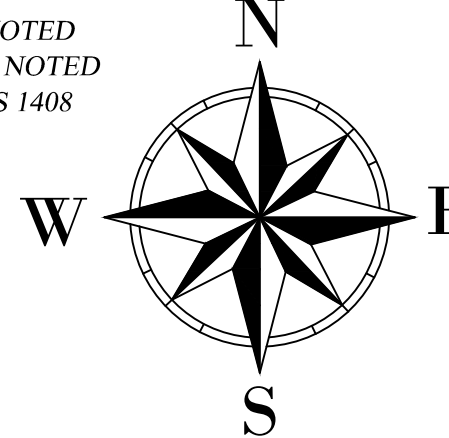
FINAL PLAT



207 S. 5th Street,
Leavenworth KS 66048
913-530-8422
andrea.weishaub@atlassurveyors.com

LEGEND

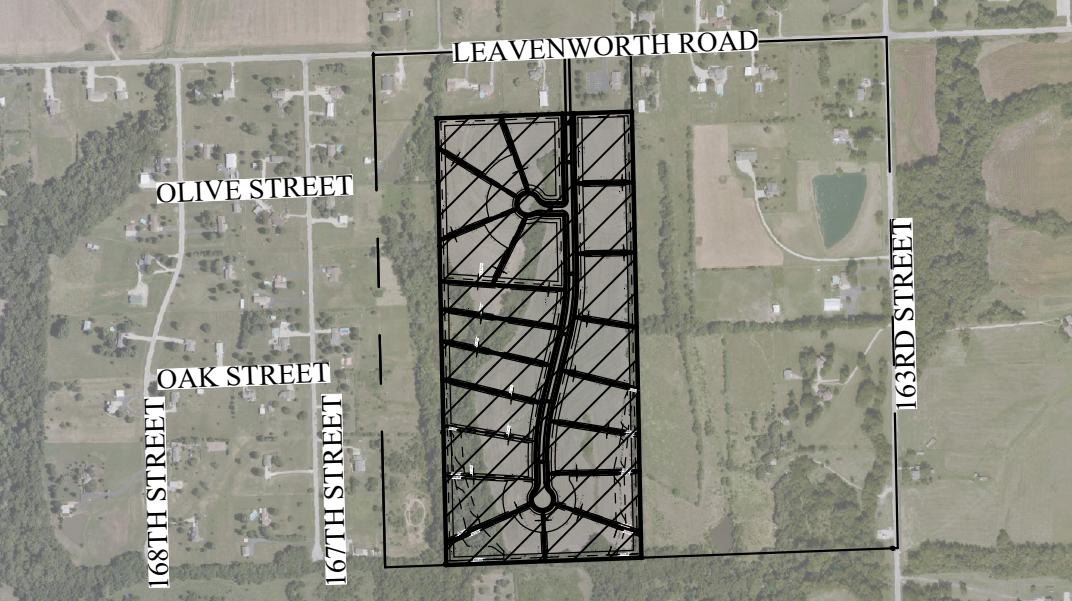
- ▲ FOUND SECTION CORNER AS NOTED
- FOUND PROPERTY CORNER AS NOTED
- SET PROPERTY CORNER CAP LS 1408 IN CONCRETE
- U/E UTILITY EASEMENT
- B/L BUILDING LINE
- D/E DRAINAGE EASEMENT
- C CALCULATED
- M MEASURED
- P PLATTED
- D DEEDED



GENERAL NOTES

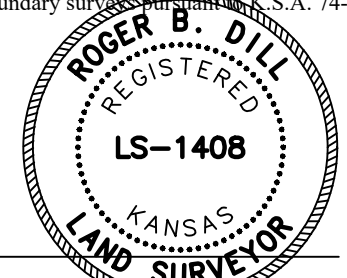
- The basis for the bearing system for this survey is the Kansas North Zone U.S. State Plane 1983. South line of the Northeast Quarter of Sec 33-10-22 being S87°52'35"W.
- All distances shown hereon are ground distances in feet.
- Precision, 1 part in: 1,276,853.234
- Current Zoning RR-2.5/Proposed Zoning - RR-2.5
-Current Use - Agricultural
-Proposed Use - Residential
- Access will be limited to 166th Street and Olive Street
- Erosion and sediment control measures shall be used when designing and constructing driveway and other structures. Re-vegetation of all disturbed areas shall be completed according to the NOI post grading activities.
- Utility services
-Electric - Evergy
-Water - Rural Water District #1
-Gas - Propane
-Sewer - Septic
- All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations.
- Onsite individual Sanitary Sewer systems will be used for this development.
- Lot access is subject to current County access management policy.
- According to "FIRM" map community panel numbers 20103C0239G, effective July 16th, 2015, this plat is located in Zone "X", area determined to be minimal flood hazard.
- Title Commitment No. 2455005 via Security 1st Title dated February 3, 2022 at 7:30 A.M.
- Leavenworth County Benchmark - 311 Aluminum KDOT Monument - Elev 940.20

VICINITY MAP



VICINITY MAP NOT TO SCALE

This is to certify on this _____ day of _____, 2021 this field survey was completed on the ground by me or under my direct supervision and that said survey meets or exceeds the "Kansas Minimum Standards" for boundary surveying.



ROGER B. DILL L.S. 1408

SCALE PREPARED FOR

1"=120'
0 60' 120'

SEC-TWN-RNG
33-10-22
MICHAEL REILLY
600 DELAWARE ST
LEAVENWORTH, KS 66048

DATE

APRIL 14, 2022

*****Consent Agenda*****

**Leavenworth County
Request for Board Action
Case No. DEV-22-038/039
Preliminary & Final Plat JA Trader**

Date: June 22, 2022
To: Board of County Commissioners
From: Planning & Zoning Staff

Department Head Review: Krystal Voth, Reviewed

Additional Reviews as needed:

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

Action Requested: The applicants are requesting a Preliminary and Final Plat for a two lot subdivision. Proposed Lot 1 is approximately 18.7 acres and Lot 2 is approximately 4.67 acres.

Analysis: The applicants are requesting approval of a two-lot subdivision for a parcel of land located at the intersection at 20174 Santa Fe Trail. Proposed Lot 1 has two road frontages and an existing pond. Proposed Lot meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations.

Proposed Lot 2 is a 4.67 acre parcel which will retain the existing house and accessory structures The northeast and northwest corners of Lot 2 have 45-degree angles to account for the existing pond and septic system. An exception is required for the non-parallel/perpendicular property lines.

Recommendation: The Planning Commission voted 8-0 to recommend approval of Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader subject to conditions.

Alternatives:

1. Approve Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

Budgetary Impact:

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

Total Amount Requested: \$0.00
Additional Attachments: Staff Report, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY
BOARD OF COUNTY COMMISSIONER
STAFF REPORT**

CASE NO: DEV-22-038 & 039 JA Trader

June 22, 2022

REQUEST: **Consent Agenda**

Preliminary/Final Plat

STAFF REPRESENTATIVE:

AMY ALLISON
DEPUTY DIRECTOR

SUBJECT PROPERTY: 20174 Santa Fe Trail



APPLICANT/APPLICANT AGENT:

JOE HERRING
HERRING SURVEYING

PROPERTY OWNER:

Oliver P & Jo Ann Jones Trust
20174 Santa Fe Trail
Easton, KS 66020

CONCURRENT APPLICATIONS:

NONE

LAND USE

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:
RESIDENTIAL (2.5 Acre Minimum)

LEGAL DESCRIPTION:

A tract of land in the Northwest Quarter of Section 11, Township 8 South, Range 21 East of the 6th P.M., in Leavenworth County Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

STAFF RECOMMENDATION: APPROVAL

PROPERTY INFORMATION

ACTION OPTIONS:

1. Approve Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact, and with or without conditions; or
2. Deny Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No.DEV-22-038/039, Preliminary and Final Plat for JA Trader, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

PARCEL SIZE:

23.20 ACRES

PARCEL ID NO:

061-11-0-00-00-011.00

BUILDINGS:

EXISTING - 1 HOUSE & 2 ACCESSORY STRUCTURES

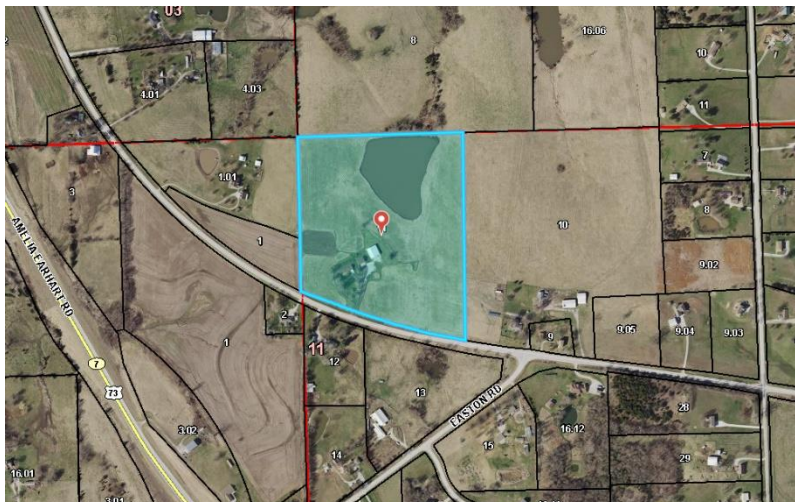
PROJECT SUMMARY:

Request for a preliminary and final plat approval to subdivide property located at 20174 Santa Fe Trail (061-11-0-00-00-011.00) as Lot 1-2 of JA Trader.

ACCESS/STREET:

SANTA FE TRAIL
COUNTY ARTERIAL ROAD, PAVED
SURFACE ± 25'

Location Map:



UTILITIES

SEWER: PRIVATE SEPTIC SYSTEM

FIRE: Kickapoo

WATER: RWD 12

ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW:

N/A

NEWSPAPER NOTIFICATION:

5/18/2022

NOTICE TO SURROUNDING
PROPERTY OWNERS:

N/A

STANDARDS TO BE CONSIDERED:			
<i>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</i>		Met	Not Met
35-40	Preliminary Plat Content	X	
40-20	Final Plat Content	X	
41-6	Access Management	X	
41-6.B.a-c.	Entrance Spacing	X	
41-6.C.	Public Road Access Management Standards	X	
43	Cross Access Easements	N/A	
50-20	Utility Requirements	X	
50-30	Other Requirements	X	
50-40	Minimum Design Standards		X
	The northwest and northeast corners of Lot 2 have 45-degree angles to account for the location of an existing pond and lateral field.		
50-50	Sensitive Land Development	N/A	
50-60.	Dedication of Reservation of Public Sites and Open Spaces	N/A	

STAFF COMMENTS:

The applicant is proposing to divide a 23+ acre parcel into two lots. The Subdivision is classified as a Class C with all lots lying with the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 4). Lot 1 will be approximately 18.74 acres in size. An existing pond will be located on Lot 1. The lot will have two frontages both meeting the minimum road frontage standards. Lot 2 is approximately 4.67 acres in size and the existing house and accessory structures will be retained on this lot. The northeast and northwest corners of Lot 2 have 45-degree angles to account for the location of the pond and a lateral field for the house, respectively. An exception will need to be granted for both, Condition #3. Staff is generally in support.

PROPOSED CONDITIONS:

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. An exception be granted to the Zoning and Subdivision Regulations:
 - a. Article 50-40.3.d.
4. A waiver for the use of private septic systems within this subdivision is granted with this approval.
5. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
6. After approval of this subdivision by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

ATTACHMENTS:

- A: Application & Narrative
- B: Zoning Maps
- C: Memorandums

PRELIMINARY &
FINAL PLAT APPLICATION

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

11 08 21 23.20
449 Energy RWD12

Office Use Only

PID: 062-11 011.00

Township: Kickapoo

Planning Commission Meeting Date: _____

Case No. DEV-22- Date Received/Paid: _____

Zoning District RR 2.5

Comprehensive Plan land use designation RR 2.5

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Oliver P Jones & Jo Ann Jones Trust / Jo Ann Jones</u>
MAILING ADDRESS: <u>315 N. 5th Street</u>	MAILING ADDRESS: <u>20174 Santa Fe Trail</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Easton, KS 66020</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: J & A TRADER

Address of Property: 20174 Santa Fe Trail

Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>22.42</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>4 AC</u>
Maximum Lot Size: <u>18 AC</u>	Proposed Zoning: <u>RR-2.5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 12</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Kickapoo</u>	Electric Provider: <u>Everygy</u>	Natural Gas Provider: <u>Propane/Atmos</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	

Is any part of the site designated as Floodplain? Yes No if yes, what is the panel number:

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Joe Herring - Digitally signed 3-11-22 Date: 3/11/22

ATTACHMENT A

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

Office Use Only	
PID: <u>061-11</u> <u>011.00</u>	
Township: <u>Kickapoo</u>	
Planning Commission Meeting Date: _____	
Case No. <u>DEV-22-</u>	Date Received/Paid: _____
Zoning District <u>RR 2.5</u>	
Comprehensive Plan land use designation <u>RR 2.5</u>	

APPLICANT <u>AGENT</u> INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Oliver P Jones & Jo Ann Jones Trust / Jo Ann Jones</u>
MAILING ADDRESS: <u>315 N. 5th Street</u>	MAILING ADDRESS <u>20174 Santa Fe Trail</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP <u>Easton, KS 66020</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL : <u>herringsurveying@outlook.com</u>	EMAIL <u>N/A</u>

GENERAL INFORMATION

Proposed Subdivision Name: J & A TRADER

Address of Property: 20174 Santa Fe Trail

Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>22.42</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>4 AC</u>
Maximum Lot Size: <u>18 AC</u>	Proposed Zoning: <u>RR-2.5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 12</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Kickapoo</u>	Electric Provider: <u>Evergy</u>	Natural Gas Provider: <u>Propane/Atmos</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - <u>Arterial</u> - State - Federal</u>	
Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number:		
I, the undersigned, am the owner <u>duly authorized agent</u> of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.		
Signature: <u>Joe Herring - Digitally signed 3-11-22</u>		Date: <u>3/11/22</u>

ATTACHMENT A

J & A TRADER

A Minor Subdivision in the Northwest Quarter of Section 11, Township 8 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:
OLIVER P JONES & JO ANN JONES TRUST
20174 SANTA FE TRAIL
EASTON, KS 66020
PID # 061-11-0-00-00-011.00

SURVEYOR'S DESCRIPTION:
A tract of land in the Northwest Quarter of Section 11, Township 8 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated March 6, 2022, more fully described as follows: Beginning at the Northwest corner of said Northwest Quarter; thence North 88 degrees 23'57" East for a distance of 954.98 feet; thence South 01 degrees 30'50" East for a distance of 1187.00 feet to the Northerly right of way of Santa Fe Trail Drive; thence North 81 degrees 42'46" West for a distance of 168.69 feet along said right of way; thence along a curve to the right having a radius of 2646.00 feet and an arc length of 837.40 feet along said right of way, being subtended by a chord bearing of North 72 degrees 38'47" West and a chord distance of 833.91 feet, to the West line of said Northwest Quarter; thence North 01 degrees 33'30" West for a distance of 887.15 feet along said West line to the point of beginning, together with and subject to covenants, easements, and restrictions of record. Said property contains 23.42 acres, more or less. Error of Closure - 1 : 267733

MARTINEZ, MARK THOMAS & JEANNE MARIE; TRUST
PID # 062-10-0-00-00-001.01

CHMIDLING, JAMES LEWIS
PID # 062-10-0-00-00-001

COLE, BRYON P & DIANE K
PID # 061-11-0-00-00-012

CHURCHILL, DAVID A T & PATTI-JEAN
PID # 061-11-0-00-00-013

ARAUJO, GABRIEL A & SHELLEY CHRISTIE-ARAUJO
PID # 061-11-0-00-00-010

- LEGEND:**
- - 1/2" Rebar Set with Cap No.1296
 - - 1/2" Rebar Found, unless otherwise noted.
 - - Stone Found
 - △ - PK Nail Found in Place
 - () - Record / Deeded Distance
 - U/E - Utility Easement
 - D/E - Drainage Easement
 - B.S.L. - Building Setback Line
 - R/W - Permanent Dedicated Roadway Easement
 - BM - Benchmark
 - NS - Not Set this survey per agreement with client
 - A - Arc Distance
 - R - Arc Radius
 - B - Chord Bearing
 - C - Chord Distance
 - //// - No Vehicle Entrance Access
 - NS - Not Set this survey per agreement with client
 - - Power Pole
 - X - Fence Line
 - OHP - Overhead Power Lines
 - T - Underground Telephone/Fiber Optic Line
 - ◇ - Gas Valve
 - ⊠ - Water Meter/Valve
 - ⊞ - Telephone Pedestal
 - W - 6" Water Line - location as per district
 - CMP - Corrugated Metal Pipe

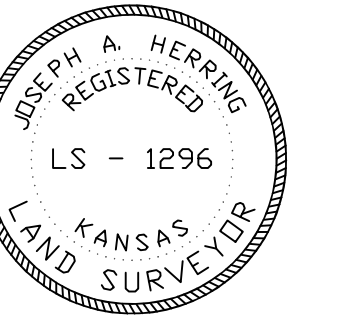
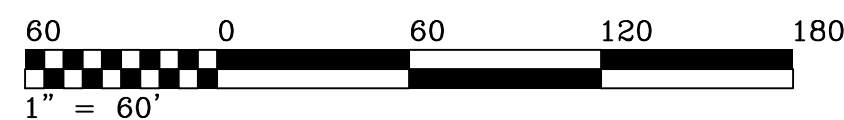
ZONING:
RR 2.5 - Rural Residential 2.5

- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS SPC North Zone 1501 North line of Northwest Quarter
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Existing and Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
 - 9) Benchmark - NAVD83 Project Benchmark (BM) - Northwest Corner Section 11 - Elev - 1092.8'
 - 10) Easements, if any, are created hereon or listed in referenced title commitment.
 - 11) Reference Recorded Deed Book 827 Page 2212
 - 12) Utility Companies -
- Water - Water District 12
- Electric - Evergy
- Sewer - Septic / Lagoon
- Gas - Propane / Natural Gas
 - 13) Reference Lawyers Title of Kansas Case No. 44277 updated March 1, 2022
 - 14) Property is not in a Special Flood Hazard Area per FEMA FIRMS Map 2013C0050G & 0125G dated July 16, 2015
 - 15) Building Setback Lines as shown hereon or noted below
- All side yard setbacks - 15' (Accessory - 15')
- All rear yard setbacks - 40' (Accessory - 15')
 - 16) Distances to and of structures, if any, are +- 1'.
 - 17) Easements as per referenced Title Commitment are shown hereon, if any.
 - 18) Fence Lines do not necessarily denote the boundary line for the property.
 - 19) Reference Surveys:
- J.A.Herring Survey Information dated 2015 - not recorded

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



Job # K-22-1538
March 6, 2022 Rev March 22, 2022
J. Herring, Inc. (dba)
HERRING SURVEYING COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5361
Email - survey@leavesh.com



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

Joseph A. Herring
PS # 1296

J & A TRADER

A Minor Subdivision in the Northwest Quarter of Section 11, Township 8 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:
OLIVER P JONES & JO ANN JONES TRUST
20174 SANTA FE TRAIL
EASTON, KS 66020
PID # 061-11-0-00-00-011.00

SURVEYOR'S DESCRIPTION:
A tract of land in the Northwest Quarter of Section 11, Township 8 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 dated March 6, 2022, more fully described as follows: Beginning at the Northwest corner of said Northwest Quarter; thence North 88 degrees 23'57" East for a distance of 954.98 feet; thence South 01 degrees 33'50" East for a distance of 1187.00 feet to the Northerly right of way of Santa Fe Trail Drive; thence North 81 degrees 42'46" West for a distance of 168.69 feet along said right of way; thence along a curve to the right having a radius of 2646.00 feet and an arc length of 837.40 feet along said right of way, being subtended by a chord bearing of North 72 degrees 38'47" West and a chord distance of 833.91 feet, to the West line of said Northwest Quarter; thence North 01 degrees 33'30" West for a distance of 887.15 feet along said West line to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 23.41 acres, more or less. Error of Closure - 1 : 267733

PID # 062-10-0-00-00-001.01

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

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

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

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

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

IN TESTIMONY WHEREOF,
We, the undersigned owners of J & A TRADER, have set our hands this _____ day of _____, 2022.

JoAnn Jones, Trustee
OLIVER P JONES & JO ANN JONES TRUST

NOTARY CERTIFICATE:
Be it remembered that on this _____ day of _____, 2022, before me, a notary public in and for said County and State came JoAnn Jones, Trustee of the OLIVER P JONES & JO ANN JONES TRUST, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC:
My Commission Expires: _____ (seal)

APPROVALS
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of J & A TRADER this _____ day of _____, 2022.

Secretary: Krystal A. Voth
Chairman: Steven Rosenthal

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

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of J & A TRADER this _____ day of _____, 2022.

Chairman: Michael Smith
County Clerk: Janet Klasinski
Attest: Janet Klasinski

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

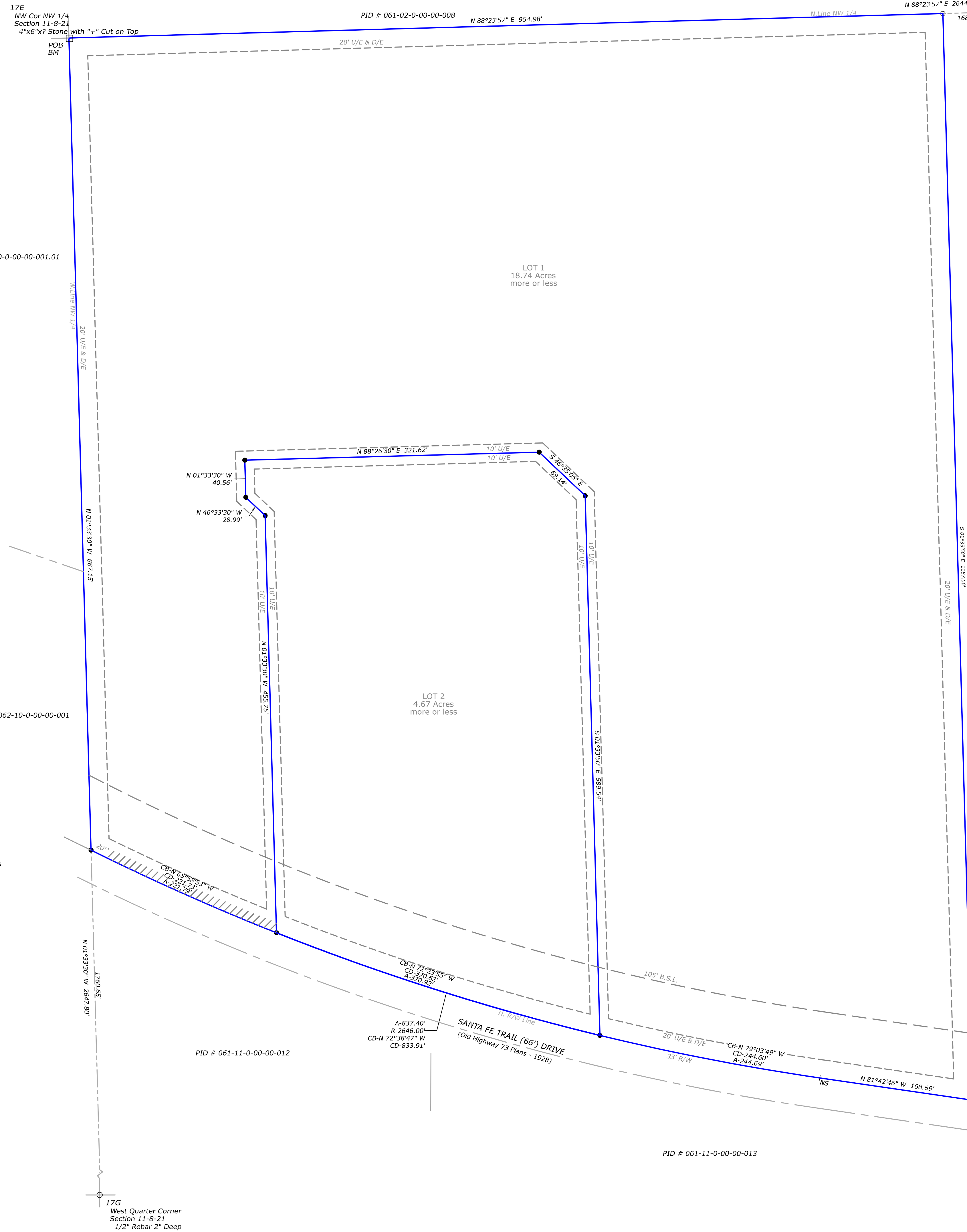
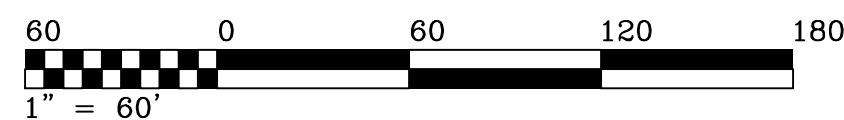
Register of Deeds - TerriLois G. Mashburn
I hereby certify that this plat meets the requirements of K.S.A. 58-2005. The face of this plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

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



Scale 1" = 60'

Job # K-22-1538
March 6, 2022 Rev. April 29, 2022
J. Herring, Inc. (dba)
SURVEYING
&
COMPANY
315 North 5th Street, Leav., KS 66048
Ph. 913.651.3858 Fax 913.674.5381
Email - survey@jeherr.com



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

ZONING:
RR 2.5 - Rural Residential 2.5

- NOTES:**
- 1) This survey does not show ownership.
 - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
 - 3) All recorded and measured distances are the same, unless otherwise noted.
 - 4) Error of Closure - See Error of Closure Calculations
 - 5) Basis of Bearing - KS SPC North Zone 1501 North line of Northwest Quarter
 - 6) Monument Origin Unknown, unless otherwise noted.
 - 7) Existing and Proposed Lots for Residential Use.
 - 8) Road Record - See Survey
 - 9) Benchmark - NAVD83
Project Benchmark (BM) - Northwest Corner Section 11 - Elev - 1092.8'
 - 10) Easements, if any, are created hereon or listed in referenced title commitment.
 - 11) Reference Recorded Deed Book 827 Page 2212
 - 12) Utility Companies -
 - Water - Water District 12
 - Electric - Evergy
 - Sewer - Septic / Lagoon
 - Gas - Propane / Natural Gas
 - 13) Reference Lawyers Title of Kansas Case No. 44277 updated March 1, 2022
 - 14) Property is not in a Special Flood Hazard Area per FEMA FIRN Map 20103C0050G & 0125G dated July 16, 2015
 - 15) Building Setback Lines as shown hereon or noted below
 - All side yard setbacks - 15' (Accessory - 15')
 - All rear yard setbacks - 40' (Accessory - 15')
 - 16) Distances to and of structures, if any, are +- 1'.
 - 17) Easements as per referenced Title Commitment are shown hereon, if any.
 - 18) Fence Lines do not necessarily denote the boundary line for the property.
 - 19) Reference Surveys:
 - J.A.Herring Survey Information dated 2015 - not recorded

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

PID # 061-11-0-00-00-010



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of December 2021 and March 2022 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring
PS # 1296

Allison, Amy

From: Jon Hain <Jon.Hain@evergy.com>
Sent: Tuesday, March 22, 2022 3:49 PM
To: Allison, Amy
Subject: RE: DEV-22-038/039 Preliminary and Final Plat – J&A Trader - PP FP DR

Internal Use Only

Amy,

Evergy has no objection with or complication due to the replat, let me know if you need anything further.

Thanks

Jon Hain

Evergy
Design Technician
jon.hain@evergy.com
(913) 758-2724

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Monday, March 21, 2022 3:40 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Van Parys, David <DVanParys@leavenworthcounty.gov>; 'butchbollin@yahoo.com' <butchbollin@yahoo.com>; Design Group Leavenworth <DesignGroupLeavenworth@evergy.com>; 'water12@embarqmail.com' <water12@embarqmail.com>; Noll, Bill <BNoll@leavenworthcounty.gov>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-22-038/039 Preliminary and Final Plat – J&A Trader - PP FP DR

****WARNING:** This email originated from an external source outside of Evergy. Think before you click on links or attachments!**

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision at 20174 Santa Fe Trail.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Monday, March 28, 2022.

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

Thank you,

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

Allison, Amy

From: RURAL WATER DIST <water12@embarqmail.com>
Sent: Thursday, March 24, 2022 3:37 PM
To: Allison, Amy
Subject: Re: DEV-22-038/039 Preliminary and Final Plat – J&A Trader - PP FP DR

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

Amy,
There is a 4" main water line on said land. Jefferson County RWD # 12 has no comment on said subdivision.
Thank you,
Denise Eggers

From: "Amy Allison" <AAllison@leavenworthcounty.gov>
To: "Magaha, Chuck" <cmagaha@lvsheriff.org>, "Miller, Jamie" <JMiller@leavenworthcounty.gov>, "Patzwald, Joshua" <jpatzwald@lvsheriff.org>, "David Van Parys" <DVanParys@leavenworthcounty.gov>, "Butch Bollin" <butchbollin@yahoo.com>, "DesignGroupLeavenworth@evergy.com" <DesignGroupLeavenworth@evergy.com>, "water12@embarqmail.com" <water12@embarqmail.com>, "bnoll" <BNoll@leavenworthcounty.gov>
Cc: "pz" <PZ@leavenworthcounty.gov>
Sent: Monday, March 21, 2022 3:40:28 PM
Subject: RE: DEV-22-038/039 Preliminary and Final Plat – J&A Trader - PP FP DR

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision at 20174 Santa Fe Trail.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Monday, March 28, 2022.

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

Thank you,

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

--

Denise Eggers, Bookkeeper/Office Mgr.
Jefferson County RWD #12

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Tuesday, April 26, 2022 4:13 PM
To: Allison, Amy
Cc: Noll, Bill; 019-2831
Subject: RE: Fw: DEV-22-038/039 JA Trader Review Comments - DR

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

Amy,
Good afternoon. The drainage report has been reviewed on behalf of engineering with no further comments.

Please let me know of any questions.

Sincerely,

Mitch Pleak

From: Noll, Bill <BNoll@leavenworthcounty.gov>
Sent: Friday, April 22, 2022 8:10 AM
To: Mitch Pleak <mpleak@olsson.com>
Subject: FW: Fw: DEV-22-038/039 JA Trader Review Comments - DR

From: Allison, Amy
Sent: Friday, April 22, 2022 8:06 AM
To: Noll, Bill <BNoll@leavenworthcounty.gov>
Subject: FW: Fw: DEV-22-038/039 JA Trader Review Comments - DR

Bill,

The Drainage Report for JA Trader is attached.

Amy

From: David Lutgen <dlutgen72@gmail.com>
Sent: Friday, April 22, 2022 7:27 AM
To: Joe Herring <herringsurveying@outlook.com>; Allison, Amy <AAllison@leavenworthcounty.gov>
Subject: Re: Fw: DEV-22-038/039 JA Trader Review Comments

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

Amy,

The revised drainage report for this project is attached.

Thank you,

Allison, Amy

From: Mitch Pleak <mpleak@olsson.com>
Sent: Tuesday, April 26, 2022 4:11 PM
To: Allison, Amy
Cc: Noll, Bill; 019-2831
Subject: RE: DEV-22-038/039 JA Trader Revised Plans - PP, FP

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

Amy,
Good afternoon. The PP and FP has been reviewed on behalf of engineering with no further comments.

Please let me know of any questions.

Sincerely,

Mitch Pleak

From: Noll, Bill <BNoll@leavenworthcounty.gov>
Sent: Monday, April 25, 2022 12:10 PM
To: Mitch Pleak <mpleak@olsson.com>; Michael Bogina <mjbogina@olsson.com>
Subject: FW: DEV-22-038/039 JA Trader Revised Plans - PP, FP

From: Allison, Amy
Sent: Monday, April 25, 2022 10:49 AM
To: Noll, Bill <BNoll@leavenworthcounty.gov>
Subject: DEV-22-038/039 JA Trader Revised Plans - PP, FP

Bill,

Please find the revised PP and FP for JA Trader attached. Please let me know if you have any questions.

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

Summary of Comments on J A TRADER FINAL 24x36LS

Page: 1

☰ Number: 1 Author: mjbogina Subject: Typewritten Text Date: 5/2/2022 8:39:03 AM

Reviewed 2022.05.02. No comments.

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

**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 the 187th Street over Murray Creek /Bridge HP-36. These services include providing engineering design services, geological investigation services, bidding plans, cost estimates, right-of-way plans and documents, utility plans and coordination and construction inspection services for the replacement of the 187th Street over Murray Creek /Bridge HP-36 (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, AASHTO Design Specifications, the Kansas Department of Transportation, Bureau of Local Projects Road and Bridge Design Criteria and 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 10th 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: 187th Street over Murray Creek /Bridge HP-36

SCOPE OF SERVICES

The project is specifically defined below:

The replacement of 187th Street over Murray Creek /Bridge HP-36.

The Engineer agrees to provide the following engineering services.

BASIC SERVICES - DESIGN

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide abutment and pier design recommendations to include two (2) geotechnical samples at proposed locations of abutments and piers as required by the KDOT Geotechnical manual.

2. Survey:

- Provide topographic survey for the limits of the project in accordance with KDOT standards.
- All existing ROW, Easement, and Property Owner information to be shown.
- Survey section corners to establish horizontal control.
- Provide legal descriptions for any additional Right of Way, Permanent Drainage Easements, and Temporary Construction Easements.
- Coordination with local utilities to show located information on the plans.
- Survey prepared to the State Minimum Standards.

3. Hydrology and hydraulics:

- Perform all hydrologic, hydraulic, and scour analyses required for the proposed improvements in accordance with the current edition of the Leavenworth County Road Construction and Storm Water Drainage Standards.
- Storm event discharge results for Murray Creek must include the 20%, 4%, 2%, 1% and 0.2% annual exceedance probability events.
- Proposed improvements impacting the Murray Creek Bridge and other stormwater structures must meet Leavenworth County level of service criteria.
- Develop a hydrologic and hydraulic report with supporting data that documents the analysis methodology/process, results, and proposed recommendations including a hydraulic assessment checklist.
- Develop and submit all necessary documentation for floodplain development permits, FEMA MT-2 procedures, or other required permits associated with Murray Creek to the appropriate agencies.

4. Bridge Structure:

- Rural Collector Structure, 32' wide (24' pavement with 4' shoulders each side) plus barrier.
- HL-93 Loading
- Designed to KDOT and AASHTO Standard Specification for Highway Bridges.
- Structure sized to pass 50-year storm event, minimum.
- Designed to Kansas Department of Transportation specifications.
- Evaluate 3 structure types
- Select the most cost-effective structure with input from Leavenworth County.

5. Roadway/Bridge Approach:

- County Rural Collector, 32' roadway width (24' pavement with 4' shoulders each side), 55 MPH design speed, (50 MPH posted speed).
- Minimum of 150' each side of structure, tapered to match existing road, shoulders may be reduced to match structure, but grading should be performed to allow for future upgrades.
- Signing, striping, and safety improvements, as necessary.
- Guardrail design (MGS) including layout sheets.
- Traffic Control plans showing bridge closure and detour plan.

6. Erosion Control and Permanent Seeding:

- Provide Erosion control plan per phase of the project
- Provide applicable standard erosion control details and quantities
- Utilize KDOT standard quantity sheets for erosion control and permanent seeding

7. Permits:

- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - Corps of Engineers 404 permit (Nationwide)
 - Wetland delineation and stream assessment report
 - DWR Permit
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS
 - FEMA

8. Utility Coordination:

- Facilitate Utility Coordination meetings
- Coordinate with utility owners for relocation efforts
- Preconstruction site visits, as required, for utility relocation efforts
- Identify underground facilities that need potholed and coordinate this effort with utility companies. (Pothole costs will be paid by the utilities or the county).

9. Deliverables:

- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
- Provide milestone submittals (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
- Survey Sheet to be filed with the Leavenworth County Register of Deeds.
- Inventory inspection report and SI&A sheet submitted to KDOT BLP.
- Bridge load rating report

10. Construction Services:

- Address RFIs from contractor as received
- Review Shop Drawings
- Plan revisions

11. To accept compensation for services described in 1 through 10, Basic Services - Design Phase in the amounts and at such periods of time as hereinafter setforth in Attachment B.

BASIC SERVICES – CONSTRUCTION INSPECTION

12. Provide one full time and however many part time KDOT CIT inspectors as needed for the duration of the project to inspect the work in progress to determine that the project is proceeding in accordance with the contract documents and specifications and that the completed work will conform to the contract requirements.
13. Attend the preconstruction meeting
14. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
15. 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.
16. 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.
17. Reporting: The inspector shall provide a weekly report to the Project Manager of 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.
18. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
19. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
20. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
21. Engineer shall provide and keep field and quantity diaries in hard cover books.
22. Engineer shall provide electronic as-builts in pdf format.
23. To accept compensation for services described in 12 through 22, Basic Services – Construction in the amounts and at such periods of time as hereinafter set forth 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 studies, 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: 187th Street over Murray Creek /Bridge HP-36

COMPENSATION

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

- A. For the Basic Services – Design as described items 1 through 11 in Attachment A, a Lump Sum Fee in the amount of Fifty-Nine Thousand Nine Hundred Dollars (\$59,900.00). For the Basic Services – Construction Inspection as described items 12 through 23 in Attachment A, a Lump Sum Fee in the amount of Seventy-Seven Thousand Six Hundred Dollars (\$77,600.00). 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 below. 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).

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$125.00
Engineer A	\$105.00
Engineer B	\$ 98.00
Engineer C	\$ 79.00
CADD Technician A	\$ 64.00
Technician A	\$ 57.00
Technician B	\$ 56.00

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: 187th Street over Murray Creek /Bridge HP-36

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 notices to proceed to the Engineer for each phase of the design services and construction.

**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: 187th Street over Murray Creek /Bridge HP-36

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: 187th Street over Murray Creek /Bridge HP-36

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 submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date.

1. Schedule. Engineer will make plan submittals to Owner and the Kansas Department of Transportation, Bureau of Local Projects based on the KDOT project schedule and the following approximate delivery times:
 - a. Field Check - Engineer will submit field check drawings within 85 calendar days after Notice to Proceed by Owner.
 - b. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Right-of-Way Plans and Public Improvement Document for acquiring Permanent Public Right-of-Way Easements, Temporary Construction Easements or any other required Easement Document) within 40 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - c. Office Check - Engineer will submit office check drawings and specifications within 150 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Final Plans and Bid Documents - Engineer will submit bid documents within 20 calendar days after the Notice to Resume Work is given by Owner following Office Check.

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

**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 the 179th Street over Salt Creek /Bridge K-19. These services include providing engineering design services, geological investigation services, bidding plans, cost estimates, right-of-way plans and documents, utility plans and coordination and construction inspection services for the replacement of the 179th Street over Salt Creek /Bridge K-19 (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, AASHTO Design Specifications, the Kansas Department of Transportation, Bureau of Local Projects Road and Bridge Design Criteria and 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 10th 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: 179th Street over Salt Creek /Bridge K-19

SCOPE OF SERVICES

The project is specifically defined below:

The replacement of the 179th Street over Salt Creek /Bridge K-19

The Engineer agrees to provide the following engineering services.

BASIC SERVICES - DESIGN

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide abutment and pier design recommendations to include two (2) geotechnical samples at proposed locations of abutments and piers as required by the KDOT Geotechnical manual.

2. Survey:

- Provide topographic survey for the limits of the project in accordance with KDOT standards.
- All existing ROW, Easement, and Property Owner information to be shown.
- Survey section corners to establish horizontal control.
- Provide legal descriptions for any additional Right of Way, Permanent Drainage Easements, and Temporary Construction Easements.
- Coordination with local utilities to show located information on the plans.
- Survey prepared to the State Minimum Standards.

3. Hydrology and hydraulics:

- Perform all hydrologic, hydraulic, and scour analyses required for the proposed improvements in accordance with the current edition of the Leavenworth County Road Construction and Storm Water Drainage Standards.
- Storm event discharge results for Salt Creek must include the 20%, 4%, 2%, 1% and 0.2% annual exceedance probability events.
- Proposed improvements impacting the Salt Creek Bridge and other stormwater structures must meet Leavenworth County level of service criteria.
- Develop a hydrologic and hydraulic report with supporting data that documents the analysis methodology/process, results, and proposed recommendations including a hydraulic assessment checklist.
- Develop and submit all necessary documentation for floodplain development permits, FEMA MT-2 procedures, or other required permits associated with Salt Creek to the appropriate agencies.

4. Bridge Structure:

- Rural Collector Structure, 32' wide (24' pavement with 4' shoulders each side) plus barrier.
- HL-93 Loading
- Designed to KDOT and AASHTO Standard Specification for Highway Bridges.
- Structure sized to pass 50-year storm event, minimum.
- Designed to Kansas Department of Transportation specifications.
- Evaluate 3 structure types
- Select the most cost-effective structure with input from Leavenworth County.

5. Roadway/Bridge Approach:

- County Rural Collector, 32' roadway width (24' pavement with 4' shoulders each side), 55 MPH design speed, (50 MPH posted speed).
- Minimum of 150' each side of structure, tapered to match existing road, shoulders may be reduced to match structure, but grading should be performed to allow for future upgrades.
- Signing, striping, and safety improvements, as necessary.
- Guardrail design (MGS) including layout sheets.
- Traffic Control plans showing bridge closure and detour plan.

6. Erosion Control and Permanent Seeding:

- Provide Erosion control plan per phase of the project
- Provide applicable standard erosion control details and quantities
- Utilize KDOT standard quantity sheets for erosion control and permanent seeding

7. Permits:

- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - Corps of Engineers 404 permit (Nationwide)
 - Wetland delineation and stream assessment report
 - DWR Permit
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS
 - FEMA

8. Utility Coordination:

- Facilitate Utility Coordination meetings
- Coordinate with utility owners for relocation efforts
- Preconstruction site visits, as required, for utility relocation efforts
- Identify underground facilities that need potholed and coordinate this effort with utility companies. (Pothole costs will be paid by the utilities or the county).

9. Deliverables:

- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
- Provide milestone submittals (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
- Survey Sheet to be filed with the Leavenworth County Register of Deeds.
- Inventory inspection report and SI&A sheet submitted to KDOT BLP.
- Bridge load rating report

10. Construction Services:

- Address RFIs from contractor as received
- Review Shop Drawings
- Plan revisions

11. To accept compensation for services described in 1 through 10, Basic Services - Design Phase in the amounts and at such periods of time as hereinafter setforth in Attachment B.

BASIC SERVICES – CONSTRUCTION INSPECTION

12. Provide one full time and however many part time KDOT CIT inspectors as needed for the duration of the project to inspect the work in progress to determine that the project is proceeding in accordance with the contract documents and specifications and that the completed work will conform to the contract requirements.
13. Attend the preconstruction meeting
14. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
15. 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.
16. 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.
17. Reporting: The inspector shall provide a weekly report to the Project Manager of 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.
18. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
19. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
20. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
21. Engineer shall provide and keep field and quantity diaries in hard cover books.
22. Engineer shall provide electronic as-builts in pdf format.
23. To accept compensation for services described in 12 through 22, Basic Services – Construction in the amounts and at such periods of time as hereinafter set forth 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 studies, 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: 179th Street over Salt Creek /Bridge K-19

COMPENSATION

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

- A. For the Basic Services – Design as described items 1 through 11 in Attachment A, a Lump Sum Fee in the amount of Fifty-Eight Thousand Seven Hundred Dollars (\$58,700.00). For the Basic Services – Construction Inspection as described items 12 through 23 in Attachment A, a Lump Sum Fee in the amount of Seventy-Eight Thousand Five Hundred Dollars (\$78,500.00). 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 below. 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).

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$125.00
Engineer A	\$105.00
Engineer B	\$ 98.00
Engineer C	\$ 79.00
CADD Technician A	\$ 64.00
Technician A	\$ 57.00
Technician B	\$ 56.00

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: 179th Street over Salt Creek /Bridge K-19

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 notices to proceed to the Engineer for each phase of the design services and construction.

**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: 179th Street over Salt Creek /Bridge K-19

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: 179th Street over Salt Creek /Bridge K-19

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 submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date.

1. Schedule. Engineer will make plan submittals to Owner and the Kansas Department of Transportation, Bureau of Local Projects based on the KDOT project schedule and the following approximate delivery times:
 - a. Field Check - Engineer will submit field check drawings within 85 calendar days after Notice to Proceed by Owner.
 - b. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Right-of-Way Plans and Public Improvement Document for acquiring Permanent Public Right-of-Way Easements, Temporary Construction Easements or any other required Easement Document) within 40 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - c. Office Check - Engineer will submit office check drawings and specifications within 150 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Final Plans and Bid Documents - Engineer will submit bid documents within 20 calendar days after the Notice to Resume Work is given by Owner following Office Check.

*****CONSENT AGENDA*****
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 the Fairmount Road over Little Stranger Creek /Bridge ST-26. These services include providing engineering design services, geological investigation services, bidding plans, cost estimates, right-of-way plans and documents, utility plans and coordination and construction inspection services for the replacement of the Fairmount Road over Little Stranger Creek /Bridge ST-26 (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, AASHTO Design Specifications, the Kansas Department of Transportation, Bureau of Local Projects Road and Bridge Design Criteria and 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 10th 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: Fairmount Road over Little Stranger Creek /Bridge ST-26

SCOPE OF SERVICES

The project is specifically defined below:

Replacement of the Fairmount Road over Little Stranger Creek /Bridge ST-26

The Engineer agrees to provide the following engineering services.

BASIC SERVICES - DESIGN

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide abutment and pier design recommendations to include two (2) geotechnical samples at proposed locations of abutments and piers as required by the KDOT Geotechnical manual.

2. Survey:

- Provide topographic survey for the limits of the project in accordance with KDOT standards.
- All existing ROW, Easement, and Property Owner information to be shown.
- Survey section corners to establish horizontal control.
- Provide legal descriptions for any additional Right of Way, Permanent Drainage Easements, and Temporary Construction Easements.
- Coordination with local utilities to show located information on the plans.
- Survey prepared to the State Minimum Standards.

3. Hydrology and hydraulics:

- Perform all hydrologic, hydraulic, and scour analyses required for the proposed improvements in accordance with the current edition of the Leavenworth County Road Construction and Storm Water Drainage Standards.
- Storm event discharge results for Little Stranger Creek must include the 20%, 4%, 2%, 1% and 0.2% annual exceedance probability events.
- Proposed improvements impacting the Little Stranger Creek Bridge and other stormwater structures must meet Leavenworth County level of service criteria.
- Develop a hydrologic and hydraulic report with supporting data that documents the analysis methodology/process, results, and proposed recommendations including a hydraulic assessment checklist.
- Develop and submit all necessary documentation for floodplain development permits, FEMA MT-2 procedures, or other required permits associated with Little Stranger Creek to the appropriate agencies.

4. Bridge Structure:

- Rural Collector Structure, 32' wide (24' pavement with 4' shoulders each side) plus barrier.
- HL-93 Loading
- Designed to KDOT and AASHTO Standard Specification for Highway Bridges.
- Structure sized to pass 50-year storm event, minimum.
- Designed to Kansas Department of Transportation specifications.
- Evaluate 3 structure types
- Select the most cost-effective structure with input from Leavenworth County.

5. Roadway/Bridge Approach:

- County Rural Collector, 32' roadway width (24' pavement with 4' shoulders each side), 55 MPH design speed, (50 MPH posted speed).
- Minimum of 150' each side of structure, tapered to match existing road, shoulders may be reduced to match structure, but grading should be performed to allow for future upgrades.
- Signing, striping, and safety improvements, as necessary.
- Guardrail design (MGS) including layout sheets.
- Traffic Control plans showing bridge closure and detour plan.

6. Erosion Control and Permanent Seeding:

- Provide Erosion control plan per phase of the project
- Provide applicable standard erosion control details and quantities
- Utilize KDOT standard quantity sheets for erosion control and permanent seeding

7. Permits:

- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - Corps of Engineers 404 permit (Nationwide)
 - Wetland delineation and stream assessment report
 - DWR Permit
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS
 - FEMA

8. Utility Coordination:

- Facilitate Utility Coordination meetings
- Coordinate with utility owners for relocation efforts
- Preconstruction site visits, as required, for utility relocation efforts
- Identify underground facilities that need potholed and coordinate this effort with utility companies. (Pothole costs will be paid by the utilities or the county).

9. Deliverables:

- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
- Provide milestone submittals (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
- Survey Sheet to be filed with the Leavenworth County Register of Deeds.
- Inventory inspection report and SI&A sheet submitted to KDOT BLP.
- Bridge load rating report

10. Construction Services:

- Address RFIs from contractor as received
- Review Shop Drawings
- Plan revisions

11. To accept compensation for services described in 1 through 10, Basic Services - Design Phase in the amounts and at such periods of time as hereinafter setforth in Attachment B.

BASIC SERVICES – CONSTRUCTION INSPECTION

12. Provide one full time and however many part time KDOT CIT inspectors as needed for the duration of the project to inspect the work in progress to determine that the project is proceeding in accordance with the contract documents and specifications and that the completed work will conform to the contract requirements.
13. Attend the preconstruction meeting
14. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
15. 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.
16. 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.
17. Reporting: The inspector shall provide a weekly report to the Project Manager of 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.
18. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
19. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
20. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
21. Engineer shall provide and keep field and quantity diaries in hard cover books.
22. Engineer shall provide electronic as-builts in pdf format.
23. To accept compensation for services described in 12 through 22, Basic Services – Construction in the amounts and at such periods of time as hereinafter set forth 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 studies, 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: Fairmount Road over Little Stranger Creek /Bridge ST-26

COMPENSATION

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

- A. For the Basic Services – Design as described items 1 through 11 in Attachment A, a Lump Sum Fee in the amount of Fifty-Seven Thousand Six Hundred and Fifty Dollars (\$57,650.00). For the Basic Services – Construction Inspection as described items 12 through 23 in Attachment A, a Lump Sum Fee in the amount of Seventy-Five Thousand Nine Hundred Dollars (\$75,900.00). 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 below. 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).

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$125.00
Engineer A	\$105.00
Engineer B	\$ 98.00
Engineer C	\$ 79.00
CADD Technician A	\$ 64.00
Technician A	\$ 57.00
Technician B	\$ 56.00

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: Fairmount Road over Little Stranger Creek /Bridge ST-26

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 notices to proceed to the Engineer for each phase of the design services and construction.

**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: Fairmount Road over Little Stranger Creek /Bridge ST-26

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: Fairmount Road over Little Stranger Creek /Bridge ST-26

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 submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date.

1. Schedule. Engineer will make plan submittals to Owner and the Kansas Department of Transportation, Bureau of Local Projects based on the KDOT project schedule and the following approximate delivery times:
 - a. Field Check - Engineer will submit field check drawings within 75 calendar days after Notice to Proceed by Owner.
 - b. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Right-of-Way Plans and Public Improvement Document for acquiring Permanent Public Right-of-Way Easements, Temporary Construction Easements or any other required Easement Document) within 40 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - c. Office Check - Engineer will submit office check drawings and specifications within 150 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Final Plans and Bid Documents - Engineer will submit bid documents within 20 calendar days after the Notice to Resume Work is given by Owner following Office Check.

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

**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 the 255th Street over Dawson Creek/Bridge E-48. These services include providing engineering design services, geological investigation services, bidding plans, cost estimates, right-of-way plans and documents, utility plans and coordination and construction inspection services for the replacement of the 255th Street over Dawson Creek/Bridge E-48 (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, AASHTO Design Specifications, the Kansas Department of Transportation, Bureau of Local Projects Road and Bridge Design Criteria and 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 10th 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: 255th Street over Dawson Creek/Bridge E-48

SCOPE OF SERVICES

The project is specifically defined below:

The replacement of the 255th Street over Dawson Creek/Bridge E-48

The Engineer agrees to provide the following engineering services.

BASIC SERVICES - DESIGN

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide abutment and pier design recommendations to include one (1) geotechnical samples at proposed locations of abutments as required by the KDOT Geotechnical manual.

2. Survey:

- Provide topographic survey for the limits of the project in accordance with KDOT standards.
- All existing ROW, Easement, and Property Owner information to be shown.
- Survey section corners to establish horizontal control.
- Provide legal descriptions for any additional Right of Way, Permanent Drainage Easements, and Temporary Construction Easements.
- Coordination with local utilities to show located information on the plans.
- Survey prepared to the State Minimum Standards.

3. Hydrology and hydraulics:

- Perform all hydrologic, hydraulic, and scour analyses required for the proposed improvements in accordance with the current edition of the Leavenworth County Road Construction and Storm Water Drainage Standards.
- Storm event discharge results for Dawson Creek must include the 20%, 4%, 2%, 1% and 0.2% annual exceedance probability events.
- Proposed improvements impacting the Dawson Creek Bridge and other stormwater structures must meet Leavenworth County level of service criteria.
- Develop a hydrologic and hydraulic report with supporting data that documents the analysis methodology/process, results, and proposed recommendations including a hydraulic assessment checklist.
- Develop and submit all necessary documentation for floodplain development permits, FEMA MT-2 procedures, or other required permits associated with Dawson Creek to the appropriate agencies.

4. Bridge Structure:

- Rural Local Structure, 28' wide plus barrier.
- HL-93 Loading
- Designed to KDOT and AASHTO Standard Specification for Highway Bridges.
- Designed to Kansas Department of Transportation specifications.
- Evaluate 2 structure types
- Select the most cost-effective structure with input from Leavenworth County.

5. Roadway/Bridge Approach:

- County Rural Local, 28' roadway width (24' pavement with 2' shoulders each side), 35 MPH design speed, (35 MPH posted speed).
- Minimum of 150' each side of structure, tapered to match existing road, shoulders may be reduced to match structure, but grading should be performed to allow for future upgrades.
- Signing, striping, and safety improvements, as necessary.
- Guardrail design (MGS) including layout sheets.
- Traffic Control plans showing bridge closure and detour plan.

6. Erosion Control and Permanent Seeding:

- Provide Erosion control plan per phase of the project
- Provide applicable standard erosion control details and quantities
- Utilize KDOT standard quantity sheets for erosion control and permanent seeding

7. Permits:

- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - Corps of Engineers 404 permit (Nationwide)
 - Wetland delineation and stream assessment report
 - DWR Permit
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS
 - FEMA

8. Utility Coordination:

- Facilitate Utility Coordination meetings
- Coordinate with utility owners for relocation efforts
- Preconstruction site visits, as required, for utility relocation efforts
- Identify underground facilities that need potholed and coordinate this effort with utility companies. (Pothole costs will be paid by the utilities or the county).

9. Deliverables:

- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
- Provide milestone submittals (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
- Survey Sheet to be filed with the Leavenworth County Register of Deeds.
- Inventory inspection report and SI&A sheet submitted to KDOT BLP.
- Bridge load rating report

10. Construction Services:

- Address RFIs from contractor as received
- Review Shop Drawings
- Plan revisions

11. To accept compensation for services described in 1 through 10, Basic Services - Design Phase in the amounts and at such periods of time as hereinafter setforth in Attachment B.

BASIC SERVICES – CONSTRUCTION INSPECTION

12. Provide one full time and however many part time KDOT CIT inspectors as needed for the duration of the project to inspect the work in progress to determine that the project is proceeding in accordance with the contract documents and specifications and that the completed work will conform to the contract requirements.
13. Attend the preconstruction meeting
14. The inspector shall serve as the resident representative of the Leavenworth County Public Works Department during the construction of the project.
15. 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.
16. 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.
17. Reporting: The inspector shall provide a weekly report to the Project Manager of 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.
18. Engineer shall perform or subcontract all testing per KDOT specifications and testing frequencies.
19. Provide consistent oversight on the Contractor's responsibilities for traffic control and erosion control inspections.
20. Report to County, giving opinions and suggestions regarding defects or deficiencies in the Contractor's work.
21. Engineer shall provide and keep field and quantity diaries in hard cover books.
22. Engineer shall provide electronic as-builts in pdf format.
23. To accept compensation for services described in 12 through 22, Basic Services – Construction in the amounts and at such periods of time as hereinafter set forth 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 studies, 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: 255th Street over Dawson Creek/Bridge E-48

COMPENSATION

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

- A. For the Basic Services – Design as described items 1 through 11 in Attachment A, a Lump Sum Fee in the amount of Thirty-Eight Thousand Eight Hundred Dollars (\$38,800.00). For the Basic Services – Construction Inspection as described items 12 through 23 in Attachment A, a Lump Sum Fee in the amount of Sixty-Four Thousand Two Hundred Dollars (\$64,200.00). 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 below. 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).

Salary Rates including overhead.

Classification	Hourly Rate
Principal	\$125.00
Engineer A	\$105.00
Engineer B	\$ 98.00
Engineer C	\$ 79.00
CADD Technician A	\$ 64.00
Technician A	\$ 57.00
Technician B	\$ 56.00

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: 255th Street over Dawson Creek/Bridge E-48

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 notices to proceed to the Engineer for each phase of the design services and construction.

**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: 255th Street over Dawson Creek/Bridge E-48

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: 255th Street over Dawson Creek/Bridge E-48

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 submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date.

1. Schedule. Engineer will make plan submittals to Owner based on the following approximate delivery times:
 - a. Field Check - Engineer will submit field check drawings within 75 calendar days after Notice to Proceed by Owner.
 - b. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Right-of-Way Plans and Public Improvement Document for acquiring Permanent Public Right-of-Way Easements, Temporary Construction Easements or any other required Easement Document) within 40 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - c. Office Check - Engineer will submit office check drawings and specifications within 150 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Final Plans and Bid Documents - Engineer will submit bid documents within 20 calendar days after the Notice to Resume Work is given by Owner following Office Check.

BOARD ORDER 2022 - 2

An order of the Board of County Commissioners of Leavenworth County, Kansas approved during the regular course of business on the 22nd day of June, 2022, pursuant to K.S.A. 79-2801(a), directing tax counsel Roger L. Marrs to initiate tax lien foreclosure action upon the properties subject to foreclosure due to unpaid delinquent property taxes.

It is so ordered this 22nd day of June, 2022.

Board of County Commissioners
of Leavenworth County, Kansas

Mike Smith, Chairman

Jeff Culbertson, Member

Doug Smith, Member

Vicky Kaaz, Member

Mike Stieben, Member

Leavenworth County Request for Board Action

Date: 6/15/2022

To: Board of County Commissioners

From: Public Works

Department Head Approval:

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approval of the request for reimbursement for removal of the K-45 bridge structure and K-56 - 114" culvert.

Recommendation: Approval

Analysis: The bridge replacement project is now complete and the road is open. The chairman must sign the attached letter for them to release the reimbursement funds for the project. These projects were considered stream mitigation projects to allow fish to pass both structures. Both projects were 50/50 cost shares.

Alternatives:

Budgetary Impact:

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

Total Amount Requested: \$0

Additional Attachments: Agreement

June 14, 2022

Frank Austenfeld
Executive Director
Watershed Land Trust, Inc.
140 Cherry Hill Dr.
Belton, MO 64012

RE: Request for Payment – 187th Road/Millwood Road Plum Creek Tributary Crossings

Dear Mr. Austenfeld:

Per our Memorandum of Understanding executed February 10, 2021, and Notice of Permanent Mitigation Project executed on September 20, 2021, Leavenworth County is requesting payment for the completion of the Plum Creek Tributary crossing on 187th Road and Millwood Road.

Our total out of pocket expenses were \$180,195.50 or greater and receipts have been provided to WLT.

The payment request from WLT is for \$90,097.75 per the email received by Bill Noll on January 27, 2021 offering to pay 50% of out of pocket expenses for both crossings.

To satisfy requirements of this payment request, Leavenworth County completed the following:

- Completed checkout with Watershed Land Trust representative on June 14, 2022
- Filed the signed notice of permanent mitigation project appendix at Leavenworth County Department of Public Works

Please send the check, made out to Leavenworth County Department of Public Works, to the following address:

Leavenworth County Department of Public Works
300 Walnut St., Suite 007
Leavenworth, KS 66048

Sincerely,

Mike Smith
Chair, Leavenworth County Commissioners