

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

*Leavenworth County*  
*Board of County Commissioners*

*Regular Meeting Agenda*  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
September 8, 2021  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
  - a) Meeting day of October 19<sup>th</sup> (KAC conference October 18-20)
  - b) Select voting delegate and two alternates for the KAC Conference
- 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 September 1, 2021
- b) Approval of the schedule for the week September 13, 2021
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Case Number DEV-21-124, a temporary special use permit for Kansans for Health Freedom Group located at the Deer Ridge Event Center.
  - OPEN PUBLIC HEARING
  - CLOSE PUBLIC HEARING
  - Consider a motion to approve Case Number DEV-21-124, a temporary special use permit for Kansans for Health Freedom Group located at the Deer Ridge Event Center on September 20<sup>th</sup>.
- b) Consider a motion to accept the selection committee recommendation to award design engineering and construction engineering for the HRRR Tonganoxie shoulder additional project to MHS.
- c) Consider a motion to approve agreement number 199-21 with KDOT for the cost share program award for 158<sup>th</sup> St. roadway safety improvement for FY2022.

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

- a) City of Basehor presentation for 155<sup>th</sup> Street.

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**WORK SESSION IMMEDIATELY FOLLOWING THE  
REGULAR SESSION TO DISCUSS ECONOMIC  
DEVELOPER JOB DESCRIPTION**

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, September 6, 2021 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF LABOR DAY**

**Tuesday, September 7, 2021**

**Wednesday, September 8, 2021**

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

**Thursday, September 9, 2021**

12:00 p.m.        LCDC meeting

**Friday, September 10, 2021**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

# CERTIFICATION OF VOTING DELEGATE

## Kansas Association of Counties 46th Annual Conference & Exhibition

Purpose:

The Bylaws of the Kansas Association of Counties provide that the county voting delegate be selected and certified in the following manner:

*"Each member county shall be allowed one vote, which shall be cast by a chosen delegate designated for the county. Any county elected or appointed official may be selected as the county's voting delegate. The member county shall also appoint two alternates, specifying the order of such alternates, should the voting delegate be unavailable to attend the meeting. Delegates and alternates shall be certified to the KAC at least seven days before the meeting."*

Please complete this form and return it at your earliest convenience to:

Kansas Association of Counties  
715 SW 10th Ave.  
Topeka, KS 66612

If you have any questions please contact:

Betty Oliva  
oliva@kansascounties.org  
785.272.2585

**For voting delegates to be certified, your response (and/or any changes or alterations to this form) must be received no later than Monday, October 4, 2021.**

Date: \_\_\_\_\_, 2021

I, \_\_\_\_\_, County Clerk of

\_\_\_\_\_ County do hereby certify that the following officers have been designated as the voting delegate and alternates for the KAC 46th Annual Conference & Exhibition.

Delegate \_\_\_\_\_ Position \_\_\_\_\_

1st Alternate \_\_\_\_\_ Position \_\_\_\_\_

2<sup>nd</sup> Alternate \_\_\_\_\_ Position \_\_\_\_\_

Signed: \_\_\_\_\_  
County Clerk

\*\*\*\*\*September 1, 2021 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, September 1, 2021. 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; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: Joe Herring, Greg Ledford, Curtis Witt, Tony and Julie Sheets, Randy Evans, Tyler Kendrick

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

David Van Parys requested ratification of a motion for the Special Other Funds budget approval.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve the County's Special Other Funds 2022 budget as presented.***

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

Mark Loughry reported the meeting for the week of October 18<sup>th</sup> will need to be moved due to three Commissioners attending the Kansas Association of Counties conference.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to move the meeting date for the week of October 18<sup>th</sup> to be October 19<sup>th</sup>.***

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

Commissioner Mike Smith asked staff to schedule a work session to discuss the job description for an economic developer position.

Commissioner Mike Smith recognized the loss of lives and those left behind during the Afghanistan withdrawal.

Commissioner Doug Smith stated that during a work session it was mentioned about fire hydrants indicating he thought it was decided that if water districts provide fire protection that that is what would happen not that we have to provide fire protection for subdivisions.

Mr. Van Parys recalls that the Board made a policy decision that where the infrastructure existed for the installation of fire hydrants in a subdivision that that would be required but in instances that there was no current availability of that infrastructure that fire hydrants would not be required.

Commissioner Doug Smith inquired about the trailer park in Tonganoxie allowing RV's to park there.

Mr. Van Parys indicated staff's interpretation of the regulations did not allow for the parking of RV's at that site.

***A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to direct staff to accommodate the parking of RV's at the Paradise Trailer Court for the change in current regulations or 60 days whichever occurs later.***

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

Commissioner Kaaz requested the check registry be removed from the consent agenda.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, September 1, 2021 as provided except the check registry.***

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

***A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben to accept the check registry section of the consent agenda.***

***Motion passed, 4-0, Commissioner Kaaz abstained.***

Bill Noll requested approval of an agreement between MHS, Leavenworth County and KDOT for construction engineering and inspection services for high-risk rural road projects.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to approve the agreement for construction engineering for project 505801 services between MHS, Leavenworth County and KDOT.***

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

Mr. Noll requested approval of a contract between LEXECO and Leavenworth County for rock crushing at the Tonganoxie Quarry.

Commissioner Kaaz clarified she has no ownership or interest in LEXECO and will not be voting on this because she does not want any appearance of impropriety.

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to approve the agreement for rock crushing and quarry operations between LEXECO and Leavenworth County for the Tonganoxie Quarry inserting the appropriate insurance provisions.***

***Motion passed, 4-0, Commissioner Kaaz abstained.***

Amy Allison presented Resolution 2021-33, a request for a special use permit for a contractor's yard for Westland Construction located at 20510 163<sup>rd</sup> St.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Stieben to approve Resolution 2021-33, a special use renewal for a contractor's yard for Westland Construction, Inc. for a period of five years.***

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

Ms. Allison presented Resolution 2021-34, a request for a special use permit for a contractor's yard for Schuetz Construction located at 14833 142<sup>nd</sup> St.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Doug Smith to approve Resolution 2021-34, a special use permit for Schuetz Construction for 15 years.***

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

Ms. Allison presented Resolution 2021-35, a request for a special use permit for a contractor's yard for Dave's Plus Construction, LLC located at 18429 166<sup>th</sup> St.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve Resolution 2021-35, a special use permit for Dave's Construction for the amount of 15 years.***

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

Ms. Allison presented Resolution 2021-36, a request for a special use permit for a boat and RV storage for Ledford Boat and RV Storage located at 28910 207<sup>th</sup> St.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to approve Resolution 2021-36, a special use permit for a boat and RV storage located at 28910 207<sup>th</sup> St.***

***Motion passed, 4-1, Commissioner Kaaz voting nay.***

Ms. Allison presented Resolution 2021-37, a request for a special use permit for a boat storage facility for Dusselier Boat Storage located at 15829 174<sup>th</sup> St.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve Resolution 2021-37, a special use permit for a boat storage facility for Dusselier Boats located at 15829 174<sup>th</sup> St.***

***Motion failed 3-2, Commissioners Mike Smith, Doug Smith and Vicky Kaaz voting nay.***

***A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith to return this back to the Planning Commission for them to review the Golden Factors that might support this SUP.***

***Motion passed, 3-2 Commissioner Mike Smith and Vicky Kaaz voting nay.***

Ms. Allison presented Resolution 2021-38, a request for a rezone from RR-5 to RR-2.5 located at 25800 Linwood Road.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve Resolution 2021-38, a request to rezone a tract of land from RR-5 to RR-2.5 located in the northeast intersection of K-32 and I-70.***

***Motion passed, 3-2 Commissioners Stieben and Kaaz voting nay.***

Ms. Allison presented Resolution 2021-39, to amend the article 19, the table of uses of the 2006 Zoning and Subdivision Regulations.

***A motion was made by Commissioner Stieben and seconded by Commissioner Kaaz to approve Resolution 2021-39, a text amendment to the Leavenworth County Zoning and Subdivision Regulations, Article 19, Table of Uses.***

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

Ms. Allison presented Resolution 2021-40, to amend Articles 3, 19 and 57, definitions, table of uses and renewable energy conversion systems.

***A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve Resolution 2021-40, a text amendment to the Leavenworth County Zoning and Subdivision Regulations, Articles 2, 19 and 57, solar farms.***

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

Commissioner Mike Smith reported the city of Lansing is moving forward on designs for Bernard Park.

Commissioner Doug Smith reported the city of Basehor and Fairmount Township held public hearings for the revenue neutral rates.



Commissioner Kaaz clarified that a letter sent on what appeared to be County letterhead to support decisions or opinions of the school board regarding their decisions on masks was an individual declaration and not the opinions of the Board of County Commissioners as a whole.

Commissioner Stieben clarified the contents of the letter simply states that the schools have the authority to make their decisions for their students and their communities indicating he spoke with the Attorney General on the contents of that letter.

Mr. Loughry reminded the Board about the Price Chopper ribbon-cutting ceremony on September 15 at 8:00 a.m.

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

*Motion passed, 5-0.*

The Board adjourned at 10:26 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, September 13, 2021

Tuesday, September 14, 2021

Wednesday, September 15, 2021

8:00 a.m. Price Chopper Ribbon Cutting Ceremony

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

Thursday, September 16, 2021

Friday, September 17, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
1054	ALLIANCE A	ALLIANCE AGAINST FAMILY VIOLEN	321901	93887 AP	08/31/2021	1-001-5-29-204	PER LVCO 2021 BUDGET	13,750.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	321902	93888 AP	08/31/2021	1-001-5-41-202	10052 MENDEZ,HUNSECKER TRAININ	270.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	321902	93888 AP	08/31/2021	1-001-5-41-202	10052 MENDEZ,HUNSECKER TRAININ	145.00	
							*** VENDOR	13088 TOTAL	415.00
6049	AT&T	AT&T	321935	93905 AP	09/02/2021	1-001-5-07-210	210 074 2055 055 ETHERNET UPGR	643.20	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	321936	93906 AP	09/02/2021	1-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
1388	CASH-WA DISTRIBUTING	CASH-WA DISTRIBUTING	321938	93908 AP	09/02/2021	1-001-5-07-261	800782 JAIL KITCHEN SUPPLIES	263.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-05-210	AT&T FIRSTNET - EMS	413.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-05-215	WASTE MGMT CTHSE/SHF/JC/EMS 91	94.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-05-215	FREESTATE ELEC SVC EMS 9102	561.37	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	192.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-05-280	MIDWEST MOBILE RADIO	210.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-208	WASTE MGMT CTHSE/SHF/JC/EMS 91	354.37	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-208	MIDWEST RADIO SERVICE	700.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-208	MIDWEST RADIO SERVICE	175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-208	MIDWEST RADIO SERVICE	230.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-208	MIDWEST RADIO SERVICE	535.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-210	AT&T SHF WIRELESS	4,109.79	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-210	AT&T MONTHLY SVC	316.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-210	AT&T SHF	93.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-216	TIME WARNER CABLE INTERNET FOR	74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-219	TIME WARNER INTERNET FOR MENTA	181.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-07-223	FREESTATE ELEC SVC TO SIRENS/E	333.21	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-11-308	CDW GOVERNMENT CO ATTY SECRETA	1,373.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-14-210	SPECTRUM BUSINESS (COUNTY COMM	2,511.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-14-220	TONGANOXIE WATER - 725 LAMING	52.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-14-220	WASTE MGMT CTHSE/SHF/JC/EMS 91	287.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-14-220	8-40 FREESTATE ELEC SVC	993.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-18-213	SPECTRUM BUSINESS (COUNTY COMM	2,500.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-19-220	IRON MOUNTAIN SHREDDING DSRG11	139.43	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-32-297	WASTE MGMT CTHSE/SHF/JC/EMS 91	315.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-41-271	FLEETHOSTER SEPTEMBER CAMERA H	98.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-001-5-53-207	WASTE MANAGEMENT - NOX WEED TR	65.65	
							*** VENDOR	648 TOTAL	16,913.33
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	321939	93909 AP	09/02/2021	1-001-5-07-359	SHERIFF - NITRILE GLOVES FOR J	2,140.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-001-5-14-220	ELEC SVC COURTHOUSE	11,599.60	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-001-5-32-392	ELEC SVC JUSTICE CENTER	26,053.91	
							*** VENDOR	86 TOTAL	37,653.51
8726	FAGAN COMPANY	FAGAN COMPANY	321907	93894 AP	08/31/2021	1-001-5-33-209	24520 CUSHING - WATER LEAKS, C	2,106.85	
479	FARRIS FRESH & WER	FAARRIS, FRESH, & WERRING LAW OF	321908	93895 AP	08/31/2021	1-001-5-09-231	ATTORNEY VOUCHERS	376.00	
479	FARRIS FRESH & WER	FAARRIS, FRESH, & WERRING LAW OF	321908	93895 AP	08/31/2021	1-001-5-09-231	ATTORNEY VOUCHERS	224.00	
							*** VENDOR	479 TOTAL	600.00
236	INTERPRETERS	INTERPRETERS INC	321944	93914 AP	09/02/2021	1-001-5-19-221	DIST CT INTERPRETER 8/18/21 20	168.16	
99	JUROR								

warrants by vendor

START DATE: 08/28/2021 END DATE: 09/03/2021

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL	1,514.04	
26400	KANSAS GAS	KANSAS GAS SERVICE	321910	93897 AP	08/31/2021	1-001-5-14-220	510614745 1631910 36 GAS TRANS	121.53		
19738	KEHA	KEHA	322011	93977 AP	09/03/2021	1-001-5-06-215	FALL CONF - KYLE ANDERSON	145.00		
1138	KELLER FIRE SAFETY	KELLER FIRE SAFETY	321911	93898 AP	08/31/2021	1-001-5-33-266	CUSHING - EST3 PANEL ISSUES (7	1,929.24		
2666	MISC REIMBURSEMENTS	SARAH FLAHERTY	321989	93959 AP	09/02/2021	1-001-5-07-211	PER DIEM - WASHINGTON DC 10/12	126.00		
2666	MISC REIMBURSEMENTS	SARAH FLAHERTY	321989	93959 AP	09/02/2021	1-001-5-07-211	PER DIEM - WASHINGTON DC 10/12	133.00		
2666	MISC REIMBURSEMENTS	SARAH FLAHERTY	321989	93959 AP	09/02/2021	1-001-5-07-211	PER DIEM - WASHINGTON DC 10/12	204.00		
							*** VENDOR	2666 TOTAL	463.00	
196	OLSSON	OLSSON, INC	322014	93980 AP	09/03/2021	1-001-5-06-206	PROF SVCS THROUGH 8.7.21 019-	4,173.75		
3	OTHER COUNTY OFFICE	KAPIO	321991	93961 AP	09/02/2021	1-001-5-07-202	ANNUAL CONF (SHF)	160.00		
153	PRUESSNER	MICHELLE JEAN PRUESSNER	321993	93963 AP	09/02/2021	1-001-5-07-219	NURSE PRACTITIONER FOR JAIL	4,841.67		
29720	SCHWINN EL	SCHWINN ELECTRIC	321913	93900 AP	08/31/2021	1-001-5-32-209	JC-DISPATCH - SVC TO INSTALL L	1,700.00		
300	SEARIGHT FAMILY	SEARIGHT FAMILY PRACTICE	321996	93966 AP	09/02/2021	1-001-5-07-219	DOCTOR / JAIL INMATES	1,200.00		
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	321915	93902 AP	08/31/2021	1-001-5-31-212	AUGUST PEST CONTROL 204513	520.00		
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	321915	93902 AP	08/31/2021	1-001-5-32-211	AUGUST PEST CONTROL 204513	72.00		
							*** VENDOR	915 TOTAL	592.00	
1270	ST VINCENT CLINIC	ST VINCENT CLINIC	321916	93903 AP	08/31/2021	1-001-5-29-205	PER 2021 LVCO BUDGET	10,000.00		
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-11-253	0496-00-668063-1 AUGUST FUEL	70.00		

warrants by vendor

START DATE: 08/28/2021 END DATE: 09/03/2021

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-14-331	0496-00-668063-1	AUGUST FUEL	8,520.52	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-14-332	0496-00-668063-1	AUGUST FUEL	8,882.52	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-14-334	0496-00-668063-1	AUGUST FUEL	427.18	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-14-335	0496-00-668063-1	AUGUST FUEL	107.00	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-001-5-14-901	0496-00-668063-1	AUGUST FUEL	155.54-	
								*** VENDOR	276 TOTAL	17,851.68
100	WITNESS LIST							*** VENDOR	100 TOTAL	150.00
								TOTAL FUND 001		122,495.71
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-104-5-00-212	CDW GOVERNMENT CO ATTY SECRETA		2,500.84	
								TOTAL FUND 104		2,500.84
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-108-5-00-601	MIDWEST MOBILE RADIO		75.00	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-108-5-00-304	0496-00-668063-1	AUGUST FUEL	52.70	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-108-5-00-606	0496-00-668063-1	AUGUST FUEL	3.77	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-108-5-00-610	0496-00-668063-1	AUGUST FUEL	3.77	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-108-5-00-612	0496-00-668063-1	AUGUST FUEL	15.06	
								*** VENDOR	276 TOTAL	75.30
								TOTAL FUND 108		150.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-115-5-00-415	FLEETHOSTER SEPTEMBER CAMERA H		19.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-115-5-00-418	FLEETHOSTER SEPTEMBER CAMERA H		38.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-115-5-00-423	FLEETHOSTER SEPTEMBER CAMERA H		78.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-115-5-00-434	FLEETHOSTER SEPTEMBER CAMERA H		529.15	
								*** VENDOR	648 TOTAL	665.95
								TOTAL FUND 115		665.95
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-126-5-00-210	FIRSTNET/COMM CORR WIRELESS		303.68	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-126-5-00-221	FLEETHOSTER SEPTEMBER CAMERA H		9.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-126-5-00-225	IRON MOUNTAIN SHREDDING DSRG11		12.56	
								*** VENDOR	648 TOTAL	326.21
7098	QUILL CORP	QUILL CORP	321994	93964 AP	09/02/2021	1-126-5-00-321	5645204 FILE FOLDERS (COMM COR		21.98	
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-126-5-00-221	0496-00-668063-1	AUGUST FUEL	30.92	
								TOTAL FUND 126		379.11
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-133-5-00-207	8-22 MIDWEST MOBILE RADIO		375.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-133-5-00-251	8-40 FREESTATE ELEC SVC		71.80	
								*** VENDOR	648 TOTAL	446.80
86	EVERGY	EVERGY KANSAS CENTRAL INC	321940	93910 AP	09/02/2021	1-133-5-00-251	9-4 ELEC SVC NORTH END SALT DO		25.77	
196	OLSSON	OLSSON, INC	322014	93980 AP	09/03/2021	1-133-5-00-213	9-5 PROF SVCS TO 8.7.21 019-28		3,065.60	
1494	STRAIGHT-LINE STRIPI	STRAIGHT-LINE STRIPING INC	321997	93967 AP	09/02/2021	1-133-5-00-313	9-1 ROAD DEPT: YELLOW/WHITE PA		102,584.50	
1494	STRAIGHT-LINE STRIPI	STRAIGHT-LINE STRIPING INC	321997	93967 AP	09/02/2021	1-133-5-00-313	9-1 ROAD DEPT: YELLOW/WHITE PA		127,885.24	
								*** VENDOR	1494 TOTAL	230,469.74
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-133-5-00-304	9-2 0496-00-668063-1	AUGUST FU	20.00	
								TOTAL FUND 133		234,027.91

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-136-5-00-203	IRON MOUNTAIN SHREDDING DSRG11	6.28		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-136-5-00-206	FIRSTNET/COMM CORR WIRELESS	151.85		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-136-5-00-221	FLEETHOSTER SEPTEMBER CAMERA H	9.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-136-5-00-223	IRON MOUNTAIN SHREDDING DSRG11	6.28		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-136-5-00-226	FIRSTNET/COMM CORR WIRELESS	151.84		
							*** VENDOR		648 TOTAL	326.23
203	GREENFEATHER	DANNY SLUSSER AND TERRI RICKET	321942	93912 AP	09/02/2021	1-136-5-00-203	GPS MONITORING JISP	297.00		
							TOTAL FUND 136			623.23
7098	QUILL CORP	QUILL CORP	321994	93964 AP	09/02/2021	1-138-5-00-301	5645204 FILE FASTENERS JIAS	87.98		
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-138-5-00-201	0496-00-668063-1 AUGUST FUEL	37.77		
							TOTAL FUND 138			125.75
2621	BOOKER TERRY	TERRY BOOKER	321937	93907 AP	09/02/2021	1-145-5-00-256	MEALS RESERVED 8/16-8/31	9,547.10		
2621	BOOKER TERRY	TERRY BOOKER	321937	93907 AP	09/02/2021	1-145-5-00-256	MEALS RESERVED 8/16-8/31	9,537.00		
2621	BOOKER TERRY	TERRY BOOKER	321937	93907 AP	09/02/2021	1-145-5-00-256	MEALS RESERVED 8/16-8/31	3,886.20		
							*** VENDOR		2621 TOTAL	22,970.30
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321941	93911 AP	09/02/2021	1-145-5-00-246	UTILITY STIPEND TONGIE SITE	114.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321941	93911 AP	09/02/2021	1-145-5-05-202	UTILITY STIPEND TONGIE SITE	76.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321941	93911 AP	09/02/2021	1-145-5-07-202	UTILITY STIPEND TONGIE SITE	10.00		
							*** VENDOR		184 TOTAL	200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	321943	93913 AP	09/02/2021	1-145-5-00-246	UTILITY STIPEND - BASEHOR SITE	114.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	321943	93913 AP	09/02/2021	1-145-5-05-202	UTILITY STIPEND - BASEHOR SITE	76.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	321943	93913 AP	09/02/2021	1-145-5-07-202	UTILITY STIPEND - BASEHOR SITE	10.00		
							*** VENDOR		89 TOTAL	200.00
6636	KANSAS GAS	KANSAS GAS SERVICE	321909	93896 AP	08/31/2021	1-145-5-00-246	510874092 1511346 27 GAS SVC	66.12		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-00-255	CO ON AGING:GLOVES,INK,SOAP,SA	120.78		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-00-303	CO ON AGING - INK CARTRIDGES	64.56		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-00-303	CO ON AGING:GLOVES,INK,SOAP,SA	338.76		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES	52.91		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-00-345	CO ON AGING C1&C2 CONSUMABLES	182.30		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-05-301	CO ON AGING C1&C2 CONSUMABLES	35.28		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-06-301	CO ON AGING C1&C2 CONSUMABLES	23.78		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-06-321	CO ON AGING C1&C2 CONSUMABLES	34.35		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-07-302	CO ON AGING C1&C2 CONSUMABLES	4.64		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321912	93899 AP	08/31/2021	1-145-5-07-321	CO ON AGING C1&C2 CONSUMABLES	23.78		
							*** VENDOR		4755 TOTAL	881.14
276	WEX	WEX BANK	321998	93968 AP	09/02/2021	1-145-5-00-304	0496-00-668063-1 AUGUST FUEL	4,490.20		
1830	1830 BROADWAY	1830 BROADWAY LLC	322005	93975 AP	09/02/2021	1-145-5-00-215	RENT 1830 BROADWAY LLC CO ON A	5,280.62		
							TOTAL FUND 145			34,088.38
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-153-5-00-401	FLEETHOSTER SEPTEMBER CAMERA H	788.50		
							TOTAL FUND 153			788.50
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-155-5-00-403	FLEETHOSTER SEPTEMBER CAMERA H	19.95		
							TOTAL FUND 155			19.95
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-160-5-00-204	HAMM, INC JULYLANDFILL CHARGES	11,434.77		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-160-5-00-204	HAMM, INC JULYLANDFILL CHARGES	91,252.43		
							*** VENDOR		648 TOTAL	102,687.20
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	278.80		
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	23.87		

TYPES OF CHECKS SELECTED: \* ALL TYPES

				P.O.NUMBER	CHECK#					
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-160-5-00-210	ELEC SVC TRANSFER STATION	147.06		
								*** VENDOR	86 TOTAL	449.73
6917	RWD 1	RURAL WATER DIST #1	321995	93965 AP	09/02/2021	1-160-5-00-210	WATER SVC TRANSFER STATION	26.51		
								TOTAL FUND 160	103,163.44	
188	KINGS CONSTRUCTION	KINGS CONSTRUCTION CO INC	322007	1588 AP	09/02/2021	1-171-5-03-302	9-2 EISENHOWER RD IMPR PROJ 20	445,010.19		
196	OLSSON	OLSSON, INC	322008	1589 AP	09/02/2021	1-171-5-05-201	9-1 PROF SVCS 019-28310 THROUH	1,075.50		
								TOTAL FUND 171	446,085.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	321905	93892 AP	08/31/2021	1-174-5-00-210	FREESTATE ELEC SVC TO SIRENS/E	935.95		
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	540.37		
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	361.59		
86	EVERGY	EVERGY KANSAS CENTRAL INC	321906	93893 AP	08/31/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	287.08		
								*** VENDOR	86 TOTAL	1,189.04
1248	NELSON SYSTEMS	NELSON SYSTEMS	321990	93960 AP	09/02/2021	1-174-5-00-210	3203-001 UGRADE INTERFACE W/P2	14,492.50		
2622	POLICE LEGAL SERVICE	POLICE LEGAL SCIENCE, INC	321992	93962 AP	09/02/2021	1-174-5-00-202	DISPATCHER TNG SUB X14 (LVSO)	1,680.00		
								TOTAL FUND 174	18,297.49	
2777	ALFRED BENESCH & CO	ALFRED BENESCH & CO	321934	93904 AP	09/02/2021	1-180-5-00-2	9-1 00130563.00 BR A-49 TO 3.1	2,000.00		
								TOTAL FUND 180	2,000.00	
2777	ALFRED BENESCH & CO	ALFRED BENESCH & CO	321934	93904 AP	09/02/2021	1-183-5-00-2	9-1 BR F-465 PROJ 00130563.00	2,000.00		
								TOTAL FUND 183	2,000.00	
1138	KELLER FIRE SAFETY	KELLER FIRE SAFETY	321988	93958 AP	09/02/2021	1-195-5-00-208	JDC BLDG - SENSITIVITY TESTING	530.90		
								TOTAL FUND 195	530.90	
18963	SMITH & LO	SMITH & LOVELESS INC	321914	93901 AP	08/31/2021	1-212-5-00-2	PUMP VAC HEAD GSKT, VALVES, ETC	1,247.50		
								TOTAL FUND 212	1,247.50	
18963	SMITH & LO	SMITH & LOVELESS INC	321914	93901 AP	08/31/2021	1-218-5-00-2	PUMP VAC HEAD GSKT, VALVES, ETC	1,247.49		
								TOTAL FUND 218	1,247.49	
2570	BOND ESCROW REFUND	RICHARD & SHANNON BURNETT	321903	93889 AP	08/31/2021	1-503-5-00-2	REF ENTRANCE PERMIT 235TH ST	100.00		
2570	BOND ESCROW REFUND	DOUG SMITH	321904	93890 AP	08/31/2021	1-503-5-00-2	REF ENTRANCE PERMIT TONGANOXIE	100.00		
								*** VENDOR	2570 TOTAL	200.00
								TOTAL FUND 503	200.00	
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	322010	93976 AP	09/03/2021	1-510-2-00-942	1002567 AUGUST DENTAL PREMIUMS	17,925.67		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	322010	93976 AP	09/03/2021	1-510-2-00-942	1002567 AUGUST DENTAL PREMIUMS	273.77		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	322010	93976 AP	09/03/2021	1-510-2-00-942	1002567 AUGUST DENTAL PREMIUMS	1,761.83		
								*** VENDOR	1504 TOTAL	19,961.27
268	LIFELOCK	NORTONLIFELOCK INC	322012	93978 AP	09/03/2021	1-510-2-00-941	1247233 AUGUST PREMIUMS	1,614.96		
8500	METLIFE	METLIFE (VISION PLAN)	322013	93979 AP	09/03/2021	1-510-2-00-944	5919453 AUGUST DENTAL PREMIUMS	4,084.03		
8500	METLIFE	METLIFE (VISION PLAN)	322013	93979 AP	09/03/2021	1-510-2-00-944	5919453 AUGUST DENTAL PREMIUMS	25.72		
								*** VENDOR	8500 TOTAL	4,109.75
1485	RELIANCE STANDARD	RELIANCE STANDARD	322015	93981 AP	09/03/2021	1-510-2-00-962	GROUP AND VOL GROUP LIFE AUGUS	1,561.68		
1485	RELIANCE STANDARD	RELIANCE STANDARD	322015	93981 AP	09/03/2021	1-510-2-00-962	GROUP AND VOL GROUP LIFE AUGUS	2,606.94		
1485	RELIANCE STANDARD	RELIANCE STANDARD	322015	93981 AP	09/03/2021	1-510-2-00-962	GROUP AND VOL GROUP LIFE AUGUS	22.81-		
								*** VENDOR	1485 TOTAL	4,145.81
								TOTAL FUND 510	29,831.79	

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

TOTAL ALL CHECKS 1,000,469.93



TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	122,495.71
104	DRUG PROSECUTOR'S FUND	2,500.84
108	COUNTY HEALTH	150.30
115	EQUIPMENT RESERVE	665.95
126	COMM CORR ADULT	379.11
133	ROAD & BRIDGE	234,027.91
136	COMM CORR JUVENILE	623.23
138	JUV INTAKE & ASSESSMENT	125.75
145	COUNCIL ON AGING	34,088.38
153	PUBLIC WORKS,EQUIP.RESERVE FUND	788.50
155	LSR CAPITAL EQUIP RESERVE	19.95
160	SOLID WASTE MANAGEMENT	103,163.44
171	S TAX CAP RD PROJ: 2015 SERIES	446,085.69
174	911	18,297.49
180	ALEX TWP TRAFFIC IMPACT	2,000.00
183	FAIRMOUNT TWP TRAFFIC IMPACT	2,000.00
195	JUVENILE DETENTION	530.90
212	SEWER DISTRICT 2: TIMBERLAKES	1,247.50
218	SEWER DIST #5	1,247.49
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	29,831.79
	TOTAL ALL FUNDS	1,000,469.93

**Consent Agenda 09/08/2021**  
**Checks dated 8/28-9/3**

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**\*\*\*Public Hearing Required\*\*\***  
**Leavenworth County**  
**Request for Board Action**  
**Case No. DEV-21-124**  
**Temporary Special Event Permit for Deer Ridge Event Center**

**Date:** September 8, 2021  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

**Department Head Review:** Amy Allison, Reviewed

**Additional Reviews as needed:**

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

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**Action Requested:** Approve a request for a TSUP for an event at Deer Ridge Event Center, located at 21325 Donahoo Road, Tonganoxie, KS 66086.

**Analysis:** The applicants are requesting a Temporary Special Event Permit for a one-day conference run by the Kansans for Health Freedom group. The event is estimated to have 800 attendees, not including staff, speakers, and vendors. The event is scheduled for September 20<sup>th</sup>, 2021 from 9:00 AM to 7:00 PM. The applicants are scheduled to meet outdoors to the north of the event center, with parking to the south of the event center, as seen on the Temporary Traffic Control Plan. The applicants have submitted a Temporary Traffic Control Plan which has been reviewed and accepted by Public Works.

The application has been reviewed by the County and has no outstanding questions or comments on the application.

**Recommendation:** Staff recommends approval of Case No. DEV-21-124, Temporary Special Use Permit for Deer Ridge Event Center, subject to the following conditions.

1. The hours of operation shall be limited to September 20<sup>th</sup>, 2021 from 7:15 AM to 7:15 PM.
2. The TSUP shall be valid on September 20<sup>th</sup>, 2021.
3. All temporary traffic signs and equipment shall be removed from the right-of-way by September 21<sup>st</sup>, 2021.
4. There shall be no on-street parking allowed.
5. There shall be no parking allowed along the internal drive from Donahoo Road to the event center.
6. Noise generated from an event held at this facility including, but not limited to: live music, DJ, and noise from guests shall be limited to 60 decibels at the property line.
7. The TSUP shall be limited to the Narrative dated July 26<sup>th</sup>, 2021 submitted with this application.
8. This TSUP shall comply with all local, state, and federal rules and regulations that may be applicable.

**Alternatives:**

1. Deny Case No. DEV-21-124, Temporary Special Use Permit for Deer Ridge Event Center, with Findings of Fact; or

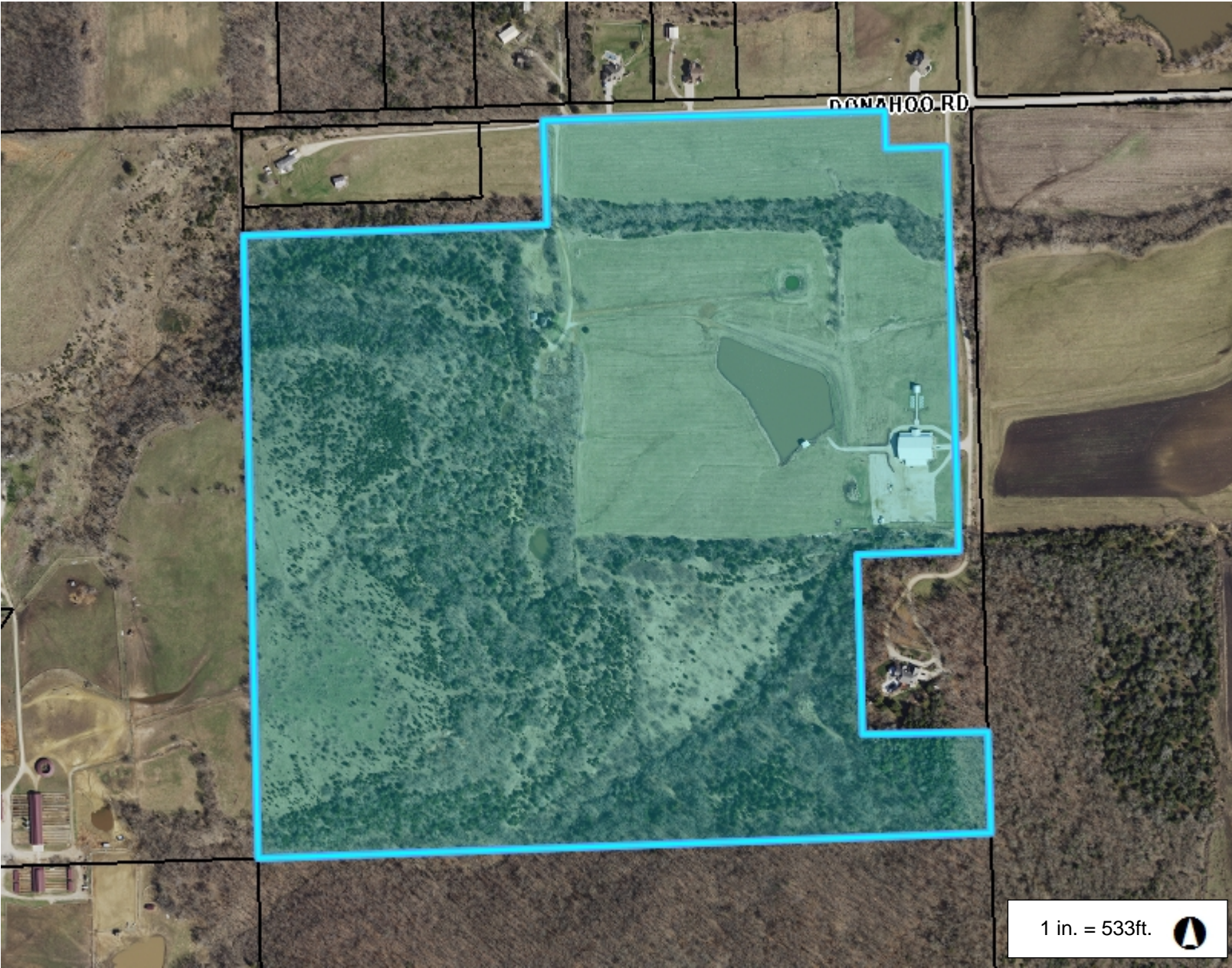
**Budgetary Impact:**

- 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:** Aerial, Internal Memorandums, Application

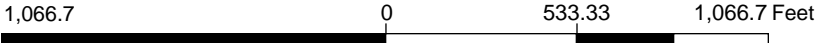
# DEV-21-124 TSUP - Deer Ridge Event Center



### Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- Railroad

1 in. = 533ft. 



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 District 9 lvrwd9](#)  
**Sent:** Wednesday, July 28, 2021 12:45 PM  
**To:** [Gentzler, Joshua](#)  
**Subject:** Re: DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

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

Rural Water District 9 has no issues with this Temporary Special Use Permit at this time.

On Wed, Jul 28, 2021 at 12:26 PM Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)> wrote:

The Department of Planning and Zoning has received an application for a Temporary Special Use Permit for an event put on by Kansans for Health Freedom at Deer Ridge Event Center, located at 21325 Donahoo Road, Tonganoxie, KS 66086. For more information on the event, please review the narrative document provided.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, August 4<sup>th</sup>.

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

Joshua Gentzler

Planner II

[Planning & Zoning](#)

Leavenworth County

913.684.0464

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Thanks,



**RURAL WATER DISTRICT 9**

**Karen Armstrong**

District Manager

913-845-3571

**From:** [Timothy Smith](#)  
**Sent:** Friday, July 30, 2021 12:43 PM  
**To:** [Gentzler, Joshua](#)  
**Subject:** Re: DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

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

Joshua,

The Tonganoxie Township Fire Department is agreeable to the issuing of this Special Use Permit with the following stipulation.

1. No parking should be allowed along the roadside of either Donahoo RD or 211th Street. These roads are already narrow and difficult to navigate with a large apparatus in an emergency. Original SUP Case No. DEV-16-019 specifically prohibits this as well and I believe that should be followed.

Also the original SUP was limited to a period of five (5) years and approved on May 11, 2016. Has this been renewed?

Thank you,

On Wed, Jul 28, 2021 at 12:26 PM Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)> wrote:

The Department of Planning and Zoning has received an application for a Temporary Special Use Permit for an event put on by Kansans for Health Freedom at Deer Ridge Event Center, located at 21325 Donahoo Road, Tonganoxie, KS 66086. For more information on the event, please review the narrative document provided.

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

Joshua Gentzler

Planner II

[Planning & Zoning](#)

Leavenworth County

913.684.0464

--

Tim Smith, Chief

*Tonganoxie Township Rural Fire Department*

*President Kansas State Association Fire Chiefs*

18993 McLouth Rd

Tonganoxie KS 66086

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

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

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

*Failure to Prepare*

*Is*

*Preparing to Fail*



**From:** [Loughry, Mark](#)  
**Sent:** Thursday, August 5, 2021 10:10 AM  
**To:** [Gentzler, Joshua](#)  
**Subject:** RE: DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

---

OK, unless someone throws up a red flag I have no concerns other than what has already been brought up by the other departments.

---

**From:** Gentzler, Joshua  
**Sent:** Thursday, August 5, 2021 9:46 AM  
**To:** Loughry, Mark <mloughry@leavenworthcounty.gov>  
**Subject:** RE: DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

Mark,

Here are the comments I received in the first review. Public Works has some outstanding questions I have forwarded on to the applicant with a deadline of August 12<sup>th</sup> for a response.

**Tonganoxie FD:**

The Tonganoxie Township Fire Department is agreeable to the issuing of this Special Use Permit with the following stipulation.

1. No parking should be allowed along the roadside of either Donahoo RD or 211th Street. These roads are already narrow and difficult to navigate with a large apparatus in an emergency. Original SUP Case No. DEV-16-019 specifically prohibits this as well and I believe that should be followed.

**Public Works:**

Below are comments to the reviewed application attached:

1. With the information provided, no traffic study is required.
2. **Applicant shall provide a temporary traffic control plan for the event.** Said plan shall be completed by a qualified traffic control company and include both Donahoo and 207<sup>th</sup> Street (at a minimum). Public Works will review said plan once received.
3. Per the narrative, the event is planned for 1,000 people and with an estimated 3.5 people/vehicle. The estimated vehicles for the event are approximately 286. Is this correct?
4. In the general event SUP, the applicant planned for 2 people/vehicle. Why is there an increase in density per vehicle with this 1 event?
5. The narrative states 3 onsite parking lots will be used. Sizes include 165'x320', 295'x212', and 378'x190'. Estimating a stall at 9'x20' and drive aisles at 24', the 3 parking lots can accommodate approximately 486 vehicles if traffic is conveyed properly.
6. No parking should be allowed along Donahoo. Temporary no parking signs shall be installed and then removed after the event.
7. Narrative indicates an off-duty law enforcement officer will be attending the event to assist with traffic control. Provide hours when said person(s) will be working. Incorporate the off-duty law enforcement officer into the temporary traffic control plan (#2 above).

**Planning:**

8. Your narrative states that in case of inclement weather, the event would be moved inside the event center. The estimated number of attendees proposed for this event is more than 5 times greater than the average number of attendees estimated on the original Special Use Permit and 3 times greater than the maximum number of attendees for an event at the

facility. **Please provide a site plan that details how the event center is to be utilized as a secondary meeting space.**

9. Does the facility have sheltering capacity for 800 attendees in case of severe weather?

**Joshua Gentzler**  
[Planning & Zoning](#)

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**From:** Loughry, Mark  
**Sent:** Friday, July 30, 2021 12:52 PM  
**To:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Cc:** Voth, Krystal <[KVoth@leavenworthcounty.gov](mailto:KVoth@leavenworthcounty.gov)>  
**Subject:** RE: DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

I have no comment at this time. I would like to review the other responses though before a final report.

---

**From:** Gentzler, Joshua  
**Sent:** Thursday, July 29, 2021 9:25 AM  
**To:** Loughry, Mark <[mloughry@leavenworthcounty.gov](mailto:mloughry@leavenworthcounty.gov)>  
**Subject:** DEV-21-124 Temp Special Use Permit - Event at Deer Ridge Event Center

The Department of Planning and Zoning has received an application for a Temporary Special Use Permit for an event put on by Kansans for Health Freedom at Deer Ridge Event Center, located at 21325 Donahoo Road, Tonganoxie, KS 66086. For more information on the event, please review the narrative document provided.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, August 4<sup>th</sup>.

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

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

**From:** [Mitch Pleak](#)  
**Sent:** Thursday, August 26, 2021 3:50 PM  
**To:** [Gentzler, Joshua](#); [Anderson, Lauren](#)  
**Cc:** [Noll, Bill](#); [019-2831](#)  
**Subject:** RE: TTCP for DEER RIDGE CENETER-SEP 20 2021 (DEV-21-124)  
**Attachments:** TTCP-MarkPeterson-11x17 Land\_082421.pdf

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

Joshua,  
There is no further comments from PW and Olsson.

Thanks,

Mitch Pleak

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**From:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Sent:** Wednesday, August 25, 2021 4:55 PM  
**To:** Anderson, Lauren <[LAAnderson@leavenworthcounty.gov](mailto:LAAnderson@leavenworthcounty.gov)>; Mitch Pleak <[mpleak@olsson.com](mailto:mpleak@olsson.com)>  
**Subject:** FW: TTCP for DEER RIDGE CENETER-SEP 20 2021 (DEV-21-124)

All, here's the revised plan for the TSUP at Deer Ridge.

Joshua Gentzler  
[Planning & Zoning](#)

---

**From:** Babak MardanDoost <[babakm@LANDPLAN-PA.COM](mailto:babakm@LANDPLAN-PA.COM)>  
**Sent:** Wednesday, August 25, 2021 4:35 PM  
**To:** Gentzler, Joshua <[JGentzler@leavenworthcounty.gov](mailto:JGentzler@leavenworthcounty.gov)>  
**Cc:** [MPeter4215@aol.com](mailto:MPeter4215@aol.com); Jeff Martin <[jeffm@LANDPLAN-PA.COM](mailto:jeffm@LANDPLAN-PA.COM)>  
**Subject:** TTCP for DEER RIDGE CENETER-SEP 20 2021

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Mr. Gentzler,

I hope you are doing well.

We have attached our responses to your comments on behalf of Dr. Peterson regarding the temporary traffic control plan.

According to the city reviewer's comments, we revised the plan.

Please do not hesitate to contact me if you have any questions or comments.

Yours,

Babak Mardan-Doost, PE  
Project Engineer  
Licensed in KS and TX

**Landplan Engineering, P.A.**

1310 Wakarusa Drive, Suite 100  
Lawrence, KS 66049  
v. 785.843.7530  
f. 785.843.2410

**Lawrence, KS • The Woodlands, TX**

[www.landplan-pa.com](http://www.landplan-pa.com)



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# Planning & Zoning Department

Leavenworth County Courthouse  
300 Walnut St, Suite 212  
Leavenworth, KS 66048

[www.leavenworthcounty.gov](http://www.leavenworthcounty.gov)

Phone (913) 684-0465  
[pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

## APPLICATION FOR SPECIAL EVENT PERMIT Including Fireworks Stands

FOR THE UNINCORPORATED AREA OF  
LEAVENWORTH COUNTY, KANSAS

A PRE-APPLICATION CONFERENCE IS REQUIRED PRIOR TO  
SUBMITTAL OF ANY APPLICATION

This is an application for a Special Event Permit. This form must be completed and filed in accordance with the Leavenworth County Zoning & Subdivision Regulations. An incomplete application will not be accepted. The non-refundable application fee, as set by the Board of County Commissioners, shall accompany this request.

**DEADLINE:** All application materials shall be submitted thirty (30) days prior to the event.

### APPLICANT INFORMATION

Name of Applicant: Debra E. Mize  
Company or Group: Kansans for Health Freedom  
Mailing Address: PO Box 4768, Topeka, KS, 66604  
Phone Number: 844-922-5743 Email Address: \_\_\_\_\_  
Does applicant own property in states or counties other than Kansas and Leavenworth County?  
No  
Name of Authorized Agent: William D. Mize

**EVENT INFORMATION – ALL property owners must be listed on this form. Property owner's written permission must be provided by mail, or email to the Planning Office at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov) before a permit can be approved.**

Record Owner of Property: Mark Petersen  
Location of Special Event: Deer Ridge Estate  
Special Event or Temporary Use is: Fundraising Event maximum 1000 participants  
Date(s) of Special Event: 9/20/21  
Hours of Operation: 9AM to 5PM

Event Type (circle one): Type 1    Type 2    Type 3    Type 4    Type 5

If Type 1: Operating Budget? Yes  No     % of proceeds to charity: 0

- Type 1. Fund-raising or non-commercial events for nonprofit religious, educational, or community service organizations; including any on-site signs and structures used in conjunction with the event.
- Type 2. Fund-raising or non-commercial events for for-profit organizations; including any on-site signs and structures used in conjunction with the event.
- Type 3. Fireworks stands either non-profit or for-profit; including any on-site signs and structures used in conjunction with the event.
- Type 4. Public or private events intended primarily for entertainment or amusement, such as concerts, festivals, carnivals, circuses or parades, or as temporary "one-time" activities of a generally short durations, particularly such activities as "locational" work by film companies.
- Type 5. The temporary placement of a laydown yard, portable asphalt or concrete plant and attendant materials and equipment during construction work on any public road or public infrastructure. All other temporary uses that are similar to the listed uses in function, traffic-generating capacity, and effects on other land uses.

Please attach any requested documentation of plans regarding your events. (ex. Site plan showing the location of the proposed activities, structures and signs in relation to existing buildings, parking areas, streets, and property lines, and the proposed traffic patterns, and/or parking on multiple parcels, etc.)

Application Requirements - The following items shall be required for a Temporary Special Use Permit:

- a) Payment of application fee as set by the Board of County Commissioners per Resolution 2010-10 and as amended.
- b) Applications, and all required supporting documents, shall be submitted to the Planning and Zoning Department a minimum of 30 days prior to the anticipated event.
- c) The application shall require review and approval by the Road and Bridge Superintendent if the event is to be held on public roads or public rights-of-way.
- d) In the event that Sheriff/Deputy presence is needed to control traffic, the applicant shall coordinate payment and scheduling directly with the Sheriff's department. This documentation shall be included with the application submittal.
- e) A tax clearance certificate from the state and a paid tax receipt from Leavenworth County. If property is owned in additional counties/states certificates and receipts will be required from those entities as well.
- f) Not more than three (3) Temporary Special Use Permits per parcel shall be granted each year. (BOCC Resolution 2015-35; September 24, 2015).

I (We), realize that this application cannot be processed unless it is completely filled in, submitted with all relevant and/or requested documentation and accompanied by the appropriate fee.

Mark Petersen  
Property Owner printed name

[Signature]  
Signature of Property Owner  
(if different from applicant)

Debra E. Mize, Kansas for Freedom  
Applicant/ Authorized Agent printed name

[Signature] / VPKS/HF  
Signature of Applicant/ Authorized Agent

TO: Leavenworth County Planning and Zoning Department  
FROM: Deer Ridge Event Center and KSHF  
Date: July 26, 2021

Dear Planning and Zoning Committee:

Thank you for meeting with our representatives from Kansans for Health Freedom and those from Deer Ridge Estates about the request for a special use application. As requested, we are providing you with a narrative that we trust will adequately answer any questions that remain.

KSHF is a 501(c)4 social welfare corporation that has been existence since July of 2019. In 2020, KSHF held a comparable event at the Wild Prairie Event Center in Newton, Kansas. That event had about 900 outdoor, attendees with national speakers and our organization gained considerable experience in putting on an event from that time that will transfer to the event at Deer Ridge.

We will begin the day on September 20 at 7:15 at Deer Ridge near Tonganoxie with registration of attendees. That process will last until the beginning of the speaker session at 9:00 and the entire event will last until 7:00 p.m. We believe this procedure will result in staggering the vehicles that enter the premises over the course of the morning so as to even the traffic flow. Also, we do not expect all attendees to arrive by 9:00 as some will not devote the entire day to the event. We also expect about 5-8 vehicles to arrive mid-morning with lunch and/or dinner for the attendees during the day. Likewise, we expect our exiting traffic to occur primarily after the event concludes and evening traffic has dissipated in the area. We believe our plan will take proper account of the expected traffic in the area by residents throughout the day. Our conversation with the sheriff's office has indicated no issues of concern but we will obtain a written confirmation if available. Incidentally, no alcohol will be allowed.

Immediately south of the refurbished farmhouse located on the property is a parking lot next that measures 165' x 320' or a little less than an acre and one-half. We believe this will accommodate about 120 vehicles. The parking lot next to the main building measures 295- x 212', about an acre and one-half, and we believe can handle 145 vehicles. Field parking measures at least 378' x 190' and can even be expanded. Of course, there are also numerous roadways totaling 2170' that can also be used for parking about 83 vehicles and other grassed areas that may be used that are located on this 160-acre property. Based upon 3 ½ persons per vehicle, which we believe is an appropriate number for such an event, we estimate that just the available gravel parking areas including the roadway can handle well in excess of 1000 persons and the other referenced parking areas can handle hundreds more.

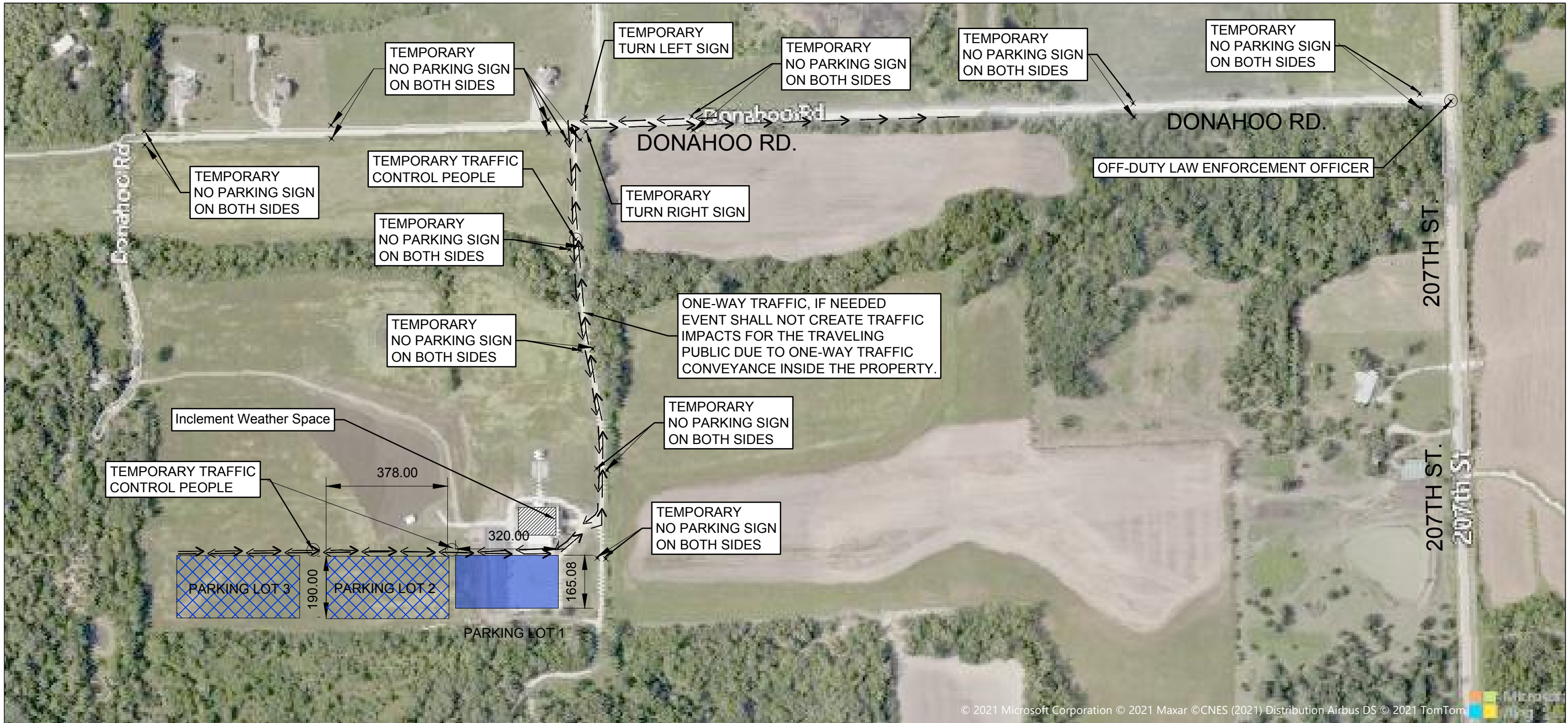
Deer Ridge is bounded on the north by Donahoo Road which will be accessed by attendees from 207<sup>th</sup> Street. An off-duty law enforcement officer is expected to be located at

this location to direct traffic to the event parking. Traffic helpers will be used at the entrance of the property to direct traffic to the specific parking spots and at least ten attendants will be used make sure traffic flows smoothly and that vehicles are parked in a manner to achieve maximum parking efficiency. Since the event will be attended by many out of town guests and we want to minimize traffic in the area, KSHF will emphasize to attendees the need to travel together so as to best minimize the number of vehicles.

The event will be situated in an outdoor venue. However, we will have available the event building that we believe can easily accommodate 800 people should we encounter inclement weather. Specifically, the speakers will be located to the north and west of the event building. The podium will face to the south or southwest, away from Donahoo Road and the property located to the east of the event center property. The sound system will direct the sound towards the southwest, away from properties located to the north and east. We would reiterate that the event is for our speakers to address those in attendance as opposed to music entertainment. Chairs will be situated to the south and southwest of the podium and face towards the north/northeast. A tent is being considered over a part of the seating area to shade a portion of the guests but, as indicated, the indoor venue will be available as an option for inclement weather. We have attached a map that indicates the location of relevant factors.

We hope this answers your questions and that we can gain your approval as soon as possible as various deadlines for us are fast approaching. Thank you for your consideration.





**EXHIBIT - TEMPORARY TRAFFIC CONTROL PLAN**

for

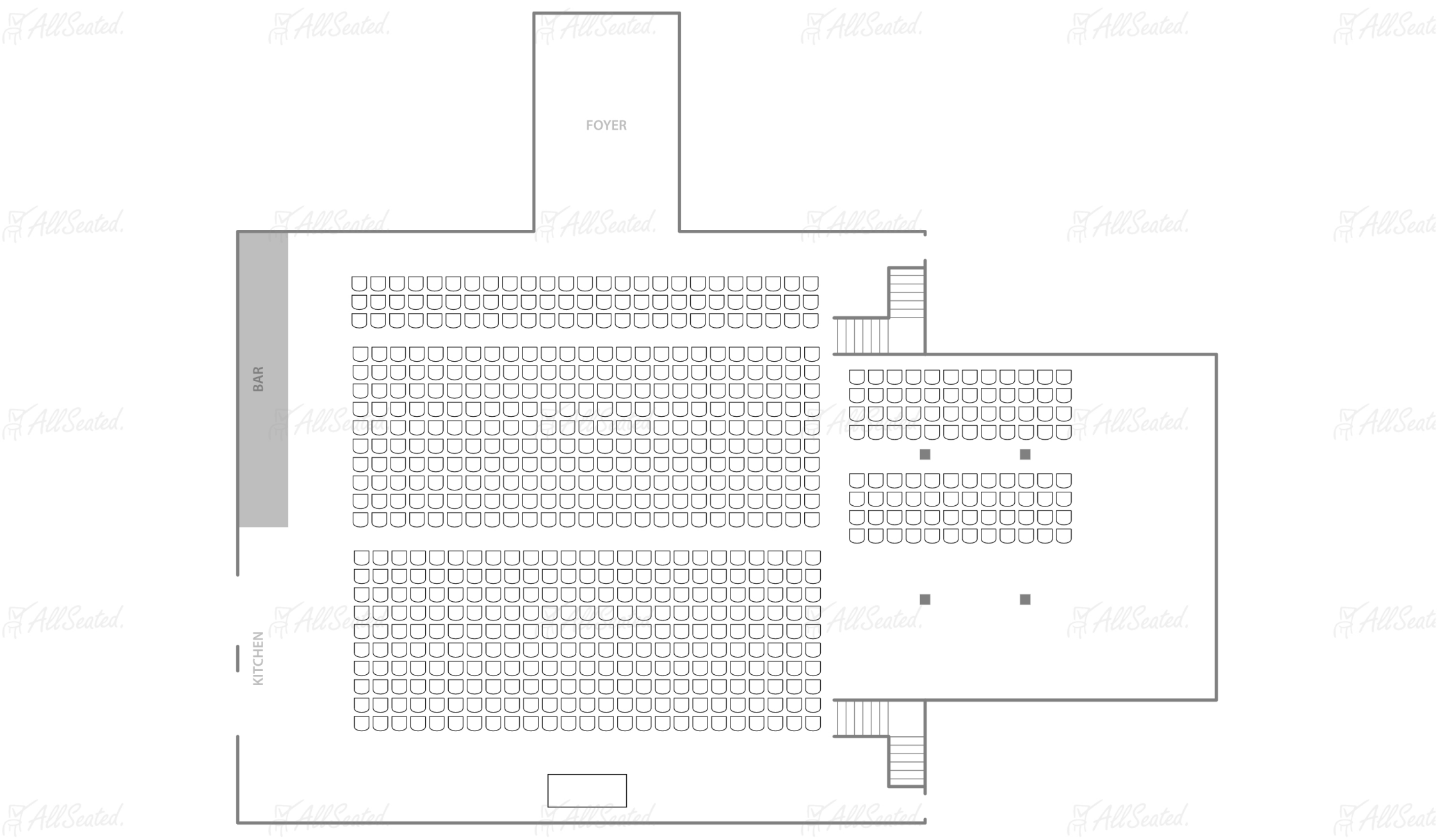
**DEER RIDGE EVENT CENTER  
21107 DONAHOO RD, TONGANOXIE  
LEAVENWORTH COUNTY, KS 66086**

**FOR SEPTEMBER 20, 2021 FROM 7:00 am to 8:00 pm**

**PREPARED AUGUST 12, 2021  
1st REVISED AUGUST 25, 2021**

SCALE: 1" = 300'

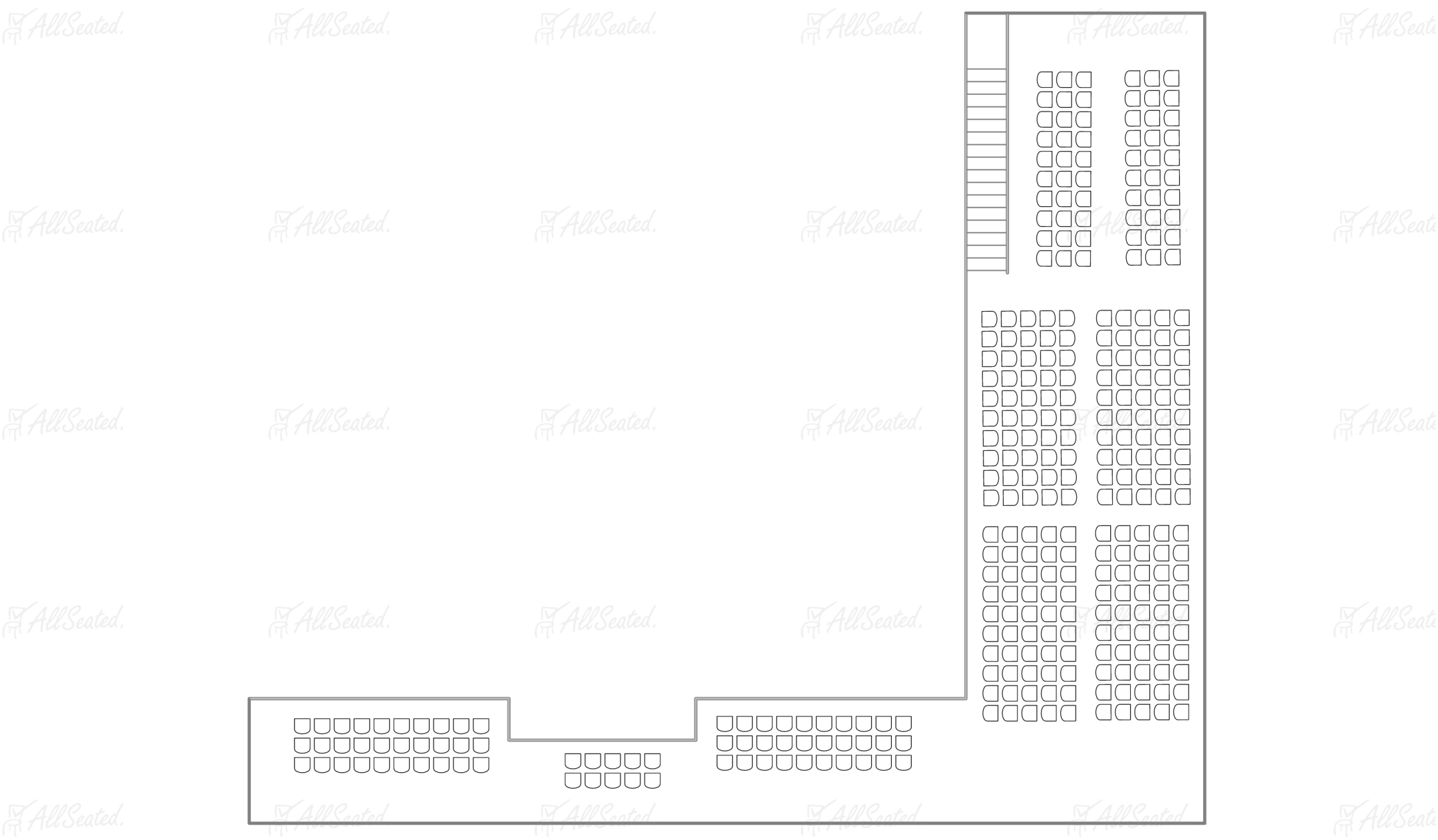




KANSAS FOR HEALTH FREEDOM CONFERENCE - September 20, 2021

Deer Ridge Estate - Main floor

test



KANSAS FOR HEALTH FREEDOM CONFERENCE - September 20, 2021

Deer Ridge Estate - Second level mezzanine

test

# Leavenworth County Request for Board Action

**Date:** 09/08/2021

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *B. Noll*

**Additional Reviews as needed:**

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

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**Action Requested:** Accept the selection committee recommendation to award design engineering and construction engineering of the High Risk Rural Roads (HRRR) Tonganoxie Shoulder Additional project to McAfee Henderson Solutions (MHS).

**Recommendation:** Approval

**Analysis:**

Proposals were solicited from KDOT prequalified firms and evaluated based upon training and qualifications, experience, available resources and familiarity with project and area.

All proposals were submitted to the County Clerk by end of day on Friday, July 30, 2021. A selection committee met on Wednesday, August 11, 2021 to review the proposals.

Of the two received proposals, MHS was selected by the committee to perform the design engineering and construction engineering services.

With your approval, we will begin negotiations with MHS to move the project forward.

**Alternatives:** Deny, Table

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds (Sales Tax Fund)
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** No Funds Required

**Additional Attachments:**

MHS Proposal

# COUNTY OF LEAVENWORTH

PUBLIC WORKS DEPARTMENT

300 WALNUT, SUITE 007

LEAVENWORTH, KANSAS 66048

Lauren Anderson  
Engineering Superintendent



McAFEE  
HENDERSON  
SOLUTIONS

CIVIL ENGINEERING • LAND SURVEYING  
CONSTRUCTION ENGINEERING

STATEMENT OF QUALIFICATIONS:

DESIGN & INSPECTION ENGINEERING SERVICES

HRRR IMPROVEMENTS, TONGANOXIE ROAD

KDOT PROJECT No. 52 C-5119-01



July 16, 2021

Ms. Lauren Anderson  
Engineering Superintendent  
Leavenworth County, Kansas  
300 Walnut, Suite 007  
Leavenworth, Kansas 66048

**RE: Statement of Qualifications  
KDOT Project No. 52 C-5119-01 HRRR Tonganoxie Road Improvements  
Preliminary & Construction Engineering Services**

Dear Ms. Anderson:

McAfee Henderson Solutions, Inc. (MHS) is pleased to submit our Statement of Qualifications for the upcoming Tonganoxie Road HRRR improvement project. Our staff is confident in matching our abilities with Leavenworth County's transportation engineering needs. This confidence comes in no small part from our performance record on similar transportation projects for other Local County Governments and the Kansas Department of Transportation.

I trust that the Technical Proposal submitted will provide your Selection Committee with all necessary information concerning our Staff Qualifications, Project Familiarity, Previous Work on Similar Projects, and our Commitment to your project. Additionally, our proposal highlights specific corridor information that our team learned of through our production of the Preliminary Engineering Study and Cost Estimate that accompanied the KDOT HRRR funding request. I believe that our team is not only significantly professionally qualified to perform the work, but uniquely familiar with the Tonganoxie Road corridor to deliver a successful improvement.

Our office that will perform the preliminary engineering and construction engineering is located in Oskaloosa, KS; a short 19 miles from the project corridor. Our staff works extremely well with the KDOT Bureau of Local Projects and Bonner Springs Construction Office, the two KDOT agencies who will administer the project. In addition to our KDOT reputation our commitment to successfully serve Leavenworth County could not be a higher priority for our firm. Please do not hesitate to contact me if you have any questions or comments regarding our qualifications. Congratulations on your funding award and I thank you for your consideration of MHS for this important Leavenworth County Safety Enhancement project.

Sincerely,

A handwritten signature in blue ink that reads 'Joseph L. McAfee'. The signature is fluid and cursive, with the first and last names being the most prominent.

Joseph L. McAfee, President

## TABLE OF CONTENTS

	<u>Page No.</u>
Cover Letter	
Table of Contents .....	1
 <b>TECHNICAL PROPOSAL</b>	
Project Team Qualifications.....	2
Experience with Similar Work.....	2
Ability to Perform Services within Prescribed Time .....	3
Project Familiarity .....	3
Project Approach & Training Expertise of Staff .....	4
Office Location .....	6
Closing .....	6
 <b>KDOT FORMS &amp; REFERENCES</b>	
Attachment No. 5B – Certification by Prospective Participants .....	7
Attachment No. 9 – Certification of Final Indirect Costs .....	8
Attachment No. 10 – Tax Clearance Certificate .....	9

## TECHNICAL PROPOSAL

### Project Team Qualifications

The MHS Team Leaders committed to the Tonganoxie Road HRRR project consist of the following:

- Project Manager/Engineer: Mr. Joe McAfee, PE, CIT – 28 Years KDOT Project Experience
- Project Surveyor: Steven West, PLS – 20 Years KDOT Project Survey Experience
- CAD Team Leader: Kevin Schafer – 12 Years KDOT Project CAD Experience
- Chief Inspector: Heath Norris, CIT – 8 Years KDOT CIT Inspection Experience

Mr. McAfee will lead the team through all project phases and serve as the Firm Point of Contact. Mr. McAfee has served as Principal in Charge on six uniquely similar KDOT HRRR Shoulder Addition projects, as well as 4 KDOT HRRR Systemic Signing Improvement projects. He has served in the project management role on preliminary engineering and construction engineering transportation projects for KDOT, FHWA, and Local Government funded improvements. Coupled with his engineering design and management background Mr. McAfee is experienced in the KDOT Certified Inspection Technician program. His experience in both the preliminary engineering and construction engineering phases of the project will provide continuity of contact for Leavenworth County Staff.

Mr. Steven West shall perform the Project Surveyor duties for the Tonganoxie Road project. Steven has led the MHS survey staff in field data collection and basemapping on all 10 of the HRRR projects listed below. Steven's 20 years of survey experience with boundary, topographic, as well as construction layout survey will serve the project well.

Mr. Kevin Schafer will lead the CAD plan documents and exhibits production for the project. Kevin has 19 years of experience in CAD production of infrastructure plan documents. Additionally, Mr. Schafer assisted Mr. McAfee with production of the Engineering Study, 1302 Form, and Engineer's Estimate to assist in securing KDOT funding for the project in February 2021. This previous assignment on the Tonganoxie Road corridor will offer a great deal of Value-Added economics on the overall plan documents delivery.

Mr. Heath Norris will serve as the Chief Inspector for the Construction Engineering phase of the project. Mr. Norris has served as Chief Inspector on the firm's three most recent HRRR Shoulder Improvement projects. Coupling his HRRR experience with his significant inspection experience on our other Local Government and KDOT projects Heath will make an excellent Chief Inspector for the project.

### Experience with Similar Work

The MHS project team assigned to the Tonganoxie Road HRRR project has delivered multiple successful transportation improvement projects throughout their careers. Additionally, the team presents a level of continuity that is unmatched by our competitors with multiple team members performing together as a cohesive unit on roadway improvement projects since 2003. In terms of experience with similar work, we have identified ten specific HRRR program projects on the following page that represent our pure experience with the specific project type for Tonganoxie Road. Each of the team members identified above have played key roles in the successful delivery of these projects. All projects listed required performance with the KDOT Bureau of Local Projects



and Bonner Springs Construction Office, who will be the KDOT administrative departments assigned to the Tonganoxie Road HRRR project.

KDOT 44 C-4858-01 – 1.3-Mile HRRR Shoulder Improvements for Wellman 21<sup>st</sup> & 27<sup>th</sup> Streets  
KDOT 44 C-4691-01 – 0.4-Mile HRRR Shoulder Improvements for 13<sup>th</sup> Street and Wellman Road  
KDOT 52 C-0047-01 – 0.2-Mile HRRR Shoulder Improvements for 147<sup>th</sup> Street and Fairmount Road  
KDOT 44 C-4983-01 – 0.6-Mile HRRR Shoulder Improvements for 142<sup>nd</sup> Street and Wellman Road  
KDOT 44 C-5057-01 – 0.3-Mile HRRR Shoulder/Turn Lane Improvements for Slough Creek Road  
KDOT 61 C-4691-01 – 0.4-Mile HRRR Shoulder/Turn Lane Improvements for Pressonville Road  
KDOT 44 C-4805-01 – 38.9-Mile HRRR Signing Improvements for Wellman Road & Ferguson Road  
KDOT 44 C-4895-01 – 13.5-Mile HRRR Signing Improvements for Fairview, W. Lake, & Hickory Roads  
KDOT 52 C-4896-01 – 23.3-Mile HRRR Signing Improvements for LVCO Routes 5 & 10  
KDOT 52 C-5058-01 – 19.8-Mile HRRR Signing Improvements for LVCO Routes 13 & 14

### Ability to Perform Services within Prescribed Time

In accordance with the Leavenworth County timeline, Notice to Proceed shall be granted September 1, 2021 with an October 19, 2022 project letting. Based on our experience delivering HRRR Program Improvement projects we submit the following project delivery schedule:

- September 15, 2021 – Commencement of Field Data Collection
- January 15, 2022 – Submittal of Field Check Plan Documents to KDOT
- July 15, 2022 – Submittal of Office Check Plan Documents to KDOT
- October 19, 2022 – KDOT Bid Letting
- December 1, 2022 – Project Construction Commencement
- May 30, 2021 – Project Completion

MHS is fully committed to delivering the project documents for the October 2022 KDOT Letting. This is important to note because KDOT funds HRRR projects on a first-come, first-serve basis and the October Letting is near the beginning of the KDOT Fiscal Year for the project.

### Project Familiarity

The MHS Project Team is uniquely familiar with the proposed HRRR improvements to Tonganoxie Road. Mr. Joe McAfee and Mr. Kevin Schafer, key members of our proposed design team completed the Preliminary Engineering Report, dated February 19, 2011 for the Leavenworth County Public Works. The study included corridor assessment, infrastructure data collection, and project budgeting to support the KDOT HRRR funding submittal. The study included field assessments of existing infrastructure conditions, safety deficiencies, and infrastructure inventory for the Tonganoxie Road Collector. Data collection of GIS Mapping further identified the horizontal and vertical geometrics, along with existing curve data.

MHS has performed multiple similar HRRR Engineering Reports for surrounding County governments as well as Leavenworth County to assist in securing KDOT HRRR funding. This segment of Tonganoxie Road exhibits corridor safety deficiencies identical to our three most recent HRRR improvement projects. As detailed in the Tonganoxie Road Preliminary Engineering Report, deficiencies are as follows:

- Lack of adequate travel lane widths and shoulders.
- Lack of advance warning to drivers accidentally exiting the travel lane, i.e. rumble strip omissions.
- Deficient foreslope grades and clear zone obstacles.
- Crossroad culverts and RCB endpoints located within the clear zone showing excessively steep foreslope/erosion near the structure end points.

- Pavement Marking and Signage failure to meet MUTCD and KDOT design standards.

The Preliminary Engineering Study also identified the necessary solutions to resolve each deficiency which is the basis of the current proposed project improvements. Our project approach to remedy the deficiencies is detailed below. We trust that after reviewing our project approach that the Selection Committee will have full confidence in our staff training expertise and experience in performing the solicited professional services.

### Project Approach & Training Expertise of Staff

The scope of services and design philosophy listed below will serve as guidance for the many decisions that will be made during the course of the project. They express MHS' approach and knowledge of the project and provide an operating framework for the design process. While many other design decisions will be addressed along the way, these items stand out as key elements that must be in the forefront as we work through the project delivery process.

Project Kick-Off Meeting: Prior to any field data collection, MHS will facilitate a Design Kick-Off meeting in the field with County Public Works Staff, and Utility Owners located in the corridor. The purpose of the meeting will be to tour the project to field verify the existing pavement and corridor conditions, discuss critical issues, discuss potential utility relocations, and cement the necessary project schedule for success. Prior to the Kick-Off meeting MHS staff will attempt to meet with each of the adjacent landowners to further communicate the scope of proposed improvements and determine any special conditions and needs. We believe taking this stakeholder approach with adjacent owners improves their view of the proposed improvement plan and potentially reduces conflicts during the right-of-way and easement acquisition process.

Property and Project Control Surveys: The 1.1-mile project corridor spans across Sections 26 and 34 in Township 10S Range 21E, Leavenworth County. MHS staff will locate and reference the nearest corner monuments to each end of the project as well as identifying adjacent properties, permanent easements, and applicable roadway right of ways. Localized project control will contain a minimum of (3) project benchmarks and (4) recoverable control points outside the anticipated project construction limits. National Geodetic Survey Control (NGS) State Plane Coordinates (NAD 83) will be utilized.

Topographic Data Collection: Upon completion of the project control, detailed topographic and planimetric data will be collected for a 200-ft wide corridor along Tonganoxie Road. MHS engineering and survey personnel will take responsibility for contacting utility companies through the Kansas One-Call system and as supplemented by the County for those utility companies not associated with the One-Call system. The underground utilities (fiber optic, telephone, water, cable) as flagged by the each perspective utility owner will be horizontally located. Field data concerning existing drainage culverts, driveways, and land features will also be collected. Engineering staff will be on-site during the topographic data collection process to verify the condition of all crossroad culverts to confirm that extension is a viable option. In the event that culvert condition is not conducive to extension, MHS staff will contact KDOT immediately to confirm available funding to resolve the culvert deficiency.

Right-of-Way and Easement Descriptions: The existing Tonganoxie Road right of way varies from 55' to 100' based on our research for the Preliminary Engineering Study. It is our intent to minimize right-of-way and easement acquisition to complete the project. However, concurrent with obtaining Ownership and Encumbrance (O&E) reports for the 17 adjacent properties, County

Records will be researched for associated easement and road documents. The combination of this data shall be utilized by our Project Surveyor as necessary to draft proposed easements and potential right-of-way acquisitions for parcels affected by the project.

As directed by the County, MHS will provide flagging for the proposed acquisitions as part of the appraisal/acquisition process. MHS staff will place 40d nails and wooden lathe with station, offset and description to delineate acquisition locations. Flag coloring shall be delineated to assist property owners in differentiating between permanent and temporary easement limits.

Preliminary Design: This segment of Tonganoxie Road includes Curve 85, and intersections with 199<sup>th</sup> Street and Mitchell Road. Each of these elements were noted in the LRSP Study that MHS reviewed before performing the Preliminary Engineering Study for funding. The proposed roadway section shall consist of two 12' travel lanes with 6' paved shoulders in accordance with the 2021 HRRR Safety Enhancement Study submitted to KDOT with the funding request. It is our intent to salvage 11' of each travel lane with clean edge saw cutting and installation of 7' wide new pavement section on each roadway edge to achieve the proposed 6-12-12-6 pavement section. Our team has used this approach very successfully on our past three HRRR widening projects in terms of ensuring the new rumble strips are located on fresh pavement. If the existing surface condition of the remaining central roadway is deemed inferior, a surface mill/overlay treatment proposal may be appropriate. Any such proposals will be accompanied by the appropriate KDOT funding to maintain the Leavenworth County budget for the project.

Our design team shall best-fit a roadway centerline for the remaining 22' pavement segment that will serve as the horizontal centerline and profile location for the project plans. Appropriate clear zones will be maintained in accordance with AASHTO R3 Design criteria with all foreslope grading being a minimum of 4:1 (H : V).

Crossroad Culvert Design: A significant part of the design process will include condition assessment, historic plan review, and extension planning for the 6 crossroad drainage culverts located in the corridor. These include four reinforced concrete box culverts varying in opening size from 2'x2' to a 5'x6' double barrel; and two 24"D corrugated metal culverts. Iterative design solutions will be necessary to best-fit the extensions with relocation of drainage ditches to accompany the proposed shoulder widening of the corridor. MHS staff is very experienced with this process through our multiple past HRRR roadway widening projects. Due to the project drainage scope of work being limited to extensions-only improvements it will not be necessary to perform hydrologic and hydraulic calculations for the project.

Driveway Entrances: There are fifteen existing driveway entrances; 10 with drainage culverts ranging in size from 18" to 24" and 5 mound-type entrances that do not require piping. We anticipate most, if not all, entrance culverts being replaced with new pipes to correlate with the revised horizontal location of roadway ditches. Cost associated with the replacements was included in the Preliminary Engineering Estimate of Cost for funding.

Property Fencing: Given the rural nature of the corridor some properties may include existing fencing improvements that need to be considered in the design process. Our design team understands this potential hidden project expense that may occur during the right-of-way acquisition or construction phase. Our project manager shall identify any potential fencing hidden costs and communicate the information to the Leavenworth County Public Works staff to identify

the most cost-effective means of permanent replacement and temporary replacement if livestock pastures are involved.

Construction Documents: MHS will provide construction documents in accordance with plan preparation criteria of Bureau of Local Projects of KDOT complying with KDOT design standards. Field Check plans will incorporate the design concepts identified in the 2021 HRRR Safety Enhancement Study submitted to KDOT. Additional work on the project during this phase will include final assembly of design criteria, incorporation of pavement core information, preparation of pavement, grading, and culvert improvements, and an updated cost estimate. MHS will accompany KDOT and Leavenworth County personnel to the site to perform a Field Check Site Visit to confirm commencement of any required property acquisitions.

Final Office Check plan production shall incorporate all revisions identified in the Field Check investigation. MHS shall deliver a copy of the Office Check plans to the County and KDOT for final review along with any necessary property acquisition documents.

Easements & Right-of-Way Acquisitions: Final easement and applicable right-of-way documents will be submitted in hard copy format with MHS preparing sealed exhibits and legal descriptions for necessary permanent right-of-way, drainage easements, and temporary construction easements.

Permitting: Permitting requirements for the project shall be limited to KDHE Notice of Intent of grading improvements. Similar to other projects administered by KDOT, MHS shall obtain a conditional NOI permit for the project with the Storm Water Pollution Prevention Plan and Erosion Control Plan being the responsibility of the selected contractor.

Construction Inspection Services: Accurate design work and thorough review provide a solid foundation for a project's success. However, one of our primary philosophies at MHS is that the successful design and review of a project does not assure a successful completion. To complete any project successfully there must be "Follow-Through". MHS staff have an excellent reputation in providing construction inspection and material testing services to KDOT. Additionally, our staff is considered lead examples by the Bonner Springs KDOT Construction Office staff who will administer the construction inspection phase of the project. Once KDOT personnel have assigned the applicable Working Days for the project MHS shall submit a Scope of Services and Fee Agreement to complete the construction inspection services of the project.

## Office Location

Staff assigned to complete the preliminary and construction engineering phases for the project shall report from our Oskaloosa, Kansas office. MHS Survey staff are located in our Lenexa, Kansas office and serves in the surveying role for both offices. Our Oskaloosa office is located 19 miles from the project site and 27 miles from the Leavenworth County Public Works office. The close proximity of our office to the site and public works staff shall provide for a most economical team location.

## Closing

The MHS team is very proud of our lengthy reputation serving Leavenworth County's transportation engineering needs during our 21 years in civil engineering service. We are excited for the opportunity to continue to strengthen that relationship with a successful delivery of the 2022 Tonganoxie Road HRRR Safety Enhancements Improvements project.

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

Joseph L. McAfee, President ,  
*President, Chairman, or Authorized Official*

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, McAfee Henderson Solutions, Inc.  
*Agency or Company*

or any person associated therewith in the capacity of \_\_\_\_\_  
*Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds*

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

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

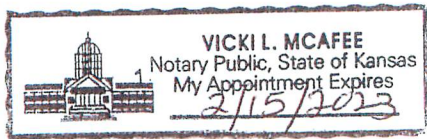
does not have a proposed debarment pending; and

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

Exceptions None

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

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



[Signature]  
Signature

Sworn to before me, a Notary Public in and for the County of Jefferson, State of Kansas this 10<sup>th</sup> day of July, 2021.

[Signature]  
Notary Public

My Commission expires 2/15/2023

**Certification of Final Indirect Costs**

Firm Name: McAfee Henderson Solutions, Inc.

Indirect Cost Rate Proposal: 134.01%

Date of Proposal Preparation (mm/dd/yyyy): 7/16/2021

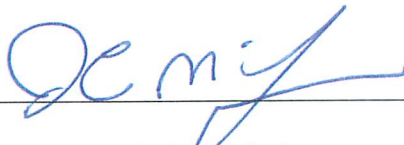
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2021 - 12/31/2021

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

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

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

Signature: \_\_\_\_\_



Name of Certifying Official (Print): Joseph McAfee

Title: President

Date of Certification (mm/dd/yyyy): 3/4/2021



Laura Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.org](http://www.ksrevenue.org)

# CERTIFICATE OF TAX CLEARANCE

McAfee Henderson Solutions, Inc.  
DBA as McAfee Henderson Solutions, Inc.

**ISSUE DATE**  
07/10/2021

**TRANSACTION ID**  
T7HB-GE7S-3XYF

**CONFIRMATION NUMBER**  
C738-JNE8-K5TY

**TAX CLEARANCE VALID THROUGH 10/08/2021**

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

# Leavenworth County Request for Board Action

**Date:** 09/08/2021

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:** *B. Noll*

**Additional Reviews as needed:**

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

**Action Requested:** Approve Agreement No. 199-21 with KDOT for the Cost Share Program Award for 158<sup>th</sup> Street Roadway Safety Improvement – KDOT Project No. 52 KA-6119-01 - for FY2022.

**Recommendation:** Approval

**Analysis:**

On November 18, 2020 Leavenworth County Commissioners accepted the Fall 2020 Cost Share Program Award for the 158<sup>th</sup> Street Roadway Safety Improvement Project. This award is to be used the construction of safety improvements along 2 miles of 158<sup>th</sup> Street, between Kansas Avenue and Kansas Highway 32.

With approval of this agreement, Leavenworth County (LPA) agrees let the project no later than six (6) months of February, 2022 and agrees to the following project funding responsibilities:

Party	Responsibility	Projected Contribution (\$)
*Secretary (KDOT)	36% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$900,000.00.	\$900,000.00
Leavenworth County (LPA)	64% of Total Actual Costs of Construction until Secretary's funding limit is reached; 100% of Total Actual Costs of Construction after Secretary's funding limit is reached; 100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way and Utility Adjustments; 100% Non-Participating Costs.	\$1,600,000.00
<b>Total Estimated Project Cost</b>		<b>\$2,500,000.00</b>

\*Funding provided by KDOT will be in the form of payment reimbursement

Public Works is currently under contract with MHS to complete the design of the project and intends to let the project in fall of 2021.

**Alternatives:** Deny, Table

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization (Sales Tax Fund)
- Non-Budgeted item with additional funds requested

**Total Amount Requested:** N/A

**Additional Attachments:** Cost Share Program Agreement 199-21



PROJECT NO. 52 KA-6119-01  
COST SHARE PROGRAM  
158<sup>th</sup> STREET ROADWAY SAFETY IMPROVEMENT  
LEAVENWORTH COUNTY, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Leavenworth County, Kansas** (“LPA”), **collectively**, the “Parties.”

### RECITALS:

- A. The Kansas Legislature, through K.S.A. § § 68-2314b and 68-2314c, authorized the Secretary to provide funding for programs to assist local units of government in the administration of transportation projects including construction, preservation, expansion, and modernization throughout the state. The KDOT Cost Share Program has been authorized by the Governor of the State of Kansas and the Kansas Secretary of Transportation under this legislation.
- B. The LPA applied for and the Secretary has selected a roadway safety improvement project to participate in the Cost Share Program, as further described in this Agreement.
- C. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.
- D. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage, or other object or thing including, but not limited to, signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare including, but not limited to, leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
11. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
12. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

13. **“Local Public Authority” or “LPA”** means the Leavenworth County, Kansas, with its place of business at 300 Walnut Street, Ste. 007, Leavenworth, KS 66048.
14. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.
18. **“Preliminary Engineering”** means pre-construction activities including, but not limited to, design work generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the LPA, as and when authorized by the Secretary prior to Letting, being: **158<sup>th</sup> Street & K-32 Highway Improvements, add right turn lane from 158<sup>th</sup> Street for traffic entering westbound K-32 highway, widen lane section for turning truck traffic from K-32 onto northbound 158<sup>th</sup> Street; 158<sup>th</sup> Street and Metro Avenue Improvement, vertical alignment improvement to address line of sight deficiencies at the intersection; 158<sup>th</sup> Street Entire Length Improvements, widen roadway to 24 feet with 6 feet shoulders on both sides, replace and widen existing drainage structures, all on 158<sup>th</sup> Street from K-32 (Linwood Road) north two (2) miles to Kansas Avenue in Leavenworth County, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

24. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

**ARTICLE II**

**FUNDING:**

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

The total estimated project cost is \$2,500,000.00.

Party	Responsibility	Total Projected Contribution (\$)
Secretary	36% of Total Actual Costs of Construction; Total Contribution to Actual Costs of Construction not to exceed \$900,000.00.	\$900,000.00
LPA	64% of Total Actual Costs of Construction until Secretary’s funding limit is reached;  100% of Total Actual Costs of Construction after Secretary’s funding limit is reached;  100% of Cost of Preliminary Engineering, Construction Engineering, Right of Way and Utility Adjustments;  100% Non-Participating Costs.	\$1,600,000.00
Total Estimated Project Cost		\$2,500,000.00

**ARTICLE III**

**SECRETARY RESPONSIBILITIES:**

1. **Technical Information on Right of Way Acquisition.** Upon a request from the LPA, the Secretary will provide technical information to help the LPA acquire Right of Way in accordance with the laws of the State of Kansas.

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the LPA for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the LPA that the Project is being constructed within substantial compliance of the Design Plans.

#### ARTICLE IV

##### LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

2. **Legal Authority.** The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Design and Specifications.** The LPA shall be responsible to make or contract to have made Design Plans for the Project.

4. **Letting and Administration by LPA.** The LPA shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The LPA further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the LPA's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

5. **Conformity with State, Local, and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project as well as in conformity with state, local, and federal law appropriate for the Project.

6. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with Article IV, paragraph 5. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

7. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, paragraph 5 above, in all contracts between the LPA and any Consultant with whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 5 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the LPA (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the LPA and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the LPA and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the LPA or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the LPA from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

8. **Responsibility for Adequacy of Design.** The LPA shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the LPA’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation,

express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the LPA.

9. **Performance Bond.** The LPA agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

10. **Plan Retention.** The LPA will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The LPA further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The LPA shall provide access to or copies of all the above-mentioned documents to the Secretary.

11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the LPA, the LPA's employees, agents, subcontractors or its consultants. The LPA shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Indemnification by Contractors.** The LPA agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the LPA from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the LPA defends a third party's claim, the Contractor shall indemnify the Secretary and the LPA for damages paid to the third party and all related expenses either the Secretary or the LPA or both incur in defending the claim.

13. **Authorization of Signatory.** The LPA shall authorize a duly appointed representative to sign for the LPA any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

14. **Right of Way.** The LPA agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The LPA will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by the LPA. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The LPA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The LPA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Highway Use Permit.** If the Project necessitates the LPA to work on Right of Way that is owned by the Secretary, the LPA will submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at [https://www.ksdot.org/Assets/wwwksdotorg/dot\\_304\\_hwy\\_permit.pdf](https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf).

(d) **Relocation Assistance.** The LPA will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the LPA will undertake the relocation of eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.* The Secretary will provide information, guidance, and oversight to the LPA for any relocations required by the Project.

15. **Removal of Encroachments.** The LPA shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the LPA and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

16. **Future Encroachments.** Except as provided by state, local, and federal laws, the LPA agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

17. **Utilities.** The LPA agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The LPA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or



existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the LPA's standard procedures.

(b) Status of Utilities. The LPA shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The LPA will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The LPA shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the LPA will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the LPA except as provided by state and federal laws.

18. **Hazardous Waste.** The LPA agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA will also investigate all Hazardous Waste discovered

during Construction and shall take appropriate action to clean up and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The LPA shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The LPA shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents, and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees, or costs imposed under state or federal laws arising out of or related to any act of omission by the LPA in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement, the LPA has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The LPA reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

19. Inspections. The LPA is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines.

(a) By LPA personnel. LPA personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the LPA to inspect the Project, in which case the LPA shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the LPA does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The LPA will require at a minimum all LPA personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the LPA executes an agreement for Construction Engineering, the agreement shall contain

this requirement as a minimum. The LPA may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the LPA as may be deemed necessary or desirable. The LPA will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the LPA, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

21. **Traffic Control.** The LPA agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The LPA shall provide a temporary traffic control plan within the Design Plans, which includes the LPA's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The LPA's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The LPA will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The LPA shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

22. **Access Control.** The LPA will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the LPA other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

23. **Maintenance.** When the Project is completed and final acceptance is issued, the LPA will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the LPA will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

24. **Audit.** The LPA will participate and cooperate with the Secretary in an annual audit of the Project. The LPA shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

25. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the LPA shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the LPA to any party outside of the Secretary and all costs incurred by the LPA not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

26. **Cancellation by LPA.** If the LPA cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The LPA agrees to reimburse the Secretary within thirty (30) days after receipt by the LPA of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

## ARTICLE V

### SPECIAL COST SHARING PROGRAM REQUIREMENTS:

1. **Letting Deadline.** The LPA agrees that it shall Let the Project no later than six (6) months after February 2022. The LPA may make a written request to the Secretary to the extend the deadline to Let the Project. In the Secretary's sole discretion, the Secretary may either grant or deny the LPA's request for an extension. If the LPA does not Let the Project no later than six (6) months after February 2022, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten (10) years, commencing on the date the Secretary or the LPA gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the LPA will purchase and maintain insurance for property damage to the building continuously during

the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project will require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the LPA shall pay back to the Secretary a percentage of the Secretary's share as follows:

- |  |                               |
|--|-------------------------------|
| 1) Violates in 1 <sup>st</sup> year of 10-year period:   | 100% of the Secretary's Share |
| 2) Violates in 2 <sup>nd</sup> year of 10-year period:   | 90% of the Secretary's Share  |
| 3) Violates in 3 <sup>rd</sup> year of 10-year period:   | 80% of the Secretary's Share  |
| 4) Violates in 4 <sup>th</sup> year of 10-year period:   | 70% of the Secretary's Share  |
| 5) Violates in 5 <sup>th</sup> year of 10-year period:   | 60% of the Secretary's Share  |
| 6) Violates in 6 <sup>th</sup> year of 10-year period:   | 50% of the Secretary's Share  |
| 7) Violates in 7 <sup>th</sup> year of 10-year period:   | 40% of the Secretary's Share  |
| 8) Violates in 8 <sup>th</sup> year of 10-year period:   | 30% of the Secretary's Share  |
| 9) Violates in 9 <sup>th</sup> year of 10-year period:   | 20% of the Secretary's Share  |
| 10) Violates in 10 <sup>th</sup> year of 10-year period: | 10% of the Secretary's Share  |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

## ARTICLE VI

### GENERAL PROVISIONS:

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the LPA of liability in respect to any expressed or implied warranties.
2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.
3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.
4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
5. **Compliance with Federal and State Laws.** The LPA shall comply with all applicable state and federal laws and regulations. The LPA represents and warrants that any

Contractor and/or Consultant performing any services on the Project will also comply with all applicable state and federal laws and regulations.

6. **Contractual Provisions.** The provisions found in the most current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

8. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the LPA for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

9. **Entire Agreement.** This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

10. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

11. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

12. **Independent Contractor Relationship.** The relationship of the Secretary and the LPA shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The LPA is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the LPA shall not be deemed to be an employee or independent

contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The LPA agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The LPA agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the LPA. This provision shall survive the expiration or termination of this Agreement.

13. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

14. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. **Nondiscrimination and Workplace Safety.** The LPA shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

**The Secretary:**  
Kansas Department of Transportation  
Attn: Michelle Needham  
Division of Fiscal & Asset Management  
700 SW Harrison Street, 2<sup>nd</sup> Floor West  
Topeka, KS 66603-3754

**The LPA:**  
Leavenworth County, Kansas  
300 Walnut Street, Ste. 007  
Leavenworth, KS 66048

17. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

18. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the LPA or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the LPA.

20. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

21. **Waiver.** A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER



Kansas Department of Transportation  
Secretary of Transportation

By: \_\_\_\_\_  
Lindsey Douglas (Date)  
Deputy Secretary

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

### CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **ASSURANCE APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

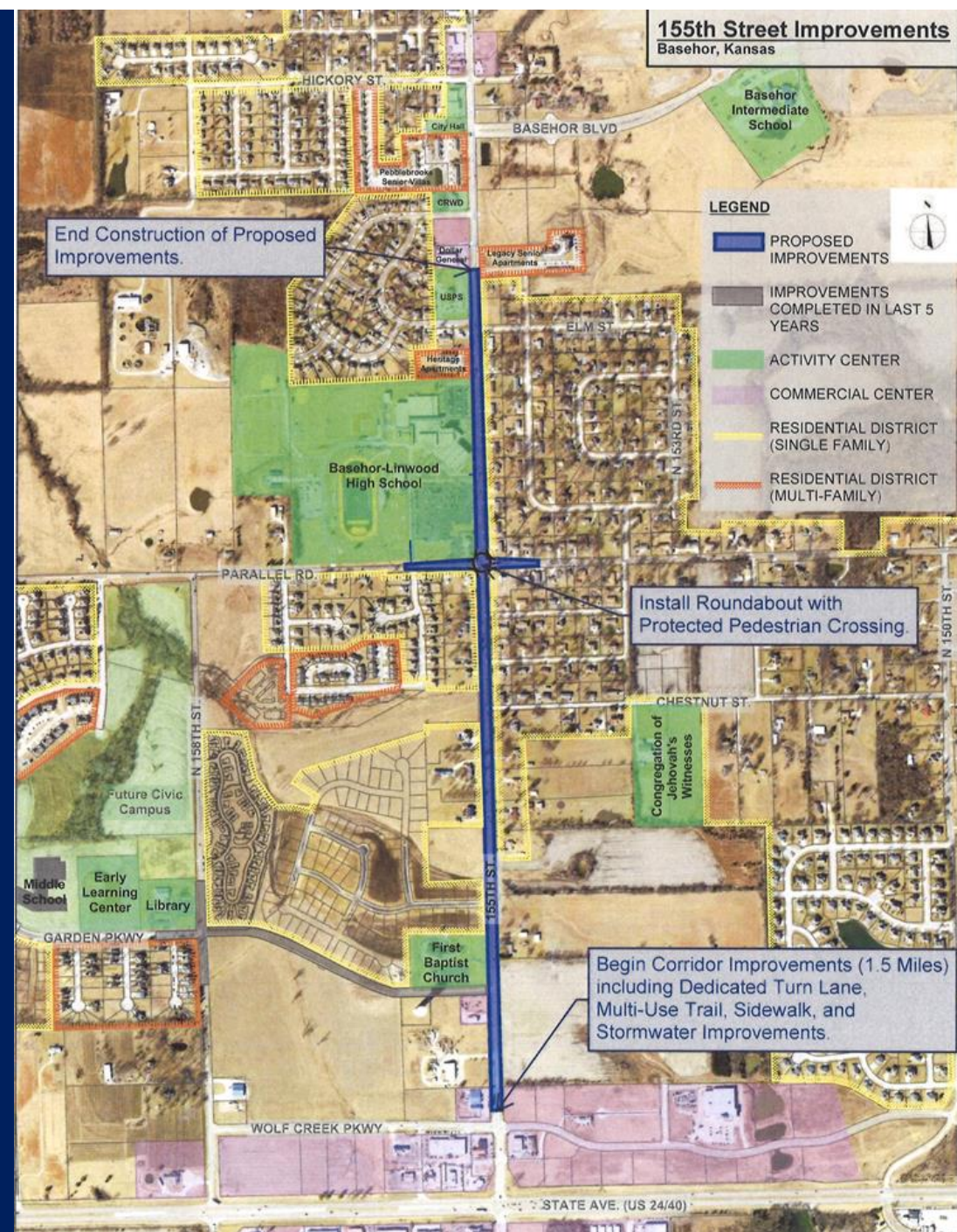
# 155th Street Improvements-Basehor, Kansas



Presented by Mayor David K. Breuer  
To the Leavenworth County Commission

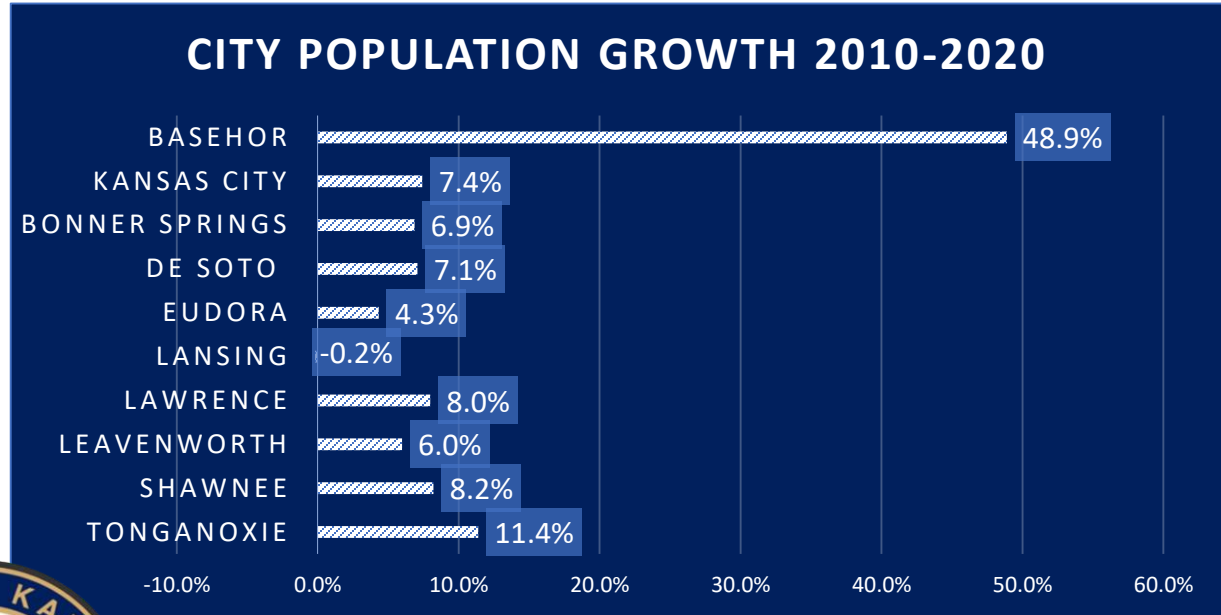
September 8, 2021

9:00 am



April 1, 2010 Population		4,632
April 1, 2020 Population		6,896
Total Population Increase		48.9%

**2<sup>nd</sup> Fastest Growing City in Kansas**  
by percentage with a population of 5,000 or more.



# Basehor is Booming

# 155<sup>th</sup> Street- Basehor's Main Street

- The City of Basehor submitted an application to the Mid-America Regional Council's (MARC) Surface Transportation Program (STP) 2020 Call for Projects for 155<sup>th</sup> Street to:
  - Rehabilitate
  - Modernize
  - Improve Overall Safety







# Highlights of the Application

- Addition of turn lanes as needed
- Stormwater improvements with adequate green infrastructure
- Roundabout at intersection with Parallel Rd
- 10 feet wide Multi-Use Path for pedestrian and bicycle traffic
- 5 feet wide sidewalk on opposite side of roadway
- Allows for curbside drop-off zones (micro-transit and ridesharing services)



*Preliminary design image provided by Olsson. Image is preliminary and subject to change throughout project.*



# Leavenworth County and Basehor- *A Valued Partnership*

- Thank you to the **Leavenworth County Commissioners** for their support in having Basehor City Councilmember Vernon Fields serve on MARC's Surface Transportation Program (STP) Committee. Councilmember Fields is proud to advocate for all of Leavenworth County.
- Thank you to **Bill Noll**, Leavenworth County's Infrastructure and Construction Services Director, for his support of our project in the application process.
- Thank you to **Leavenworth County** for allowing us the opportunity to submit this application to find a solution for 155<sup>th</sup> Street. Although it is considered Basehor's main street, it is a county-maintained road. The City of Basehor is appreciative to Leavenworth County to be able to reduce the need for Leavenworth County to expend resources maintaining this road moving forward.

# Application Results: Cause for Celebration

## KANSAS STP FUNDING RECOMMENDATION -- APPROVED DECEMBER 3, 2020

ID	Applicant	Project Title	Project Type	Sponsor Priority	Connected KC 2050 Alignment	Total Score	STP Funding Requested	STP Funding Recommended	% of Request Met
NA	MARC	Operation Green Light Operating Assistance	NA	NA	NA		\$ 420,000	\$ 420,000	
110	MARC	Planning Sustainable Places 2023	Other STP	1	Highly Aligned	103	\$ 700,000	\$ 700,000	100%
95	UG Wyco/KCK	Central Avenue Bicycle and Pedestrian Conversion	Non-Motorized Transportation	1	Aligned	95	\$ 700,000	\$ 700,000	100%
4	KCATA	Regional Transit Corridor – Metcalf & 75th/Quivira	Public Transportation	1	Highly Aligned	91	\$ 800,000	\$ 800,000	100%
108	Basehor	155th Street Improvements	Roadway Operations	1	Highly Aligned	85	\$ 7,435,056	\$ 7,435,056	100%
27	Bonner Springs	138th Street Improvements - Phase 1	Roadway Operations	1	Highly Aligned	82	\$ 2,720,000	\$ 2,720,000	100%
41	Basehor	STP - Parallel Road and 158th Street Improvements	Roadway Operations	2	Highly Aligned	80	\$ 5,328,320		
62	KCATA	Regional Clean Fuel Transit Vehicles Kansas	Public Transportation	3	Aligned	77	\$ 3,528,000		
127	Basehor	TAP - Parallel Road and 158th Street B/P Improvements	Non-Motorized Transportation	3	Highly Aligned	77	\$ 500,000		
81	Johnson County	Johnson County Safe Routes to School Program	Non-Motorized Transportation	2	Aligned	76	\$ 199,988		
10	UG Wyco/KCK	Wyandotte County Safe Routes to School Program	Non-Motorized Transportation	2	Aligned	75	\$ 150,000		
18	Overland Park	167th Street, Switzer Road to Antioch Road	Roadway Operations	1	Aligned	73	\$ 7,188,000		
72	Johnson County	Lackman Road, 159th to 167th, Improvements	Roadway Capacity	1	Not Aligned	72	\$ 3,100,000	\$ 3,100,000	100%
33	Edwardsville	98th Street Corridor (Kansas Ave to City Limits segment)	Roadway Capacity	1	Aligned	68	\$ 4,800,000	\$ 3,797,356	79%
24	Shawnee	Midland Drive - I-435 to Shawnee Mission Parkway	Roadway Capacity	1	Not Aligned	68	\$ 4,000,000		
116	Overland Park	Downtown Overland Park Wayfinding Signage	Other STP	3	Aligned	67	\$ 100,000		
57	Lenexa	Santa Fe Trail from 95th Street to Pflumm Road	Roadway Operations	3	Highly Aligned	67	\$ 1,160,000		
118	Edwardsville	Towne City Connector	Non-Motorized Transportation	2	Aligned	65	\$ 505,000		
103	Leawood	Tomahawk Creek Parkway (College to Roe)	Transportation Safety Infrastructure	1	Highly Aligned	65	\$ 3,760,000	\$ 3,760,000	100%
1	De Soto	83rd Street Bridge Replacement	Bridge Replacement/Rehabilitation	1	Aligned	63	\$ 1,500,000	\$ 1,500,000	100%
67	Overland Park	Quivira Road and 179th Street Roundabout	Roadway Operations	2	Aligned	63	\$ 2,478,400		
39	Olathe	119th Street, Woodland to Northgate, Improvements	Roadway Capacity	1	Not Aligned	63	\$ 4,500,000		
90	Lenexa	Renner Blvd Improvements - 84th Street to 79th Street	Roadway Operations	1	Aligned	60	\$ 2,240,000		
29	Olathe	Black Bob Improvements & 159th Street Improvements	Roadway Capacity	2	Not Aligned	57	\$ 3,000,000		
104	Roeland Park	Elledge Drive Complete Street Project- Roe Lane to 47th St	Transportation Safety Infrastructure	1	Highly Aligned	55	\$ 1,102,000		
32	Leavenworth Co	County Route 2 (158th Street - Kansas Ave to K-32)	Transportation Safety Infrastructure	1	Not Aligned	52	\$ 2,450,000		
19	Gardner	US 56 & I-35 Interchange Improvements	Roadway Operations	1	Aligned	51	\$ 816,000		
5	Roeland Park	Nall Avenue Complete Street Project- 51st St to 58th St	Transportation Safety Infrastructure	2	Aligned	51	\$ 599,000		
68	Spring Hill	199th Street - Ridgeview Road to Renner Road	Roadway Operations	1	Not Aligned	48	\$ 3,818,000		

## City of Basehor- 155<sup>th</sup> Street Improvements

- Sponsor Priority: 1
- Total Score: 85
- STP Funding: \$7,435,056



# Most Funded Projects by MARC in Kansas



Jurisdiction	Project	STP Funds
Basehor	155th Street Improvements	\$7,435,056
Unified Government of Wyandotte County/KCK	Leavenworth Rd, 63rd to 38th	\$6,960,000
Overland Park	Metcalf Ave, 159th to 167th	\$6,640,000
Unified Government of Wyandotte County/KCK	Leavenworth Rd, 78th to 63rd	\$6,560,000



# Project Schedule



TASK NAME	2021	2022				2023				2024			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>Design Notice to Proceed</b>   11/21	●												
<b>Concept Phase</b>   11/21 - 1/22	■												
Field survey   11/21 - 1/22	■												
First public meeting   1/22		●											
Governing body concept approval   2/22		●											
<b>Preliminary Design Phase</b>   3/22 - 9/22		■	■	■	■								
Geotechnical investigation   4/22 - 5/22			■	■									
Traffic operational analysis   3/22 - 4/22		■	■										
Design/plan production   3/22 - 9/22		■	■	■	■								
Field check plans to city & KDOT   9/22				●									
Field check meeting   12/22					●								
<b>ROW (60%) Plans Complete</b>   1/23						●							
ROW acquisition   2/23 - 8/23						■	■	■	■				
Second public meeting   2/23						●							
Utility relocation   3/23 - 10/23						■	■	■	■	■			
<b>Final Design Phase</b>   2/23 - 7/23						■	■	■	■				
<b>Final PS&amp;E Complete</b>   10/23									●				
<b>Obligate Federal Funds</b>   10/23									●				
<b>Construction Notice to Proceed</b>   12/23									●				
<b>Construction Phase</b>   12/23 - 12/24										■	■	■	■

Preliminary timeline provided by Olsson. Timeline is subject to change throughout project.

# Estimated Costs for Project



Engineering	\$1,310,200
Right-of-Way	\$162,380
Utility Adjustment/Relocation	\$488,800
Program Implementation/Construction (including Construction Engineering/Inspection)	\$7,838,070
Contingency	\$1,455,750
Total Estimated Project Cost	\$11,255,200
STP Funds	\$7,435,056
<b>Gap</b>	<b>\$3,820,144</b>



The City of Basehor respectfully requests the Leavenworth County Commission consider financial support in the 155<sup>th</sup> Street Improvements Project. Basehor is grateful for the continued partnership with Leavenworth County and is committed to assume responsibility of the improved portions of 155<sup>th</sup> Street.

