

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
October 21, 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:
- 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 October 13, 2021

- b) Approval of the minutes of the work session of October 13, 2021
- c) Approval of the schedule for the week October 25, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve awarding bid for the first floor Cushing remodel of the Council on Aging area to Sands Construction.
- b) Consider a motion to approve Resolution 2021-47, approving the Gravel Road Dust Control Policy and the 2022 Dust Control Request Form.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, October 18, 2021

9:00 a.m. Kansas Association of Counties 46th Annual Conference
• Sheraton Convention Center, 6000 College Blvd, Overland Park, KS

Tuesday, October 19, 2021

9:00 a.m. Kansas Association of Counties 46th Annual Conference
• Sheraton Convention Center, 6000 College Blvd, Overland Park, KS

12:00 p.m. LCPA meeting

Wednesday, October 20, 2021

9:00 a.m. Kansas Association of Counties 46th Annual Conference
• Sheraton Convention Center, 6000 College Blvd, Overland Park, KS

Thursday, October 21, 2021

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

2:00 p.m. JCAB meeting via Zoom

Friday, October 22, 2021

12:00 p.m. Leavenworth/Lansing Chamber of Commerce meeting

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

*****October 13, 2021 *****

The Board of County Commissioners met in a regular session on Wednesday, October 13, 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; John Richmeier, Leavenworth Times

Residents: AW Himpel, Joe Herring, John Matthews, Dennis Taylor

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben inquired if the County made vaccinations optional for employees and put into place a policy would that apply to elected officials.

David Van Parys indicated generally personnel policies apply to all County employees with exceptions for elected officials.

Commissioner Doug Smith requested a joint work session with the Planning Commission for the review of the Comprehensive Plan.

Mark Loughry requested the Commission hold a work session first before scheduling one with the Planning Commission.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, October 13, 2021 as presented.

Motion passed, 5-0.

Commissioner Mike Smith attended the Lansing City Commission and Lansing Dazes.

Commissioner Doug Smith attended the fundraiser at Henry Leavenworth School and the Tonganoxie candidate forum. He also attended the Fairmount Open House, the Basehor Fall Festival and Lansing Daze.

Commissioner Stieben met with citizens about road issues and attended a picnic with Tonganoxie School Board candidates.

Commissioner Culbertson met with Representative Neeley regarding LAVTR and met with individuals regarding the landfill in Easton indicating he is working on getting no jake braking signs put up.

Commissioner Kaaz attended the 7-11 ribbon cutting, the Mental Health Task Force meeting and the Leavenworth City Commission meeting.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson that the Board recess for a closed executive meeting for the discussion involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that the Board resume open meeting at 9:35 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Jeff

Culbertson, Vicky Kaaz, Mike Smith, Doug Smith and Mike Stieben, Senior County Counselor David Van Parys and County Administrator Mark Loughry.

Motion passed, 5-0.

The Board returned to regular session at 9:35 a.m. No decisions were made and the subject was limited to the legal interests of the County.

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

Motion passed, 5-0.

The Board adjourned at 9:35 a.m.

Draft

*****October 13, 2021 *****

The Board of County Commissioners met in a work session on Wednesday, October 13, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: John Matthews, Dennis Taylor

A work session was held to discuss the Eastern Gateway Bridge.

The Board ended the work session at 9:55 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, October 25, 2021

Tuesday, October 26, 2021

9:00 a.m. Workforce Partnership Board Training Session via Zoom

12:00 p.m. MARC meeting via Zoom

Wednesday, October 27, 2021

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

Thursday, October 28, 2021

Friday, October 29, 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

START DATE: 10/09/2021 END DATE: 10/15/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	76.71		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-001-5-53-215	4013-01994 UNIFORM RENTALS NOX	76.71		
							*** VENDOR		4120 TOTAL	153.42
20588	ADVANTAGE	ADVANTAGE PRINTING	322930	94692 AP	10/15/2021	1-001-5-07-303	ACCT 132 BUSINESS CARDS	75.00		
20588	ADVANTAGE	ADVANTAGE PRINTING	322930	94692 AP	10/15/2021	1-001-5-14-301	AP CHECKS 5000+250	734.35		
							*** VENDOR		20588 TOTAL	809.35
21036	ARROWHEAD	ARROWHEAD SCIENTIFIC INC	322932	94694 AP	10/15/2021	1-001-5-07-251	SHERIFF-EVIDENCE SUPPLIES	373.45		
1523	BOB BARKER	BOB BARKER CO INC	322934	94696 AP	10/15/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	61.78		
1523	BOB BARKER	BOB BARKER CO INC	322934	94696 AP	10/15/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	856.80		
							*** VENDOR		1523 TOTAL	918.58
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	244.56		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	174.23		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	282.00		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	1,659.88		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	282.00		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	3,128.70		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	16.60		
23537	BOUND TREE	BOUND TREE MEDICAL LLC	322850	94620 AP	10/13/2021	1-001-5-05-381	113712 EMS FIELD SUPPLIES	234.50		
							*** VENDOR		23537 TOTAL	6,022.47
283	BUSETTI ROBERT	ROBERT BUSETTI	322937	94699 AP	10/15/2021	1-001-5-07-219	DENTIST FOR INMATES	350.00		
496	CHAPMAN SEPTIC	JOSH CAVANESS	322939	94701 AP	10/15/2021	1-001-5-07-208	PUMPED OUT GREASE TRAP IN JAIL	285.00		
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	322940	94702 AP	10/15/2021	1-001-5-05-215	20642-0317B242442109 GAS SERVI	9.04		
2395	CMH PROFESSIONAL GRO	CMH PROFESSIONAL GROUP	322941	94703 AP	10/15/2021	1-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00		
5362	DIAMOND DRUGS	DIAMOND DRUGS,INC	322942	94704 AP	10/15/2021	1-001-5-07-219	KSLV - INMATE PRESCRIPTIONS	3,070.65		
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	322944	94706 AP	10/15/2021	1-001-5-07-301	SHERIFF - 4 TONERS	379.96		
86	EVERGY	EVERGY KANSAS CENTRAL INC	322945	94707 AP	10/15/2021	1-001-5-07-223	ELEC SVC TO SIRENS	1,129.05		
7655	J F DENNEY P	J F DENNEY PLUMBING & HEATING	322949	94711 AP	10/15/2021	1-001-5-07-207	LEAV03 REPAIR AC - DISPATCH	428.45		
7655	J F DENNEY P	J F DENNEY PLUMBING & HEATING	322949	94711 AP	10/15/2021	1-001-5-32-209	LEAV03 JC DISPATH, INSTALL EQU	146.25		
							*** VENDOR		7655 TOTAL	574.70
99	JUROR									

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
99	JUROR								
							*** VENDOR	99 TOTAL	3,163.84
6636	KANSAS GAS	KANSAS GAS SERVICE	322900	94670 AP	10/13/2021	1-001-5-05-215	510614745 2015657 27 GAS TRANS	72.54	
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	322953	94715 AP	10/15/2021	1-001-5-19-221	9020533027 INTERPRETER (PHONE)	131.72	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	322954	94716 AP	10/15/2021	1-001-5-07-266	SEPTEMBER CONTRACT LVSO	1,250.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	322956	94718 AP	10/15/2021	1-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,954.22	
1693	LEAV ROTARY	LEAVENWORTH ROTARY CLUB #1621	322957	94719 AP	10/15/2021	1-001-5-11-203	TODD THOMPSON DUES/MEMBERSHIP	204.50	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	16.40	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	15.95	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	23.15	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	16.40	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	18.20	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	20.00	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-06-220	ACCT 267 PUBLIC NOTICES	20.90	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-49-341	ACCT 388 VOTER REGISTRATION,EL	32.15	
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-001-5-49-341	ACCT 388 VOTER REGISTRATION,EL	19.10	
							*** VENDOR	537 TOTAL	182.25
1492	LEE CLINTON	CLINTON W LEE	322959	94721 AP	10/15/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
230	LEINTZ	IAN LEINTZ	322903	94673 AP	10/13/2021	1-001-5-32-209	JUSTICE CENTER SIDEWALK REPLAC	4,893.00	
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	322904	94674 AP	10/13/2021	1-001-5-09-233	SEPT SEARCHES 1314401	50.50	
17244	MARLOW WHI	MARLOW WHITE UNIFORM CO	322960	94722 AP	10/15/2021	1-001-5-07-350	SHERIFF-UNIFORM ALTERATIONS	24.00	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
56	MIRROR	THE TONGANOXIE MIRROR	322962	94724 AP	10/15/2021	1-001-5-49-341	10002291 SHERMAN TWP VACANCY P	43.22	
56	MIRROR	THE TONGANOXIE MIRROR	322962	94724 AP	10/15/2021	1-001-5-49-341	10002291 SHERMAN TWP VACANCY P	43.22	
							*** VENDOR	56 TOTAL	86.44
4583	MURRFIELD	MURRFIELD FARM SUPPLY	322964	94726 AP	10/15/2021	1-001-5-53-305	ACCT 1252 CHEMICAL	1,408.00	
397	NICHOLSON	RAE NICHOLSON LAW, LLC	322965	94727 AP	10/15/2021	1-001-5-09-231	CONFLICT ATTORNEY (VOUCHERS)	432.00	
497	NMS	NATIONAL MEDICAL SERVICES	322966	94728 AP	10/15/2021	1-001-5-11-213	EXPERT WITNESS FEES-TOXICOLOGI	5,685.47	
427	PEMBLE	JORDAN PEMBLE	322968	94731 AP	10/15/2021	1-001-5-09-231	ATTORNEY VOUCHERS	2,970.00	
200	PRAETORIAN	THE PRAETORIAN GROUP	322906	94676 AP	10/13/2021	1-001-5-07-208	ANNUAL FEE POLICEONE SUBSCRIPT	5,768.00	
4801	SAM	SURVEY AND MAPPING, LLC	322973	94736 AP	10/15/2021	1-001-5-42-293	INTEGRITY MOBILE GIS WEB HOSTI	9,000.00	
201	SASSI INSTITUTE	THE SASSI INSTITUTE	322974	94737 AP	10/15/2021	1-001-5-19-301	KSLEAV SASSI DOCS	253.00	
408	SIGN PRO	SIGN PROFESSIONALS OF KANSAS C	322908	94678 AP	10/13/2021	1-001-5-41-213	APPRAISER - VINYL STICKERS	199.32	
49	ST LUKES	ST LUKES HOSPITAL	322975	94738 AP	10/15/2021	1-001-5-07-219	INMATE MEDICAL BILL	48.75	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	322977	94740 AP	10/15/2021	1-001-5-11-210	1000590171 WEST INFORMATION CH	752.24	
2801	TURNKEY CORRECTIONS	TW VENDING, INC	322980	94743 AP	10/15/2021	1-001-5-07-359	SHERIFF-JAIL SUPPLIES	636.59	
2801	TURNKEY CORRECTIONS	TW VENDING, INC	322980	94743 AP	10/15/2021	1-001-5-07-359	SHERIFF-JAIL SUPPLIES	100.00-	
							*** VENDOR	2801 TOTAL	536.59
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	322909	94679 AP	10/13/2021	1-001-5-07-208	101161 ANNUAL LEASE RENTAL - S	829.92	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	322981	94744 AP	10/15/2021	1-001-5-19-214	ACCT 100492 FILE RETRIEVAL, PAL	353.47	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	322981	94744 AP	10/15/2021	1-001-5-19-214	ACCT 100492 ANNUAL LEASE RENTA	8,259.38	
							*** VENDOR	41 TOTAL	9,442.77
100	WITNESS LIST						*** VENDOR	100 TOTAL	469.16
							TOTAL FUND 001		66,778.98

190	ACP	AMERICAN COLLEGE OF PHYSICIANS	322929	94691 AP	10/15/2021	1-108-5-00-380	PROFICIENCY TESTING	157.00	
6539	MTI SECURITY	A&M SECURITY SOLUTIONS INC	322963	94725 AP	10/15/2021	1-108-5-00-219	ACCT 2465 SECURITY MONITORING	60.00	
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	322970	94733 AP	10/15/2021	1-108-5-00-606	WIC/TELEPHONE INTERPRETING SVC	25.00	
							TOTAL FUND 108		242.00

24545	CDW GOVERN	CDW GOVERNMENT INC	322851	94621 AP	10/13/2021	1-115-5-00-409	3773122 UPS, SOFTWARE, HARDWARE	214.69	
24545	CDW GOVERN	CDW GOVERNMENT INC	322851	94621 AP	10/13/2021	1-115-5-00-409	3773122 UPS, SOFTWARE, HARDWARE	1,113.56	
24545	CDW GOVERN	CDW GOVERNMENT INC	322851	94621 AP	10/13/2021	1-115-5-00-409	3773122 UPS, SOFTWARE, HARDWARE	36.75	
24545	CDW GOVERN	CDW GOVERNMENT INC	322851	94621 AP	10/13/2021	1-115-5-00-409	3773122 UPS, SOFTWARE, HARDWARE	3,758.68	
							*** VENDOR	24545 TOTAL	5,123.68
398	NETSTANDARD INC	NETSTANDARD INC	322905	94675 AP	10/13/2021	1-115-5-00-409	4 HARDDRIVES	2,323.14	
							TOTAL FUND 115		7,446.82

20588	ADVANTAGE	ADVANTAGE PRINTING	322848	94618 AP	10/13/2021	1-126-5-00-321	BUSINESS CARDS ACCT 52	27.50	
207	SUNFLOWER HEALING	KATHRYN KAY LUNA	322976	94739 AP	10/15/2021	1-126-5-00-705	BIP ASSESSMENT	100.00	
							TOTAL FUND 126		127.50

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
7158	A-1 RENTAL	A-1 RENTAL	322847	94617 AP	10/13/2021	1-133-5-00-214	10-9 MONTHLY TOILET RENTAL	100.00	
7158	A-1 RENTAL	A-1 RENTAL	322847	94617 AP	10/13/2021	1-133-5-00-214	10-9 MONTHLY TOILET RENTAL	100.00	
							*** VENDOR	7158 TOTAL	200.00
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-133-5-00-215	10-10 4013-01993 UNIFORM RENTA	349.67	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-133-5-00-215	10-10 4013-01993 UNIFORM RENTA	110.31-	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-133-5-00-312	10-10 4013-01993 UNIFORM RENTA	206.01	
							*** VENDOR	4120 TOTAL	445.37
26521	BRUNSON BU	BRUNSON BUILDERS INC	322935	94697 AP	10/15/2021	1-133-5-00-207	10-11 SVC CALL/LABOR - REWELD	383.60	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	322936	94698 AP	10/15/2021	1-133-5-00-303	10-12 430742 ROAD SEAL	19,713.83	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	322940	94702 AP	10/15/2021	1-133-5-00-304	10-21 20642-5600012109 GAS SER	4.52	
434	HAMM QUARR	HAMM QUARRIES	322947	94709 AP	10/15/2021	1-133-5-00-361	10-13 300467 ROCK	542.61	
434	HAMM QUARR	HAMM QUARRIES	322947	94709 AP	10/15/2021	1-133-5-00-361	10-13 300467 ROCK	121.31	
							*** VENDOR	434 TOTAL	663.92
461	LEAV CO CO	LEAV CO COOP	322902	94672 AP	10/13/2021	1-133-5-00-304	10-6 LEAROA FUEL,FLUIDS/LUBES	40,302.88	
461	LEAV CO CO	LEAV CO COOP	322902	94672 AP	10/13/2021	1-133-5-00-310	10-6 LEAROA FUEL,FLUIDS/LUBES	2,113.71	
							*** VENDOR	461 TOTAL	42,416.59
537	LEAV TIMES	LEAVENWORTH TIMES	322958	94720 AP	10/15/2021	1-133-5-00-208	10-14 ACCT 264 PUBLICATION BR	14.60	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	322961	94723 AP	10/15/2021	1-133-5-00-360	10-15 95988 PRESSURE VALVES,PA	136.33	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	322961	94723 AP	10/15/2021	1-133-5-00-360	10-15 95988 PRESSURE VALVES,PA	143.75	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	322961	94723 AP	10/15/2021	1-133-5-00-360	10-15 95988 PRESSURE VALVES,PA	272.66	
							*** VENDOR	232 TOTAL	552.74
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-310	10-7 19615 FILTERS,FLUIDS/LUBE	27.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-310	10-7 19615 FILTERS,FLUIDS/LUBE	62.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-310	10-8 19615 FLUIDS/LUBE,STARTER	35.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-310	10-8 19615 FLUIDS/LUBE,STARTER	107.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-310	10-8 19615 FLUIDS/LUBE,STARTER	35.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-312	10-7 19615 FILTERS,FLUIDS/LUBE	12.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	23.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	58.40	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	9.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	282.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	30.10	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	209.96	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	65.56	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	74.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	9.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	44.66	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	179.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	433.77	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	18.50	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	37.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	56.81	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	178.73	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	138.28	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	272.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-7 19615 FILTERS,FLUIDS/LUBE	17.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	54.00-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	15.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	414.84	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	14.16	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	119.86-	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	49.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	110.22	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	353.48	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	93.48	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	28.53	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	3.70	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	7.65	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-360	10-8 19615 FLUIDS/LUBE,STARTER	98.18	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-365	10-7 19615 FILTERS,FLUIDS/LUBE	27.96	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-133-5-00-365	10-8 19615 FLUIDS/LUBE,STARTER	31.99	
							*** VENDOR 11799 TOTAL	3,502.17	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	322969	94732 AP	10/15/2021	1-133-5-00-309	10-16 1960724 TIRES	1,624.04	
632	RWD 8	RURAL WATER DIST NO 8	322972	94735 AP	10/15/2021	1-133-5-00-210	10-22 143250300 GPS MOBILE TEL	39.99	
632	RWD 8	RURAL WATER DIST NO 8	322907	94677 AP	10/13/2021	1-133-5-00-214	10-4 WATER SVC CO SHOP 2 METER	156.58	
632	RWD 8	RURAL WATER DIST NO 8	322907	94677 AP	10/13/2021	1-133-5-00-214	10-4 WATER SVC CO SHOP 2 METER	82.13	
632	RWD 8	RURAL WATER DIST NO 8	322972	94735 AP	10/15/2021	1-133-5-00-440	10-5 2" METER PARTS, CLVCO SHO	1,140.00	
632	RWD 8	RURAL WATER DIST NO 8	322972	94735 AP	10/15/2021	1-133-5-00-440	10-5 2" METER PARTS, CLVCO SHO	600.00	
632	RWD 8	RURAL WATER DIST NO 8	322972	94735 AP	10/15/2021	1-133-5-00-440	10-5 2" METER PARTS, CLVCO SHO	3,604.00	
632	RWD 8	RURAL WATER DIST NO 8	322972	94735 AP	10/15/2021	1-133-5-00-440	10-5 2" METER PARTS, CLVCO SHO	3,500.00	
							*** VENDOR 632 TOTAL	9,122.70	
10703	TIRE TOWN	TIRE TOWN	322979	94742 AP	10/15/2021	1-133-5-00-309	10-18 ROLOFF SCRAP TIRES	400.00	
392	VANDERBILT	VANDERBILT'S	322983	94746 AP	10/15/2021	1-133-5-00-364	10-20 1000127 SAFETY BOOTS SME	124.99	
							TOTAL FUND 133	79,169.07	

20588	ADVANTAGE	ADVANTAGE PRINTING	322848	94618 AP	10/13/2021	1-136-5-00-301	BUSINESS CARDS ACCT 52	13.75	
20588	ADVANTAGE	ADVANTAGE PRINTING	322848	94618 AP	10/13/2021	1-136-5-00-321	BUSINESS CARDS ACCT 52	13.75	
							*** VENDOR 20588 TOTAL	27.50	
							TOTAL FUND 136	27.50	

4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-137-5-00-203	10-3 4013-01993 UNIFORM RENTAL	110.47	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	322928	94690 AP	10/15/2021	1-137-5-00-203	10-3 4013-01993 UNIFORM RENTAL	113.44	
							*** VENDOR 4120 TOTAL	223.91	
434	HAMM QUARR	HAMM QUARRIES	322947	94709 AP	10/15/2021	1-137-5-00-312	10-4 300467 ROCK	897.42	
434	HAMM QUARR	HAMM QUARRIES	322947	94709 AP	10/15/2021	1-137-5-00-312	10-4 300467 ROCK	247.36	
434	HAMM QUARR	HAMM QUARRIES	322947	94709 AP	10/15/2021	1-137-5-00-312	10-4 300467 ROCK	145.86	
							*** VENDOR 434 TOTAL	1,290.64	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-312	10-5 218331 ROCK,RD ASPHALT/SE	132.81	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	1,022.39	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	1,016.80	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	4,117.17	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	762.60	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	253.83	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	248.05	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	257.18	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	5,547.63	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	509.33	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	2,812.79	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	459.62	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	1,003.73	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	5,076.86	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	801.03	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK,RD ASPHALT/SE	2,473.55	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	770.25	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	1,783.51	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	250.66	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	1,784.06	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	664.73	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	1,195.54	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	322948	94710 AP	10/15/2021	1-137-5-00-325	10-5 218331 ROCK, RD ASPHALT/SE	1,634.40	
							*** VENDOR 369 TOTAL		34,578.52
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322955	94717 AP	10/15/2021	1-137-5-00-325	10-6 495 BM2	7,524.92	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322955	94717 AP	10/15/2021	1-137-5-00-325	10-6 495 BM2	11,370.28	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322955	94717 AP	10/15/2021	1-137-5-00-325	10-6 495 BM2	17,364.15	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	322955	94717 AP	10/15/2021	1-137-5-00-325	10-6 495 BM2	17,369.01	
							*** VENDOR 1351 TOTAL		53,628.36
461	LEAV CO CO	LEAV CO COOP	322902	94672 AP	10/13/2021	1-137-5-00-304	10-1 LEAROA DYED DIESEL	4,970.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-137-5-00-320	10-2 19615 FILTERS, MEGACRIMPS	51.72	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-137-5-00-320	10-2 19615 FILTERS, MEGACRIMPS	56.50	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-137-5-00-320	10-2 19615 FILTERS, MEGACRIMPS	138.17	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	322967	94730 AP	10/15/2021	1-137-5-00-320	10-2 19615 FILTERS, MEGACRIMPS	69.91	
							*** VENDOR 11799 TOTAL		316.30
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,487.32	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,680.02	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,850.30	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,782.98	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,676.06	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,897.82	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,769.12	
1241	VANCE BROS	VANCE BROS INC	322982	94745 AP	10/15/2021	1-137-5-00-325	10-7 ACCT 437 ROAD ASPHALT & S	11,731.50	
							*** VENDOR 1241 TOTAL		93,875.12
							TOTAL FUND 137		188,883.39
24445	JOHNSON CO	JOHNSON CO GOVERNMENT	322952	94714 AP	10/15/2021	1-138-5-00-301	NT FORM (2000) INTAKE/ASSESSME	652.09	
							TOTAL FUND 138		652.09
27570	ALL SEASON	ALL SEASONS CAR WASH	322931	94693 AP	10/15/2021	1-145-5-00-213	2011 SEPT FLEET WASH CHARGES	19.50	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	322956	94718 AP	10/15/2021	1-145-5-00-255	CO ON AGING - JANITORIAL	453.85	
56	MIRROR	THE TONGANOXIE MIRROR	322962	94724 AP	10/15/2021	1-145-5-00-209	10028613 COA PUBLICATION - PUB	88.05	
408	SIGN PRO	SIGN PROFESSIONALS OF KANSAS C	322908	94678 AP	10/13/2021	1-145-2-00-100	VINYL DECALS FOR 09-09 COA VEH	99.68	
							TOTAL FUND 145		661.08
505	JIM HAWK	HAWK EQUIPMENT COMPANY	322951	94713 AP	10/15/2021	1-153-5-00-3	10-3 #1303 2022 LOAD KING BOTT	38,936.00	
							TOTAL FUND 153		38,936.00
7158	A-1 RENTAL	A-1 RENTAL	322847	94617 AP	10/13/2021	1-160-5-00-263	10-9 MONTHLY TOILET RENTAL	100.00	
1061	B & W FIRE LLC	B & W FIRE LLC	322933	94695 AP	10/15/2021	1-160-5-00-263	090066 EXTINGUISHER ANNUAL INS	754.30	
1971	CAROLINA SOFTWARE	CAROLINA SOFTWARE	322938	94700 AP	10/15/2021	1-160-5-00-263	WASTEWORX SOFTWARE SUPPORT TO	400.00	
9271	LANSING CI	CITY OF LANSING	322901	94671 AP	10/13/2021	1-160-5-00-210	TRANSFER STATION - SEWER SERVI	41.70	
461	LEAV CO CO	LEAV CO COOP	322902	94672 AP	10/13/2021	1-160-5-00-304	LEASOL FUEL	667.49	
17209	REDDI SERV	REDDI SERVICES	322971	94734 AP	10/15/2021	1-160-5-00-263	OCTOBER SEPTIC- TRANSFER STATI	295.00	
10703	TIRE TOWN	TIRE TOWN	322979	94742 AP	10/15/2021	1-160-5-00-207	SCRAP TIRES	400.00	
2007	WIRENUTS	WIRENUTS	322984	94747 AP	10/15/2021	1-160-5-00-213	BARRIER GATE @ EXISTING SCALEH	5,100.00	
2007	WIRENUTS	WIRENUTS	322984	94747 AP	10/15/2021	1-160-5-00-213	BARRIER GATE @ EXISTING SCALEH	200.00	
2007	WIRENUTS	WIRENUTS	322984	94747 AP	10/15/2021	1-160-5-00-213	BARRIER GATE @ EXISTING SCALEH	299.00	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
2007	WIRENUTS	WIRENUTS	322984	94747 AP	10/15/2021	1-160-5-00-213	BARRIER GATE @ EXISTING SCALEH	110.00		
							*** VENDOR	2007 TOTAL		5,309.00
							TOTAL FUND 160			7,967.49
499	ELM GROVE BAPTIST	ELM GROVE BAPTIST CHURCH	322987	1595 AP	10/15/2021	1-171-5-05-301	10-2 158TH ST TEMP CONSTRUCTIO	526.91		
							TOTAL FUND 171			526.91
1737	AT&T-CAROL STREAM IL	AT&T	322849	94619 AP	10/13/2021	1-174-5-00-210	210 074 2055 055 ETHERNET UPGR	643.20		
							TOTAL FUND 174			643.20
500	JACKSON, DANIELLE	DANIELLE D JACKSON	322950	94712 AP	10/15/2021	1-189-5-00-2	10-4 235TH ST TEM EASEMENT, RE	134.30		
500	JACKSON, DANIELLE	DANIELLE D JACKSON	322950	94712 AP	10/15/2021	1-189-5-00-2	10-4 235TH ST TEM EASEMENT, RE	1,210.00		
							*** VENDOR	500 TOTAL		1,344.30
504	TILMAN, RONALD	RONALD EUGENE TILMAN JR	322978	94741 AP	10/15/2021	1-189-5-00-2	10-3 235TH ST FENCING, TEMP/PE	720.62		
504	TILMAN, RONALD	RONALD EUGENE TILMAN JR	322978	94741 AP	10/15/2021	1-189-5-00-2	10-3 235TH ST FENCING, TEMP/PE	3,500.00		
							*** VENDOR	504 TOTAL		4,220.62
							TOTAL FUND 189			5,564.92
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	322940	94702 AP	10/15/2021	1-195-5-00-290	20642-0305A864302109 GAS SVC J	.50		
11982	UNIFIED GO	UNIFIED GOVERNMENT OF WYANDOTT	322910	94680 AP	10/13/2021	1-195-5-00-208	JUVENILES HOUSED 91 DAYS SEPTE	12,150.00		
							TOTAL FUND 195			12,150.50
17551	DIGGER JIM	DIGGER JIM'S	322943	94705 AP	10/15/2021	1-212-5-00-2	SEWER DIST 2 LABOR,VAC TRUCK,J	450.00		
17551	DIGGER JIM	DIGGER JIM'S	322943	94705 AP	10/15/2021	1-212-5-00-2	SEWER DIST 2 LABOR,VAC TRUCK,J	400.00		
17551	DIGGER JIM	DIGGER JIM'S	322943	94705 AP	10/15/2021	1-212-5-00-2	SEWER DIST 2 LABOR,VAC TRUCK,J	200.00		
							*** VENDOR	17551 TOTAL		1,050.00
							TOTAL FUND 212			1,050.00
17551	DIGGER JIM	DIGGER JIM'S	322943	94705 AP	10/15/2021	1-218-5-00-2	SEWER DIST 5 VAC TRUCK,JETTER,	575.00		
							TOTAL FUND 218			575.00
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	322946	94708 AP	10/15/2021	1-220-5-02-400	10-5 BR SH-30 CONST INSPECTION	39,696.18		
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	322946	94708 AP	10/15/2021	1-220-5-03-400	10-3 BR. SH-22 CONS INSP	61,327.28		
119	FINNEY & TURNIPSEED	FINNEY & TURNIPSEED TRANSPORTA	322946	94708 AP	10/15/2021	1-220-5-03-400	10-4 BR. SH-22 ENGINEERING - F	2,000.00		
							*** VENDOR	119 TOTAL		103,023.46
							TOTAL FUND 220			103,023.46
							TOTAL ALL CHECKS			514,425.91

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	66,778.98
108	COUNTY HEALTH	242.00
115	EQUIPMENT RESERVE	7,446.82
126	COMM CORR ADULT	127.50
133	ROAD & BRIDGE	79,169.07
136	COMM CORR JUVENILE	27.50
137	LOCAL SERVICE ROAD & BRIDGE	188,883.39
138	JUV INTAKE & ASSESSMENT	652.09
145	COUNCIL ON AGING	661.08
153	PUBLIC WORKS,EQUIP.RESERVE FUND	38,936.00
160	SOLID WASTE MANAGEMENT	7,967.49
171	S TAX CAP RD PROJ: 2015 SERIES	526.91
174	911	643.20
189	TONGANOXIE TWP TRAFFIC IMPACT	5,564.92
195	JUVENILE DETENTION	12,150.50
212	SEWER DISTRICT 2: TIMBERLAKES	1,050.00
218	SEWER DIST #5	575.00
220	CAP IMPR: RD & BRIDGE	103,023.46
	TOTAL ALL FUNDS	514,425.91

Consent Agenda 10-20-21
Checks dated 10-9 through 10-15

Leavenworth County Request for Board Action

Date: 10/20/21

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: _____

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve awarding bid for the 1st floor Cushing Remodel Council on Aging area to Sands construction.

Recommendation: Approve

Analysis: After working through the bid tabulation and looking over the schedules presented by the companies bidding the selection committee agreed to recommend local low bidder Sands Construction. Contract drafted by ACI Boland and will be present for chairman signature.

Alternatives: Table, Deny, Approve

Budgetary Impact:

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

Total Amount Requested:

Additional Attachments: Bid Tabulation



COUNTY OF LEAVENWORTH
 Cushing 1st floor remodel
 BID TABULATION - FINAL

Item Description	Unit	Quantity	ACI Boland Estimate		Sands Construction Leavenworth County		Excel Constructors, INC. Overland Park, KS		Loyd Builders, Inc. Ottawa, KS		StructSure Projects Kansas City Mo		ICON Structures, INC. Manhattan, KS		Paric Corporation Kansas City, MO		Universal Construction Kansas City, KS		B.A. Green Construction Lawrence , KS		KBS Constructors Olathe, KS		Bruner Contracting Smithville, MO		BKM Construction Leavenworth, KS		Avg. Unit Price	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
Cushing remodel as defined in scope	LS	1	\$280,000.00	\$2,800,000.00	\$2,749,000.00	\$2,749,000.00	\$2,809,000.00	\$2,809,000.00	\$2,970,000.00	\$2,970,000.00	\$2,995,772.00	\$2,995,772.00	\$3,000,000.00	\$3,000,000.00	\$3,004,726.00	\$3,004,726.00	\$3,105,000.00	\$3,105,000.00	\$3,124,000.00	\$3,124,000.00	\$3,183,827.00	\$3,183,827.00	\$3,302,000.00	\$3,302,000.00	\$4,098,536.00	\$4,098,536.00	\$3,095,155.08	
			0% Contingency																									
			TOTAL	\$2,800,000.00	\$2,800,000.00	\$2,749,000.00	\$2,749,000.00	\$2,809,000.00	\$2,809,000.00	\$2,970,000.00	\$2,970,000.00	\$2,995,772.00	\$2,995,772.00	\$3,000,000.00	\$3,000,000.00	\$3,004,726.00	\$3,004,726.00	\$3,105,000.00	\$3,105,000.00	\$3,124,000.00	\$3,124,000.00	\$3,183,827.00	\$3,183,827.00	\$3,302,000.00	\$3,302,000.00	\$4,098,536.00	\$4,098,536.00	\$3,095,155.08
			Leavenworth County Contractor (local preference, percentage difference from lowest bid)					2.18%			8.04%			8.98%		9.13%			9.30%		12.95%		13.64%		15.82%		20.12%	49.09%



October 7, 2021

Mr. Steve Sands
Sands Construction
1284 Eisenhower Road
Leavenworth, KS 66048

**RE: Council on Aging (Cushing Building Renovation – First Floor)
711 Marshall Street
Leavenworth, KS 66048
ACI Boland Architects Proposal No. 3-21113.00**

Dear Steve:

The County of Leavenworth at their Board Meeting on October 6, 2021 has accepted your bid for the above referenced project submitted by you on September 24, 2021, at the Bid Opening.

*Your Contract shall be in the amount of **\$2,749,000.00**.*

We request that you begin immediately with the procurement of three (3) copies each of the required bonds and insurance. These documents are to be ***dated October 6, 2021***, which is the Contract date. Certificate of insurance, as required by General Conditions, shall **list additional insured** as follows: *County of Leavenworth as Owner and ACI/Boland as Architect.*

We have attached the Form of Agreement for your use in securing the above referenced bonds and insurance. You will have ten (10) days to obtain the bonds and insurance. A written Notice to Proceed will be issued as soon as all the documents have been received and the AIA A101 Form of Agreement contract has been signed by the Contractor and Owner.

Should you need additional information, please do not hesitate to call.

Sincerely,

ACI Boland Architects

A handwritten signature in black ink, appearing to read 'Thomas Goedeke', written in a cursive style.

Thomas Goedeke
Project Manager

P. 314.991.9993
E. tgoedeke@aciboland.com

PART 6 - BID SUBMISSION

6.01 PREPARATION OF BID PROPOSALS FOR SUBMISSION

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed. Refer to the "Bid Proposal Form" for the bid submission procedures and requirements.

6.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of the Owner, be declared unacceptable.
- C. Failure to provide a security deposit (if applicable), performance bonds, or insurance requirements may, at the discretion of the Owner, be waived.

PART 7 - BID ENCLOSURES AND REQUIREMENTS

7.01 BID SECURITY DEPOSIT

- A. Each bid shall be accompanied by either a certified cashier's check or a Bid Bond, in the amount of a sum no less than 5 percent of the Bid Amount.
- B. Endorse the Bid Bond or certified check in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the Successful Bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. The Successful Bidder shall provide a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contracted price for all Work. Bonds shall be issued by a surety licensed to do business in Kansas and approved by the Owner.
- B. Include the cost of performance assurance bonds in the Base Bid .

7.03 INSURANCE REQUIREMENTS

- A. The Contractor shall be required to obtain, purchase and maintain, at the Contractor's sole expense, the following insurance coverages, from insurance companies authorized to conduct business in the State of Kansas, during the life of the Project, including any periods of time necessary to correct defective or nonconforming work:
- B. The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth against all hazards or risks of loss as hereinafter specified. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.
 1. "Owners and Contractors" General Liability - \$1,000,000.00 Combined; Single Limit (CSL)
 2. "Workers Compensation" - Each Accident \$500,000; Disease Policy Limit \$500,000; Disease – Each Employee \$500,000
 3. "Comprehensive Automobile" - \$1,000,000.00 Combined Single Limit (CSL) – to cover Liability of all owned, non-owned, and hired vehicles, including the loading & unloading.
 4. "Comprehensive General Liability" - \$1,000,000.00 Combined Single Limit (CSL) – this Liability covers only the contractor, not the same policy as #1.
 5. "Performance Bond": 100 percent of the contract, intact throughout the life of the contract.
 6. "Materials and Labor": 100 percent of the contract, intact throughout the life of the life of contract.

Cushing Building Renovation - 1st Floor Council on Aging Leavenworth, Kansas		Project No. 3-21113
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- C. The Owner and Architect, and the Architect's Consultants, shall be named as an additional insured on all such policies of insurance for claims caused in whole or in part by the Contractor's negligent acts or omissions. The Contractor's insurance shall include broad form blanket contractual liability insurance and completed operations insurance. The contractor shall furnish certificates of insurance to the Owner evidencing such coverage. The Contractor also agrees that it will deliver or cause to have delivered to the Owner, before the commencement of the Work, certificates of insurance evidencing the appropriate insurance coverages containing a provision that at least thirty (30) days prior written notice to be given to the Owner by the insurance company before cancellation or alteration in the event of cancellation, reduction in coverage, or non-renewal of insurance.
- D. The Contractor shall purchase and maintain, during the life of this contract, "Builder's "All Risk" Insurance with Fire, Theft, Extended Coverage, Vandalism, and Malicious Mischief protection with a per-occurrence deductible of \$50,000.00. Such insurance shall be written in the names of the Owner, the Architect, and his Consultants, and the Contractors and Sub-Contractors as their interest may appear. Such insurance shall be to the full insurable value of the total construction covered under the general, mechanical, and electrical contracts, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement basis without optional deductibles. Including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, protective fences, temporary structures, miscellaneous materials, and supplies incidental to the work, the cost of which is included in the cost of the work. Such insurance policy or policies shall not cover any tolls owned by mechanics, any tolls, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any structure erected for housing the workmen. The insurance company or companies shall have no right to subrogation against the Owner, the Contractors, and Sub-Contractors, or other parties employed on the premises, for any work of any nature whatsoever. The Contractors should separately furnish and maintain insurance covering loss or damage from all insurable causes to any tolls owned by the mechanics and tolls, machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, sub-contractors, material men, or their employees.

7.04 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Sole Proprietorship: Signature of the sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

PART 8 - OFFER ACCEPTANCE / REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

8.02 ACCEPTANCE AND REJECTION OF PROPOSALS

- A. The Owner reserves the right to reject any or all bids and to waive any informality or technicality in bidding. Also, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder failed to furnish any required bid security (if applicable) or to submit the data required by the Bidding Documents, or the Bid is in any way incomplete or irregular.
- B. As a condition precedent to contract award, the Bidder's prior experience, financial status, and the Bidder's proposed sub-contractors will be carefully considered. If awarded, the

Cushing Building Renovation - 1st Floor Council on Aging Leavenworth, Kansas		Project No. 3-21113
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contract will be awarded to the best responsible Bidder complying with the conditions of the Bidding Documents and submitting the lowest acceptable Bid and accepted Alternates, provided the Bid is reasonable and it is in the best interest of the Owner to accept same.

- C. The Owner reserves the right to accept or reject any or all offers.
- D. After acceptance by the Owner, the Architect will issue a written letter of Contract Award to the Successful Bidder.

PART 9 - OTHER REQUIREMENTS

9.01 SALES TAX <ADDM-2>

- A. This project is tax-exempt. Contractors shall NOT include any Kansas Sales or Use Tax in their Bid Proposals.
 - 1. The Owner will provide the Contractor with a copy of their Kansas Department of Revenue Project Exemption Certificate (PEC), which exempts the materials, supplies, equipment rental, and labor services from Kansas Sales or Use Tax.
 - 2. A copy of the Kansas Tax Exempt Letter will also be issued to the Contractor.
- B. When the project is complete, contractor(s) must furnish the Project Completion Certification to the petitioner with a copy to the Kansas Department of Revenue.
- C. Contractor(s) keep all project invoices for five years.

9.02 BUILDING CODES AND PERMITS

- A. All work shall be completed following all applicable Building Codes and Ordinances of the City of Leavenworth, Kansas, and all other authorities having jurisdiction over the Project.
- B. Before receiving bids, the Architect will endeavor to submit Contract Documents to the City and all other authorities having jurisdiction, to expedite the Building Permit process.
 - 1. The Contractor shall allow for fifteen (15) working days in their construction schedule for issuance of the building permit.
- C. The Owner will pay directly for the General Building Permit.
- D. The Contractor is responsible for procuring and paying for occupational licenses, fees, and similar items required by the City and all other authorities having jurisdiction.

9.03 PROJECT SIGNIFICANCE AND IMPORTANCE

- A. Contractors submitting a bid on this project shall recognize the importance of completing this project within the indicated time frame. Each Contractor who submits a bid shall be prepared to start immediately upon approval by the Owner and issuance of the Notice to Proceed.
- B. The Contractor shall approach this project with a professional approach and shall plan, schedule, and execute the project to permit project completion as specified, which shall be the date of Substantial Completion.

END OF SECTION

 **AIA**® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 6th day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Leavenworth
300 Walnut, Suite 225
Leavenworth, KS 66048

and the Contractor:
(Name, legal status, address and other information)

Sands Construction Company
1284 Eisenhower Road
Leavenworth, KS 66048

for the following Project:
(Name, location and detailed description)

Cushing Building Renovation - 1st Floor
Council on Aging
711 Marshall Street
Leavenworth, KS 66048

The Architect:
(Name, legal status, address and other information)

ACI/Boland, Inc.
1710 Wyandotte St.
Kansas City, MO 64108

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

(Paragraph Deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

init.

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: June 27, 2022

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Seven Hundred Forty-Nine Thousand and zero Cents (\$ 2,749,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
No Alternates	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
No Unit Prices		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
 None

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

The Contractor understands that this Contract shall be subject to annual appropriations of funds by the Owner in accordance with its normal funding practices. In the event that funds are not available in full or in part for the payments hereunder, this Contract will be subject to modification or termination, depending upon the extent of available funds. The Owner may terminate the Agreement in its entirety without penalty, if funding is not available.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Ending on 25th day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 21st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the final calendar day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less all retainage amounts need to be Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2017.

Init.

- § 5.1.6.2** The amount of each progress payment shall then be reduced by:
- .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

(Insert any other conditions for release of retainage upon Substantial Completion.)

Less such amounts as the Architect shall determine for incomplete work, unsettled claims and consent of surety.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract including "punch list" items, including the Contractor's responsibility to correct defective or non-conforming Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, except for such requirements which necessarily survive final payment including warranties; and
- .2 a final Certificate for Payment has been issued by the Architect. Final payment shall be made by the Owner not more than sixty (60) days after the issuance of the Architect's Final Certificate for Payment provided that the other conditions set forth in this paragraph have been satisfied.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the Architect's final Certificate for Payment, or as follows:

(Paragraphs Deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

(Paragraph Deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs Deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Init.

Mark Laughry
Leavenworth County Administrator
300 Walnut, Suite 225
Leavenworth, KS 66048
mloughry@leavenworthcounty.gov
913-684-0417

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Steve Sands
Sands Construction Company
1284 Eisenhower Road
Leavenworth, KS 66048
913-306-4015

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.6.1 Contractor agrees that in the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute (collectively "Labor Dispute") in connection with the work of the other contractors, subcontractors, Owner or any party other than Contractor, the Contractor will continue to perform the Work without interruption or delay, contingent upon Owner providing a picket free entrance. In the case of a Labor Dispute directed at Contractor, Contractor shall determine its own course of action to ensure continued performance of the Work. In the event Contractor delays or interrupts performance of the Work because of a Labor Dispute, Owner may terminate this Contract after giving forty-eight (48) hours written notice of an intent to do so, or Owner may invoke any of the rights set forth elsewhere in the Contract Documents.

§ 8.6.3 Contractor agrees to abide by all applicable government requirements, including Equal Employment Opportunity, the Clean Air Act, the Federal Water Pollution Control Act, and such other federal, state, or local laws applicable to this Project and to furnish any certification required by any federal, state or local governmental agency.

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.5 Drawings

Number	Title	Date
Exhibit 'C'		

.6 Specifications

Section	Title	Date	Pages
Exhibit 'B'			

.7 Addenda, if any:

Number	Date	Pages
1	8/23/2021	
2	8/25/2021	
3	8/31/2021	
4	9/8/2021	
5	9/14/2021	
6	9/17/2021	
7	9/21/2021	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[

(Paragraphs Deleted)

(Table Deleted)

[]

(Table Deleted)

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 6th day of October in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Cushing Building Renovation - 1st Floor
Council on Aging
711 Marshall Street
Leavenworth, KS 66048

THE OWNER:
(Name, legal status and address)

County of Leavenworth
300 Walnut, Ste 225
Leavenworth, KS 66048

THE CONTRACTOR:
(Name, legal status and address)

Sands Construction Company
1284 Eisenhower Road
Leavenworth, KS 66048

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
N/A	N/A

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	N/A

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits required by State Law, Employer's Liability Insurance covering liability under the common law for injuries or death to any such employee or employees that, for whatsoever reasons, are not less than \$500,000.00 for all damages arising out of bodily injury to or the death of employees in any one accident, and Disease Liability Insurance covering liability under the common law for disease to any such employee or employees that, for whatsoever reasons, are not less than \$500,000.00 aggregate.

(Paragraphs Deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

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§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	\$2,749,000.00
Performance Bond	\$2,749,000.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

Init.

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Cushing Building Renovation - 1st Floor Council on Aging Leavenworth, Kansas		Project No. 3-21113
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- 26 28 16.13 - Enclosed Circuit Breakers
- 26 28 16.16 - Enclosed Switches
- 26 29 13 - Enclosed Controllers
- 26 43 00 - Surge Protective Devices
- 26 51 00 - Interior Lighting

DIVISION 27 -- COMMUNICATIONS

- 27 05 00 - Common Work Results for Communications
- 27 05 26 - Grounding and Bonding for Communications Systems
- 27 05 28 - Pathways for Communications Systems
- 27 05 53 - Identification for Communications Systems
- 27 10 00 - Structured Cabling
- 27 11 00 - Communications Spaces

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- 28 05 00 - Electronic Security General Requirements
- 28 10 00 - Access Control
- 28 20 00 - Video Surveillance
- 28 46 21.11 - Digital Addressable Fire System

END OF SECTION

Cushing Building Renovation - First Floor
 711 Marshall Street
 Leavenworth, KS 66048

SHEET INDEX

SHEET NUMBER	SHEET NAME
GENERAL	
A0.1	COVER SHEET
ARCHITECTURE - GENERAL	
A0.2	CODE FOOTPRINT PLAN
A0.3	PARTITION TYPES, GENERAL NOTES, LEGENDS & SYMBOLS, DETAILS
ARCHITECTURE	
AD2.1	PARTIAL FIRST FLOOR DEMOLITION PLAN - AREA B
AD-3.1B	PARTIAL FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN - AREA B
A2.1B	PARTIAL FIRST FLOOR PLAN - AREA B
A2.2	ENLARGED FLOOR PLANS, VESTIBULE ROOF PLAN, AND DETAILS
A3.1B	PARTIAL REFLECTED CEILING PLAN - AREA B
A3.2	REFLECTED CEILING DETAILS
A4.1	DOOR AND FRAME SCHEDULE AND DETAILS
A4.2	ROOM FINISH SCHEDULE & FINISH LEGEND, DETAILS
A5.1	EXTERIOR ELEVATIONS AND BUILDING SECTIONS
A5.2	WALL SECTIONS AND DETAILS
A7.1B	PARTIAL FIRST FLOOR FINISH PLAN - AREA B
A7.2	INTERIOR ELEVATIONS
A7.3	INTERIOR DETAILS
A7.5B	OVERALL FURNITURE FLOOR PLAN - AREA B
STRUCTURAL	
S1.0	PLANS AND SECTIONS
S2.0	GENERAL NOTES AND TYPICAL DETAILS
MECHANICAL	
M0.1	MECHANICAL LEGEND AND GENERAL NOTES
MD1.1	FIRST FLOOR MECHANICAL DEMOLITION PLAN
M1.1	FIRST FLOOR HVAC PLAN
M1.2	FIRST FLOOR HYDRONIC PLAN AREA B
M4.1	MECHANICAL DETAILS
M5.1	MECHANICAL SCHEDULES
PLUMBING	
P0.1	PLUMBING LEGEND AND GENERAL NOTES
PD1.1	FIRST FLOOR PLUMBING DEMOLITION PLAN
P1.1	FIRST FLOOR CW/HW PLAN
P2.1	FIRST FLOOR SAN & VENT PLAN
P3.1	PLUMBING DETAILS & SCHEDULES
ELECTRICAL	
E0.1	ELECTRICAL SYMBOL LEGEND AND NOTES
ED1.1a	FIRST FLOOR ELECTRICAL DEMOLITION PLAN - AREA A
ED1.1b	FIRST FLOOR ELECTRICAL DEMOLITION PLAN - AREA B
E1.1a	FIRST FLOOR POWER PLAN AREA A
E1.1b	FIRST FLOOR POWER PLAN AREA B
E2.1a	FIRST FLOOR LIGHTING PLAN AREA A
E2.1b	FIRST FLOOR LIGHTING PLAN AREA B
E3.1a	FIRST FLOOR FIRE ALARM PLAN AREA A
E3.1b	FIRST FLOOR FIRE ALARM PLAN AREA B
E4.1	ELECTRICAL DETAILS AND ONE LINES
E5.1	ELECTRICAL SCHEDULES
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES
TECHNOLOGY	
T0.1	TECHNOLOGY LEGEND
T0.2	TECHNOLOGY RISERS
TD1.1a	TECHNOLOGY DEMO PLAN AREA A
TD1.1b	TECHNOLOGY DEMO PLAN AREA B
TD2.1	TECHNOLOGY DEMO ENLARGED PLANS
T1.1	FIRST FLOOR OVERALL TECHNOLOGY PLAN
T1.1a	FIRST FLOOR TECHNOLOGY PLAN A
T1.1b	FIRST FLOOR TECHNOLOGY PLAN B
T2.1	TECHNOLOGY ENLARGED PLANS
T3.1	TECHNOLOGY DETAILS
T3.2	TECHNOLOGY DETAILS

Leavenworth County Request for Board Action

Date: October 14, 2021

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

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

Action Requested: Approval of Resolution 2021-47, Gravel Road Dust Control Policy, and the 2022 Dust Control Request Form.

Recommendation: Approve

Analysis:

Public Works has proposed revisions to Resolution 2020-45, the current Gravel Road Dust Control Policy that provides available dust control opportunities to county residents.

The proposed resolution increases the maximum requested Hard-Pave Dust Control Installation length from 1700LF to 2640LF (1/2 mile). No other adjustments were made to the current policy.

The following general guidelines of the Dust Control Policy remain:

- Request must be at least 300 LF
- Requests connecting into existing hard paved maintenance networks will receive county provided maintenance in the future, non-connected roadway segments will be maintained at the expense of the resident and is recommended every 3-5 years
- Connected roadway segments may be eligible for annual financed invoicing through the County Clerk, all other requests must be paid at the time of application
- Program is available on a first come, first serve basis and applications will be closed once program reaches capacity
- Program will be limited to no more than six (6) installation locations.

The cost for installation and maintenance for the 2022 Hard Surface Dust Control program will increase approximately 10% from the 2021 program to account for an increase in costs of labor and materials. Analysis of the completed 2021 program indicates that this proposed increase would cover only the minimum cost to provide a hard-pave surface on any gravel roadway. Any additional costs, such as a need for increased roadway preparations, will be subsidized by the Department of Public Works from the Dust Control line-item in the Road and Bridge Fund.

Cost for installation: \$21.45/LF

Cost for maintenance: \$4.10/LF

Applications will no longer be accepted past March 31, 2022, if the program has not already reached capacity at that time.

Alternatives: Table, deny

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: Majority Resident Funded, Subsidized Amount Unknown

Additional Attachments:

Resolution 2021-47 Gravel Road Dust Control Policy
Request for Hard Surface Dust Control 2022 Form

REQUEST FOR HARD SURFACE DUST CONTROL 2022

Dust Control requests must be a minimum of 300 consecutive feet and a maximum of 2,640 consecutive feet. A group of neighbors may split the cost if desired, and are encouraged to submit their application as a group, if payment is presented in full. 5-Year County Financing may be available through the County Clerk for connected Hard Surface Dust Control installations, as defined within the current Gravel Road Dust Abatement policy. For all applications requesting financing, individual property owner must apply separately.

Any non-connected Hard Surface Dust Control will **not** receive future maintenance provided by the County and will require future maintenance to be paid for by the property owner. If roadways are not maintained, the roadway will be returned to gravel upon disrepair.

Dust Control is available on a first come, first serve basis. The 2022 program will be closed to requests after March 31, 2022 or after receiving registration of 6 total projects, whichever occurs first.

1 - INSTALLATION OF CHIP & SEAL \$21.45 PER FOOT:

- Year one - Compacted AB-3 base as needed, two (2) applications of road oil and two (2) of chip rocks
- Year two - One (1) application of road oil and one (1) of chip rocks

2 – MAINTENANCE \$4.10 PER FOOT: Applies to existing chip & seal dust control sections that are ineligible for County funded maintenance (non-connected Hard Surface Dust Control locations)

- One (1) application of road oil and one (1) application of Cover Material.

Please complete the bottom portion of this form and return it with your verification of financing, check or money order payable to Leavenworth County, 300 Walnut St., Leavenworth, KS 66048. Should you have any questions, please contact Public Works (913) 684-0470 or the County Shop at (913) 727-1800 between the hours of 8 a.m. and 4:00 p.m. You can obtain the form by coming to the Department of Public Works or the County Shop, calling an email request, emailing a request to publicworks@leavenworthcounty.gov or visiting www.leavenworthcounty.gov

DUST CONTROL PROGRAM REGISTRATION FORM

Please check one: Installation \$21.45 per foot Maintenance \$4.10 per foot

Applicant is Requesting Financing*

I UNDERSTAND THE WORK IS TEMPORARY IN NATURE AND THE EFFECTIVENESS OF THE DUST CONTROL METHOD IS NOT WARRANTED OR GURANTEED.

Name _____ Daytime Phone _____

Address _____ City _____ Zip _____

PID _____ Requested Road: _____

Lineal feet requested _____ (300 foot minimum) X \$ _____ (price per foot) = \$ _____ (Total Due)

PAYMENT IN FULL OR FINANCING REQUEST* MUST BE SUBMITTED WITH THIS REGISTRATION FORM

*Resident will be notified of approval by phone. If financing is denied, payment must be received in full within 14 days of notification or application will be removed from the program and reapplication will be required.

CHEMICAL APPLICATION IS AVAILABLE FOR PURCHASE EACH YEAR

Chemical application is provided by a third party vendor. Please contact Scotwood Industries February 1 to schedule and pay for your chemical application at 1-800-844-2022 or email at bross@scotwoodindustries.com. The purchase of chemical application does not prohibit Leavenworth County from performing maintenance on county roadways as needed. Regular gravel road maintenance will resume in October if required.

REQUEST FOR HARD SURFACE DUST CONTROL 2022

<p>DATE RECEIVED STAMP</p>	<p align="center">PUBLIC WORKS OFFICE USE ONLY</p> <p>Check#: _____ or Financed _____</p> <p>PW Signature: _____</p> <p>PW Printed Name: _____</p>
<p align="center">CLERK'S OFFICE USE ONLY (IF FINANCED)</p> <p>I VERIFY THAT THERE ARE NO UNPAID/OUTSTANDING TAXES ASSOCIATED WITH THE REQUESTING PROPERTY:</p> <p>PID _____</p> <p>Clerk's Office Signature: _____</p> <p>Clerk's Office Printed Name: _____</p>	

RESOLUTION NO. 2021- 47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, AMENDING THE GRAVEL ROAD DUST CONTROL PROGRAM TO GOVERN ALL ROADWAYS UNDER JURISDICTION OF THE BOARD OF COUNTY COMMISSIONERS, LEAVENWORTH COUNTY, KANSAS.

WHEREAS it has been determined by the Board of County Commissioners of Leavenworth County, Kansas, that a program should be available to residents with the repeal of the Resolution 2018-11 for dust abatement on gravel roads;

WHEREAS the Board has determined that residents should have access to a program that provides a fair and equitable cost share between public and private interests;

WHEREAS the Board has determined that resident participation shall be voluntary and this program is not intended to mandate dust control participation by neighbors;

WHEREAS the County Engineer concurs with the Board of County Commissioners that access to proper dust control options shall have established conditions and process to be followed for residents desiring to participate in the Dust Program.

NOW BE IT THEREFORE, RESOLVED:

1. All properties in Leavenworth County are eligible for chemical and hard pave (Hard Surface Dust Control or Dust Abatement) dust control methods.

CHEMICAL DUST CONTROL

2. Chemical dust control is to be purchased directly from an approved third party vendor by the resident requesting chemical application. Costs for chemical dust control are developed by the vendor.

HARD SURFACE DUST CONTROL

3. Hard Surface Dust Control method shall be a section of existing public gravel roadway not less than 300 feet in length and no more than 2,640 feet in length, on which chip & seal hard pave is applied by Leavenworth County Road & Bridge crews.
4. Hard Surface Dust Control will be considered “connected” if the roadway ties in, on either end, to an existing hard-paved roadway maintained by a city, county or state. The roadway will be considered “non-connected” if it connects only to existing gravel roadways.
5. Hard surface dust controls requests are to be billed per the annual cost schedule to the resident requesting dust control. Residents requesting connected Hard Pave Dust Control may be eligible for a financing program through the County Clerk.
6. Hard surface dust control is available on a first come, first serve basis and will be limited to no more than six (6) installation locations. The distinction between installation locations are to be determined by the Department of Public Works and is made for the purpose of reducing the mobilization/demobilization and time required by County staff.
7. Maintenance is anticipated approximately every three years to re-seal the chip-and-seal Hard Surface Dust Control depending upon the durability of the material due to weather, traffic counts, and vehicle types utilizing the gravel road.

- a. Connected Hard Surface Dust Control will be accepted into perpetual maintenance at the expense of the County.
 - b. Maintenance for non-connected Hard Surface Dust Control will be the adjacent property owner's responsibility. If the non-connected Hard Surface Dust Control falls into disrepair, the County will return the previously chip-and-sealed section back to gravel.
8. Snow removal service provided by the County on Hard Surface Dust Controls depends upon the roadway connectivity.
 - a. Connected Hard Surface Dust Control will receive full snow removal services (ie. Salt, sand and blade) according to the current snow removal policy.
 - b. Snow removal services for non-connected Hard Surface Dust Control will receive grader blading only.
9. Hard Surface Dust Control costs are based upon material, labor and equipment for county staff to install. The Hard Surface Dust Control notification with annual cost schedule is released during the first quarter of each year and prominently placed into a publicly released form known as the Request for Hard Surface Dust Control notification.
10. Hard Surface Dust Control is not available as a hard-pave solution for Temporary Special Use Permits (TSUPs) or Special Use Permits (SUPs).

DUST ABATEMENT

11. Dust Abatement shall be a section of existing public gravel roadway not less than 1000 feet in length, on which an asphalt application of bituminous material over rock base course is applied by a County approved, on-call contractor. All Dust abatements must be connected to the existing hard pave network.
12. After Dust Abatement installation, County will accept the asphalt roadway into their existing hard pave maintenance program.
13. Dust Abatement roadways are selected either by the Department of Public Works or by request of the public or property owner through the Request for Dust Abatement process, to be approved by the Department of Public Works.
14. Installation of Dust Abatement is based upon the available road right-of-way and existing roadway width. Typical sections, roadway striping, and signage are per the Department of Public Works Dust Abatement Installation Guidelines. Hard pave widths are determined by the Department of Public Works and the deficiency review, with consideration to available right-of-way, drainage conditions, utility locations, field conditions, and other engineering variables.
15. Dust Abatement installation will be performed on a yearly basis. All requests will be logged for each calendar year and put out to bid for deficiency review and construction as a single county project, in January of the following year. The installation process is expected to require a minimum timeline of 15 months that is not to begin prior to January of the following year. (e.g. if a Dust Abatement is requested in February of 2020, the project will be added to the county list and deficiency review will begin on January 1, 2021 with installation anticipated in Summer of 2022.)

16. Dust Abatement are to be invoiced in two phases. Cost of construction expense may eligible for a county financing program through the County Clerk.
 - a. Deficiency Review
 - i. Deficiency reviews will be conducted by a licensed engineer from the list of County selected, on-call engineering firms
 - ii. Reviews will report insufficiently sized culverts, signage requirements, conduct utility coordination for needed relocation and produce surfacing plans for the Dust Abatement roadway.
 - iii. Cost of design will be entirely upon the requesting resident.
 - b. Construction Invoice
 - i. Leavenworth County will utilize an on-call contracting company for all Dust Abatement installations activities.
 - ii. Construction cost will include:
 1. The cleaning or shaping of ditches, preliminary shaping of roadway and culvert replacement for any culverts in disrepair or insufficiently sized per deficiency review
 2. Installation of asphalt surface per paving plans
 3. Installation of signage and striping per paving plans
 - iii. Upon receipt of invoice, requesting residents will have 90 days to pay in full or to pay for a minimum of 20% and coordinate financing for the remaining total for the Dust Abatement installation costs. Once committed, if the Dust Abatement request is cancelled by the resident, 20% of the project cost is non-refundable and will be applied to the remaining annual Dust Abatement projects.
17. Resident requested Dust Abatement costs are based upon third party pricing for deficiency review, construction costs to include material bids, mobilization, installation and third party pricing for construction inspection.
 - a. Deficiency Review annual cost schedule will be released during the last quarter of each year. Release of deficiency review will also include a basic cost estimate of construction, based upon the previous Dust Abatement installations. This number is to be used only as an approximation of the future construction costs and is not a guarantee for the construction invoice.
 - b. Upon completion of deficiency review, the yearly Dust Abatement roadways will be let for bid. Construction invoice will reflect actual bid costs provided by contractor.
18. Dust Abatement may be available as a hard-pave solution for TSUPs or SUPs as determined by County Staff as a special Condition for recommendation of approval.

GENERAL INFORMATION

- 19. New roads are not eligible for Hard Surface Dust Control or Dust Abatement installation. New public roadways must be constructed in accordance with the Road Construction and Storm Water Drainage Standards for Leavenworth County.
- 20. All forms of dust control accepted into county maintenance, will be maintained as needed as determined by the Department of Public Works.
- 21. Request for Hard Surface Dust Control and Dust Abatement notification will be provided by the Public Works Department in the Official County Newspaper and on the Leavenworth County Website at a minimum.
- 22. Payments are to be calculated per the cost schedule or third party quote. Payment and/or notification provided by the Clerk of financing must be received prior to the sign-up deadlines or scheduling the installation of dust controls. In the event that a resident is not eligible for the Dust Control Program, they will be notified and refunded payment.
- 23. Warranty is not provided on Chemical Dust Control or unmaintained Hard Surface Dust Control materials, installation, or durability of the dust control methods. The lifespan on dust controls are a function of weather, traffic count, vehicle types, road base, and other unknowns that are outside of the control of the County.
- 24. This resolution shall take effect immediately upon acceptance by the Board of County Commissioners.
- 25. Any prior resolution, in conflict with topics addressed here, is hereby repealed as it pertains to the Leavenworth County Gravel Dust Control Program.

Adopted this ____ day of _____, 202__

**Board of County Commissioners
Leavenworth County, Kansas**

MIKE SMITH, CHAIRMAN, 4TH DISTR.

DOUG SMITH, 3RD DISTRICT

JEFF CULBERTSON, 1ST DISTRICT

MIKE STIEBEN, 5TH DISTRICT

VICKY KAAZ, 2ND DISTRICT

ATTEST: JANET KLASINSKI
COUNTY CLERK