

We encourage everyone to view the meeting live via YouTube.

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

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the meeting of January 10, 2023
 - b) Approval of the schedule for the week January 22, 2024
 - c) Approval of the check register
 - d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve a water line relocation agreement with Rural Water District #9 regarding the Tonganoxie Road improvement project.
- b) Consider a motion to approve an agreement for KDOT High Risk Rural Roads Grant for the project awarded north of Stranger Creek on Tonganoxie Road.
- c) Consider a motion to approve a contract with Finney and Turnipseed for preliminary engineering design for the replacement of bridges SH-54 and SH-61 on Golden Road as part of the Kansas Local Bridge Improvement Program Grant in the amount of \$142,870.00.

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

- a) Executive session to discuss attorney/client privileges
- b) Quarterly reports
 - Human Resources
 - Council on Aging
 - Buildings and Grounds

IX. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 15, 2024 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF MARTIN LUTHER KING JR. DAY

Tuesday, January 16, 2024

1:00 p.m. Kansas City Area Transit Authority Finance meeting
• 1200 E. 18th St., Kansas City, MO

Wednesday, January 17, 2024

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

Thursday, January 18, 2024

4:00 p.m. Kansas City Area Transit Authority Funding meeting
• Unified Government of Wyandotte County, 701 N. 7th, KC, KS

Friday, January 19, 2024

11:30 a.m. LCDC Annual Meeting
• Riverfront Community Center, 123 S. Esplanade St., Leavenworth KS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****January 10, 2024 *****

The Board of County Commissioners met in a regular session on Wednesday, January 10, 2024. Commissioner Kaaz, Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Stieben and Commissioner Culbertson are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Edd Hingula, Leavenworth City Commissioner; Janet Klasinski, County Clerk; John Jacobson, Planning and Zoning Director; Tammy Saldivar, Solid Waste Director; Connie Harmon, Council on Aging Director; John Richmeier, Leavenworth Times

Residents: James Petrick, Louis Klemp, John Matthews

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Kaaz announced there will be a meeting in Topeka regarding the LAVTR.

Commissioner Kaaz requested to move items F and G into the formal board action of the agenda.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to move D,F and G into the formal board action.

Motion passed, 5-0.

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

Motion passed, 5-0

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn to sine die.

Motion passed, 5-0.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to appoint Jeff Culbertson as temporary chairperson.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to convene as the regular Board of County Commissioners.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to appoint Commissioner Culbertson as the new chairperson.

Motion passed, 5-0

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to leave the regular meeting days as Wednesdays.

Motion passed, 5-0.

A motion was made by Commissioner Stieben and seconded by Commissioner Kaaz to appoint The Leavenworth Times as the official newspaper.

Motion passed, 5-0.

A motion was made by Commissioner Kaaz and seconded by Commissioner Doug Smith to approve Resolution 2024-5, designating the bank depository for Leavenworth County as Commerce Bank.

Motion passed, 5-0.

A resolution establishing the Municipal Investment Pool was presented.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve Resolution 2024-6, establishing the Municipal Investment Pool and authorizing the individuals listed to take all other actions deemed necessary or appropriate for the investment of funds.

Motion passed, 5-0.

The Board discussed mileage reimbursement for travel.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to have the County Administrator tweak the travel policy to allow for travel to attend meetings in the county but not to use it to go back and forth to work or personal use.

Motion passed, 4-1, Commissioner Stieben voting nay.

A resolution setting the elected official's salaries was presented.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve Resolution 2024-7, setting the elected official's salaries.

Motion passed, 4-1, Commissioner Stieben voting nay.

The 2024 pay plan schedule was presented for approval.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve the 2024 pay plan.

Motion passed, 5-0.

Commissioner Stieben requested the administrator to draft a policy based on Harvey County policy regarding an invocation before the meeting.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to change the moment of silence to a moment of silent prayer.

Motion passed, 5-0.

Commissioner Stieben requested to move all the public comment to the beginning of the meeting.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to move all public comment to the beginning of the meeting.

Motion passed, 3-2 commissioners Doug Smith and Kaaz voting nay.

Connie Harmon requested the appointment of members to the Council on Aging Advisory Board.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to appoint Donna Kindle, Sharon Marsch, Donna Ramsey, Mateo Rosales and Charles Owen to the Council on Aging Advisory Board.

Motion passed, 5-0.

An agreement with Rural Water District #9 for a water main relocation was presented.

David Van Parys requested to table this matter until the next meeting.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to table the Tonganoxie Road Water Main relocation agreement until next Wednesday.

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

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

John Jacobson presented the quarterly report for Planning and Zoning.

Louis Klemp and James Petrick commented on non-agenda items.

Commissioner Culbertson attended a pipeline safety meeting. He will travel to Topeka tomorrow to testify for the LAVTR hearing.

Commissioner Doug Smith will attend the Legislative Action Day in Topeka on January 24th

Commissioner Stieben will travel to Topeka tomorrow to testify for the LAVTR hearing. He will also be speaking at the Linwood Public Library at 6:30 p.m. tomorrow evening.

Commissioner Kaaz recognized a Martin Luther King Jr. Day celebration at Island Spice at 11:00 a.m. She indicated there is another event that evening being held at the Methodist Church.

Commissioner Mike Smith thanked Commissioner Kaaz for serving as chairperson. He reported the city of Lansing did write a letter of support for the LAVTR in which he has given to Commissioner Culbertson for testimony in Topeka.

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

Motion passed, 5-0.

The Board adjourned at 10:21 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, January 22, 2024

Tuesday, January 23, 2024

Wednesday, January 24, 2024

- 9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS
- 11:00 a.m. Annual Legislative Action Day
• Topeka Country Club, 2700 SW Buchanan St., Topeka, KS
- 1:00 p.m. 2024 Local Government Day
• The Beacon, 420 SW 9th St., Topeka, KS 66612

Thursday, January 25, 2024

Friday, January 26, 2024

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 01/06/2024 END DATE: 01/12/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
1061	B & W FIRE LLC	B & W FIRE LLC	338787	106479 AP	01/12/2024	4-001-5-05-383	000139 ANNUAL INSP FIRE EXTING	771.95	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	338788	106480 AP	01/12/2024	4-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
283	BUSETTI ROBERT	ROBERT BUSETTI	338790	106482 AP	01/12/2024	4-001-5-07-219	DENTIST FOR INMATES - JANUARY	350.00	
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	338791	106483 AP	01/12/2024	4-001-5-07-213	2268 LVSO VEH MAINT 108	1,071.30	
661	CDJ AUTOMOTIVE LLC	CDJ AUTOMOTIVE LLC	338793	106485 AP	01/12/2024	4-001-5-07-213	LVDSO VEH MAINT 2020 DURANGO 3	198.43	
1639	CDWAK	CWDAK C/O STAFFORD CO WEED DEP	338794	106486 AP	01/12/2024	4-001-5-53-203	2024 8TH ANNUAL CDWAK CONF	375.00	
1639	CDWAK	CWDAK C/O STAFFORD CO WEED DEP	338794	106486 AP	01/12/2024	4-001-5-53-203	2024 8TH ANNUAL CDWAK CONF	60.00	
1639	CDWAK	CWDAK C/O STAFFORD CO WEED DEP	338794	106486 AP	01/12/2024	4-001-5-53-203	2024 8TH ANNUAL CDWAK CONF	100.00	
							*** VENDOR		
							1639 TOTAL		535.00
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	338796	106488 AP	01/12/2024	4-001-5-32-296	01001100496 JANUARY JANITORIAL	5,860.00	
546	CURTIS	CURTIS,STALEY,AND ASSOCIATES	338797	106489 AP	01/12/2024	4-001-5-07-219	MENTAL HEALTH SVC - JAIL INMAT	3,000.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	338799	106491 AP	01/12/2024	4-001-5-05-215	ELEC SVC EMS 9103	503.08	
8726	FAGAN COMPANY	FAGAN COMPANY	338800	106492 AP	01/12/2024	3-001-5-33-209	24520 CUSHING VAV BOX REPAIRS	673.78	
14002	FAIRMOUNT TOWNSHIP	FAIRMOUNT TOWNSHIP	338801	106493 AP	01/12/2024	4-001-5-05-217	AMBULANCE STATION RENT- BASEHO	27,500.00	
3550	FISHER,PATTERSON	FISHER,PATTERSON,SAYLER & SMIT	338802	106494 AP	01/12/2024	3-001-5-01-230	PROF SVC TO 12.15.23 337-38148	1,576.00	
4473	HART'S COO	HART'S COOK PAINT & DECORATING	338805	106497 AP	01/12/2024	4-001-5-07-301	4824 OFFICE SUPPLIES	81.74	
22605	HINCKLEY S	HINCKLEY SPRINGS	338806	106498 AP	01/12/2024	4-001-5-11-208	17137512660768 FILTRATION RENT	44.99	
236	INTERPRETERS	INTERPRETERS INC	338807	106499 AP	01/12/2024	4-001-5-19-221	DC INTERPRETER 12/27/23 2023TR	120.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	338808	106500 AP	01/12/2024	4-001-5-11-208	RSVP8/LEAV.CTY ATTORN ON SITE	26.00	
99	JUROR	LYNN ANNETTE CLARK-SHOEMAKER	338811	106503 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	LYNN ANNETTE CLARK-SHOEMAKER	338811	106503 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	37.52	
99	JUROR	BRADLEY D ELLIS SR	338812	106504 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	RAYMOND LEE GRABILL JR	338813	106505 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	RAYMOND LEE GRABILL JR	338813	106505 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	30.82	
99	JUROR	KEVIN DEAN HARRIS	338814	106506 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	KEVIN DEAN HARRIS	338814	106506 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	26.80	
99	JUROR	CASEY LEE HARTFELDER	338815	106507 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	CASEY LEE HARTFELDER	338815	106507 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	20.10	
99	JUROR	MARK FREDERICK HATTOK	338816	106508 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	MARK FREDERICK HATTOK	338816	106508 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	10.72	
99	JUROR	LAUREN MARIE HULETT	338817	106509 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	LAUREN MARIE HULETT	338817	106509 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	26.80	
99	JUROR	DONALD EDWARD HUTCHINSON	338818	106510 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	DONALD EDWARD HUTCHINSON	338818	106510 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	14.74	
99	JUROR	CRAIG RICHARD JACKSON	338819	106511 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	NATHAN CHRISTOPHER LAFAVE	338820	106512 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	NATHAN CHRISTOPHER LAFAVE	338820	106512 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	28.14	
99	JUROR	SARAH ELIZABETH LAVERY	338821	106513 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	SARAH ELIZABETH LAVERY	338821	106513 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	24.12	
99	JUROR	ANDREW ROBERT LEE	338822	106514 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	ANDREW ROBERT LEE	338822	106514 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	28.14	
99	JUROR	JESSICA CHRISTINE MATHYS	338823	106515 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	JESSICA CHRISTINE MATHYS	338823	106515 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	5.36	
99	JUROR	MARCIA LEA MCCOWN	338824	106516 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	MARCIA LEA MCCOWN	338824	106516 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	21.44	
99	JUROR	ROBERT JOHN MOONEYHAN	338825	106517 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	ROBERT JOHN MOONEYHAN	338825	106517 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	22.78	
99	JUROR	LINDSEY JO OLSON-HALSA	338826	106518 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	LINDSEY JO OLSON-HALSA	338826	106518 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	28.14	
99	JUROR	PHILLIP LANDRY PARSONS	338827	106519 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00	
99	JUROR	BILLY GENE PETERSON	338828	106520 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00	
99	JUROR	BILLY GENE PETERSON	338828	106520 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.46	

START DATE: 01/06/2024 END DATE: 01/12/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
99	JUROR	ROBERT LEE POYNTER	338829	106521 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00		
99	JUROR	JOHN ANDREW RALETZ	338830	106522 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00		
99	JUROR	JASON MICHAEL ROWE	338831	106523 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00		
99	JUROR	JASON MICHAEL ROWE	338831	106523 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	33.50		
99	JUROR	THOMAS E SCARBOROUGH	338832	106524 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00		
99	JUROR	JAMES PATRICK SCHROEDER	338833	106525 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00		
99	JUROR	DIANE KAY SCHWARTZMAN	338834	106526 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00		
99	JUROR	BROOK ERIN TOWN	338835	106527 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00		
99	JUROR	BROOK ERIN TOWN	338835	106527 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	26.80		
99	JUROR	MARK ALLEN TRAVER	338836	106528 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00		
99	JUROR	MARK ALLEN TRAVER	338836	106528 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	18.76		
99	JUROR	SHAWN M WHITTON	338837	106529 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	25.00		
99	JUROR	PATRICIA JEAN WORKMAN	338838	106530 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	50.00		
99	JUROR	PATRICIA JEAN WORKMAN	338838	106530 AP	01/12/2024	4-001-5-19-205	FEE+MIELAGE TO LEAV CITY	14.74		
							*** VENDOR		99 TOTAL	1,444.88
6021	KADCCA	KADCCA	338839	106531 AP	01/12/2024	4-001-5-19-203	2024 DUES	250.00		
6021	KADCCA	KADCCA	338839	106531 AP	01/12/2024	4-001-5-19-203	2024 DUES	250.00		
							*** VENDOR		6021 TOTAL	500.00
6636	KANSAS GAS	KANSAS GAS SERVICE	338841	106533 AP	01/12/2024	4-001-5-05-215	510263944 1556921 09 GAS SERVI	223.63		
6636	KANSAS GAS	KANSAS GAS SERVICE	338841	106533 AP	01/12/2024	4-001-5-05-215	512142220 2006970 09 GAS SERVI	326.29		
							*** VENDOR		6636 TOTAL	549.92
8466	KDHE PERMITS	KDHE BUREAU OF COMMUNIYT HEALT	338843	106535 AP	01/12/2024	4-001-5-07-363	ANNUAL REG XRAY TUBE/ACCELL JC	250.00		
8466	KDHE PERMITS	KDHE BUREAU OF COMMUNIYT HEALT	338843	106535 AP	01/12/2024	4-001-5-07-363	ANNUAL REG XRAY TUBE/ACCELL JC	300.00		
							*** VENDOR		8466 TOTAL	550.00
3197	KLM	KS ASSOC CITY/CO MGMT	338844	106536 AP	01/12/2024	4-001-5-01-203	2024 FULL KACM DUES,LARGE COUN	300.00		
3197	KLM	LEAGUE OF KS MUNICIPALITIES	338845	106537 AP	01/12/2024	4-001-5-14-203	2024 DUES	1,661.81		
							*** VENDOR		3197 TOTAL	1,961.81
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	338847	106539 AP	01/12/2024	4-001-5-07-207	SVC CALL-REPL FREEZER DOOR	1,000.00		
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	338847	106539 AP	01/12/2024	4-001-5-07-207	SVC CALL-REPL FREEZER DOOR	3,681.70		
							*** VENDOR		7258 TOTAL	4,681.70
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	338848	106540 AP	01/12/2024	4-001-5-19-221	9020533027 DIST CT INTERPRETER	145.30		
1693	LEAV ROTARY	LEAVENWORTH ROTARY CLUB #1621	338851	106543 AP	01/12/2024	3-001-5-11-203	DUES/MEMBERSHIP CO ATTY TODD T	217.50		
1693	LEAV ROTARY	LEAVENWORTH ROTARY CLUB #1621	338851	106543 AP	01/12/2024	3-001-5-11-203	DUES/MEMBERSHIP CO ATTY TODD T	217.50		
1693	LEAV ROTARY	LEAVENWORTH ROTARY CLUB #1621	338851	106543 AP	01/12/2024	3-001-5-11-203	DUES/MEMBERSHIP CO ATTY TODD T	181.50		
							*** VENDOR		1693 TOTAL	616.50
537	LEAV TIMES	CHERRYROAD MEDIA INC	338852	106544 AP	01/12/2024	4-001-5-19-217	24156 LEGAL NOTICE 2023JC093 (41.14		
2201	LINEAGE	AVCORP BUSINESS SYSTEMS LLC	338853	106545 AP	01/12/2024	4-001-5-14-235	LEA008 1 YEAR MAINT TO 2/3/25	1,353.60		
61	MIAMI CO DIST CT	DISTRICT COURT OF MIAMI COUNTY	338854	106546 AP	01/12/2024	4-001-5-19-222	ATTORNEY FEE - ROBINSON	75.00		
196	OLSSON	OLSSON,INC	338858	106550 AP	01/12/2024	4-001-5-06-206	MONTHLY PROFESSIONAL SERVICES	2,676.25		
406	PUBLIC SAFETY	PUBLIC SAFETY UPFITTERS LLC	338861	106553 AP	01/12/2024	4-001-5-07-353	BULLET PROOF VESTS	948.93		
783	QUALITY FENCE	QUALITY FENCE LLC	338862	106554 AP	01/12/2024	4-001-5-33-209	CUSHING PARKING LOT GATE TRANS	1,000.00		
2612	QUALITY REPORTING	QUALITY REPORTING	338863	106555 AP	01/12/2024	4-001-5-11-255	TRANSCRIPT COPIES 2022CR332	375.50		
7098	QUILL CORP	QUILL CORP	338864	106556 AP	01/12/2024	4-001-5-07-301	8333027 SHERIFF OFFICE SUPPLIE	33.99		
7098	QUILL CORP	QUILL CORP	338864	106556 AP	01/12/2024	4-001-5-07-301	8333027 SHERIFF OFFICE SUPPLIE	191.35		
							*** VENDOR		7098 TOTAL	225.34
25081	SHRED-IT	SHRED-IT USA DBA SHRED-IT KANS	338866	106558 AP	01/12/2024	4-001-5-07-208	100710061 DELIVERED CONTAINERS	427.35		
6575	STERICYCLE	STERICYCLE, INC	338868	106560 AP	01/12/2024	4-001-5-07-359	1000809211 MEDICAL WASTE REMOV	202.36		
4445	T MOBILE	T-MOBILE USA, INC	338870	106562 AP	01/12/2024	4-001-5-05-210	974536189 WIRELESS SVC EMS	446.59		
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	338871	106563 AP	01/12/2024	4-001-5-19-214	100492 MONTHLY FILE RETRIEVAL	28.49		
2	WATER DEPT	WATER DEPT	338872	106564 AP	01/12/2024	4-001-5-05-215	WATER SVC HEALTH,WIC,EMS ADMIN	55.95		
2	WATER DEPT	WATER DEPT	338872	106564 AP	01/12/2024	4-001-5-05-215	WATER SVC EMA 9101	74.17		
							*** VENDOR		2 TOTAL	130.12

START DATE: 01/06/2024 END DATE: 01/12/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2007	WIRENUTS	WIRENUTS	338873	106565 AP	01/12/2024	4-001-5-31-297	SHERIFF ANNEX 9 725 LAMING - M	32.50	
100	WITNESS LIST	BRENDEN OLESEN	338874	106566 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	25.00	
100	WITNESS LIST	C TISCARENO	338875	106567 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	25.00	
100	WITNESS LIST	C TISCARENO	338875	106567 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	83.08	
100	WITNESS LIST	CHUCK MAHON	338876	106568 AP	01/12/2024	4-001-5-14-221	DIST COURT VOUCHER 13	25.00	
100	WITNESS LIST	FRANK BARTON WARD	338877	106569 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	25.00	
100	WITNESS LIST	S HUGHES	338878	106570 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	25.00	
100	WITNESS LIST	S HUGHES	338878	106570 AP	01/12/2024	4-001-5-14-221	DIST CT VOUCHER 13	83.08	
							*** VENDOR	100 TOTAL	291.16
11832	WYANDOTTE	WYANDOTTE ECHO	338879	106571 AP	01/12/2024	4-001-5-19-217	LEGAL NOTICE 2021JC045-046(1/4	152.10	
112	ZECK FORD	ZECK FORD	338880	106572 AP	01/12/2024	4-001-5-07-213	CUST 11707 COMP DIAGNOSTIC UNI	79.95	
							TOTAL FUND 001		64,248.76
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	338789	106481 AP	01/12/2024	3-108-5-00-219	DECEMBER HEALTH DEPT JANITORIA	1,342.03	
4938	BUILDING & GROUNDS	BUILDING & GROUNDS	338789	106481 AP	01/12/2024	3-108-5-00-606	DECEMBER HEALTH DEPT JANITORIA	447.33	
							*** VENDOR	4938 TOTAL	1,789.36
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	338846	106538 AP	01/12/2024	4-108-5-00-280	PRENATAL CLINICAL SERVICES DEC	3,600.00	
6539	MTI SECURITY	A&M SECURITY SOLUTIONS INC	338855	106547 AP	01/12/2024	4-108-5-00-219	MONITORING TO 3/31/24 HEALTH D	60.00	
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	338860	106552 AP	01/12/2024	4-108-5-00-606	TELEPHONE INTERPRETING SVC WIC	25.00	
2	WATER DEPT	WATER DEPT	338872	106564 AP	01/12/2024	4-108-5-00-219	WATER SVC HEALTH,WIC,EMS ADMIN	41.97	
2	WATER DEPT	WATER DEPT	338872	106564 AP	01/12/2024	4-108-5-00-606	WATER SVC HEALTH,WIC,EMS ADMIN	13.98	
							*** VENDOR	2 TOTAL	55.95
							TOTAL FUND 108		5,530.31
113	SUMNERONE INC	SUMNERONE INC	338869	106561 AP	01/12/2024	4-126-5-00-321	50COL COPIER - COMM CORR	72.56	
							TOTAL FUND 126		72.56
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	338795	106487 AP	01/12/2024	3-133-5-00-306	12-102 2KSLEAV DEICING SALT	1,580.11	
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	338795	106487 AP	01/12/2024	3-133-5-00-306	12-102 2KSLEAV DEICING SALT	3,159.04	
							*** VENDOR	2509 TOTAL	4,739.15
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	338842	106534 AP	01/12/2024	4-133-5-00-327	1-7 SURVEY REFERENCE REPORTS	104.00	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	338856	106548 AP	01/12/2024	3-133-5-00-361	12-103 166713 TRAP ROCK	16,923.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338857	106549 AP	01/12/2024	4-133-5-00-360	1-6 19615 YD FITTINGS	72.32	
196	OLSSON	OLSSON, INC	338858	106550 AP	01/12/2024	4-133-5-00-213	1-5 019-28310 PROF SVC THROUGH	1,035.80	
113	SUMNERONE INC	SUMNERONE INC	338869	106561 AP	01/12/2024	4-133-5-00-301	1-4 50ULC08 COPIER - PUBLIC WO	45.54	
							TOTAL FUND 133		22,920.75
113	SUMNERONE INC	SUMNERONE INC	338869	106561 AP	01/12/2024	4-136-5-00-223	50ULC08 COPIER - JUV COMM CORR	9.63	
113	SUMNERONE INC	SUMNERONE INC	338869	106561 AP	01/12/2024	4-136-5-00-243	50ULC08 COPIER - JUV COMM CORR	9.63	
113	SUMNERONE INC	SUMNERONE INC	338869	106561 AP	01/12/2024	4-136-5-00-301	50ULC08 COPIER - JUV COMM CORR	9.63	
							*** VENDOR	113 TOTAL	28.89
							TOTAL FUND 136		28.89
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	338856	106548 AP	01/12/2024	3-137-5-00-312	12-22 166713 TRAP ROCK & BAL O	.05	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	338856	106548 AP	01/12/2024	3-137-5-00-312	12-22 166713 TRAP ROCK & BAL O	35,512.04	
							*** VENDOR	781 TOTAL	35,512.09
							TOTAL FUND 137		35,512.09
11055	LEAV CO HU	LEAV CO HUMAN SERV COUNCIL	338849	106541 AP	01/12/2024	4-145-5-00-258	DUES CONNIE HARMON / JESSICA P	12.00	
							TOTAL FUND 145		12.00
20588	ADVANTAGE	ADVANTAGE PRINTING	338784	106476 AP	01/12/2024	3-146-5-00-301	CO TREAS - 3000 FORMS(QUOTE),	599.00	

START DATE: 01/06/2024 END DATE: 01/12/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	338784	106476 AP	01/12/2024	3-146-5-00-301	CO TREAS - 3000 FORMS(QUOTE),	380.00	
							*** VENDOR 20588 TOTAL		979.00
771	KANSAS COU	KANSAS CO TREASURER ASSN	338840	106532 AP	01/12/2024	4-146-5-00-203	DUES, CLASS AND CONF REGISTRAT	250.00	
771	KANSAS COU	KANSAS CO TREASURER ASSN	338840	106532 AP	01/12/2024	4-146-5-00-203	DUES, CLASS AND CONF REGISTRAT	125.00	
771	KANSAS COU	KANSAS CO TREASURER ASSN	338840	106532 AP	01/12/2024	4-146-5-00-203	DUES, CLASS AND CONF REGISTRAT	175.00	
							*** VENDOR 771 TOTAL		550.00
							TOTAL FUND 146		1,529.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	338850	106542 AP	01/12/2024	4-147-5-00-3	COUNCIL ON AGING - DESK LEGS	160.67	
							TOTAL FUND 147		160.67
2527	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	338810	106502 AP	01/12/2024	4-155-5-00-4	030-0076103-000 GRADER 15-04 P	68,431.45	
							TOTAL FUND 155		68,431.45
1971	CAROLINA SOFTWARE	CAROLINA SOFTWARE	338792	106484 AP	01/12/2024	4-160-5-00-263	WASTEWORCS SOFTWARE SUPPORT TO	500.00	
434	HAMM QUARR	HAMM QUARRIES	338804	106496 AP	01/12/2024	3-160-5-00-204	100640 SOLID WASTE LANDFILL CH	1,562.04	
74	SPEED PRO	PS MCGINNIS INC	338867	106559 AP	01/12/2024	4-160-5-00-263	DECAL FOR 06-06 (FRANK ORDERED	63.99	
							TOTAL FUND 160		2,126.03
196	OLSSON	OLSSON, INC	338881	1733 AP	01/12/2024	4-171-5-00-201	1-1 019-28310 PROF SVC TO 12.2	1,515.75	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338882	1734 AP	01/12/2024	4-171-5-05-301	1-2 RECORIND FEES	72.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338882	1734 AP	01/12/2024	4-171-5-05-301	1-2 RECORIND FEES	72.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338882	1734 AP	01/12/2024	4-171-5-05-301	1-2 RECORIND FEES	72.00	
							*** VENDOR 1814 TOTAL		216.00
							TOTAL FUND 171		1,731.75
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	338783	106475 AP	01/12/2024	4-174-5-00-210	FT LEAV TOWER MAINT TO HAVC	395.00	
1737	AT&T-CAROL STREAM IL	AT&T	338786	106478 AP	01/12/2024	4-174-5-00-210	KDOT SITE BONNER	366.30	
1737	AT&T-CAROL STREAM IL	AT&T	338786	106478 AP	01/12/2024	4-174-5-00-210	KDOT SITE BONNER	436.78	
							*** VENDOR 1737 TOTAL		803.08
							TOTAL FUND 174		1,198.08
137	OMNI-SITE.NET	OMNI-SITE	338859	106551 AP	01/12/2024	4-212-5-00-2	1 YEAR WIRELESS SVC W/24 HR RE	2,124.00	
							TOTAL FUND 212		2,124.00
782	JCI INDUSTRIES	JCI INDUSTRIES INC	338809	106501 AP	01/12/2024	4-218-5-00-2	4015279 FS TS GINGER CREEK	1,313.00	
137	OMNI-SITE.NET	OMNI-SITE	338859	106551 AP	01/12/2024	4-218-5-00-2	1 YEAR WIRELESS SVC W/24 HR RE	531.00	
							TOTAL FUND 218		1,844.00
451	AETNA	AETNA LIFE INSURANCE COMPANY	338785	106477 AP	01/12/2024	4-510-2-00-939	108798268 JANUARY HEALTH/VISIO	339,644.34	
451	AETNA	AETNA LIFE INSURANCE COMPANY	338785	106477 AP	01/12/2024	4-510-2-00-939	108798268 JANUARY HEALTH/VISIO	10,228.95	
451	AETNA	AETNA LIFE INSURANCE COMPANY	338785	106477 AP	01/12/2024	4-510-2-00-944	108798268 JANUARY HEALTH/VISIO	2,631.06	
451	AETNA	AETNA LIFE INSURANCE COMPANY	338785	106477 AP	01/12/2024	4-510-2-00-944	108798268 JANUARY HEALTH/VISIO	187.34	
							*** VENDOR 451 TOTAL		352,691.69
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	338798	106490 AP	01/12/2024	4-510-2-00-942	511269-00001 JAN DENTAL PREMIU	19,783.38	
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	338798	106490 AP	01/12/2024	4-510-2-00-942	511269-00001 JAN DENTAL PREMIU	1,868.58	
							*** VENDOR 1504 TOTAL		21,651.96
758	GUARDIAN	THE GUARDIAN LIFE INSURANCE CO	338803	106495 AP	01/12/2024	4-510-2-00-961	JANUARY SHORT TERM DISABILITY	9,321.66	
1485	RELIANCE STANDARD	RELIANCE STANDARD	338865	106557 AP	01/12/2024	4-510-2-00-962	GL144512 JANUARY GROUP LIFE AN	1,627.42	
1485	RELIANCE STANDARD	RELIANCE STANDARD	338865	106557 AP	01/12/2024	4-510-2-00-965	GL144512 JANUARY GROUP LIFE AN	3,248.06	
							*** VENDOR 1485 TOTAL		4,875.48
							TOTAL FUND 510		388,540.79

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

TOTAL ALL CHECKS 596,011.13

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	64,248.76
108	COUNTY HEALTH	5,530.31
126	COMM CORR ADULT	72.56
133	ROAD & BRIDGE	22,920.75
136	COMM CORR JUVENILE	28.89
137	LOCAL SERVICE ROAD & BRIDGE	35,512.09
145	COUNCIL ON AGING	12.00
146	COUNTY TREASURER SPECIAL	1,529.00
147	MEMORIALS (COA)	160.67
155	LSR CAPITAL EQUIP RESERVE	68,431.45
160	SOLID WASTE MANAGEMENT	2,126.03
171	S TAX CAP RD PROJ: BONDS	1,731.75
174	911	1,198.08
212	SEWER DISTRICT 2: TIMBERLAKES	2,124.00
218	SEWER DIST #5	1,844.00
510	PAYROLL CLEARING	388,540.79
	TOTAL ALL FUNDS	596,011.13

**Leavenworth County
Request for Board Action**

Date: January 11, 2024

To: Board of County Commissioners

Cc: Mark Loughry; Misty Brown; Bill Noll

From: David C. Van Parys

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Approval of Water line relocation agreement with R.W.D. #9 regarding Tonganoxie Rd. Improvement Project

Recommendation: Approval of the agreement

Analysis: Per direction by the board, counsel requested two (2) amendments to the agreement for the relocation of water supply facilities of R.W.D. #9 as proposed by the district. Those amendments were (1) a more certain statement of the estimated cost of the relocation; and (2) confirmation that the relocation would be completed, and certified by the district, not later than June 1, 2024. As per the attached amended agreement the district has agreed to these two provisions. The estimated cost of the relocation has increased from approximately \$83k to approximately \$88k. The agreement, as amended, does provide the county with an avenue to examine any increase in that cost in excess of 10%, a provision similar to other construction contracts entered into by the county.

The addition of the language requested by the county on both the estimated cost and the completion date of the relocation addresses the concerns expressed by the board.

Alternatives: (1) Abandon project; (2) Request additional amendments as outlined by the board.

Budgetary Impact: Approximately \$88k in costs, those costs to be largely paid through grant funding.

- 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: Approximately \$88k

Additional Attachments: See attached proposed agreement.

WATER MAIN RELOCATION AGREEMENT

THIS WATER MAIN RELOCATION AGREEMENT, made and entered into by and between **LEAVENWORTH COUNTY RURAL WATER DISTRICT NO. 9**, hereinafter referred to as "the District" and the **BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS** hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, the County has determined that it appropriate and proposes a public road improvement project described as "High Risk Rural Roads Project No. 52C-5119-01 – Tonganoxie Road (199th Street – Mitchell Road)" located in Sections 26 and 35, Township 10S, Ranges 21E; and

WHEREAS, as part of the said road improvement project, it is necessary to reconstruct and otherwise relocate and replace water facilities which are presently either located in private right-of-way or partly within public right of way and/or utility easements, (the "Relocations"); and

WHEREAS, the District is the owner of certain water distribution pipelines and facilities located wholly or in part on private easements as shown in Tracts 18, 19 and 20 and further identified in Book 656, Page 108, Document No. 2021R13533, Book 503, Page 1060, Document No. 2021R13929, Book 502, Page 1470A, Book 503, Page 81 and Document No. 2021R13532 in the Leavenworth County Register of Deeds, and said pipelines or facilities are not located entirely upon existing road right-of-way; and

WHEREAS, the District certifies that its facilities located in or about the area to be traversed by said road improvement are on location where it has right of occupancy either by holding the fee, an easement or other property interest; and

WHEREAS, the District as agreed to the relocation subject to the cost of said relocation being allocated to the County as set forth herein; and

WHEREAS, the County is willing to advance funds and make payment to the District for the Relocations as a part of the public improvement subject to the terms and conditions of this Agreement; and

WHEREAS, the County and District have determined to enter into this Agreement for the aforesaid public improvement as authorized and provided by K.S.A. 68-169, K.S.A. 12-2908.

NOW, THEREFORE, IT IS AGREED:

1. That the District will relocate the water pipeline and facilities in accordance with the terms of this Agreement and the proposed realignment location map (attached as Exhibit "A"), and the County shall advance and/or reimburse the same in the manner provided herein.
2. The County will reimburse and pay to the District the District's actual cost of construction, relocation and/or inspection of those parts of the water pipeline located within

private easement, in accordance with the Preliminary Cost Estimate attached as Exhibit "B". It is understood that the estimated total cost to construct, relocate and/or inspect the pipeline in private easement is ~~\$80,300.00~~ \$7,550.00, in accordance with Exhibit "B". The parties to this agreement recognize that the Preliminary Cost Estimate contained in Exhibit "B" is a good-faith estimate and prepared with the assistance and review by a licensed engineer. The parties also recognize that costs contained in Exhibit "B" are subject to unforeseen increases. The parties agree that in the event that the projected cost of the relocation will exceed the cost estimate set out in Exhibit "B" by more than 10% that the District will promptly notify the County, through the parties designated in Section 12 of this agreement, of that event and detail to the County the basis for the finding that the relocation costs will exceed the estimated costs. The parties agree to confer as needed to review the cost estimates submitted in such event and to work in good faith to reach a consensus on the necessity of such costs. The percentage of actual costs of construction, relocation and/or inspection to be borne by the County, and payable to District, is 100% of the actual costs. The District will ensure that any contractor employed by it for the relocation shall maintain sufficient insurance coverage for the project and will name the County as an additional insured.

3. The District will develop the cost of the construction, engineering and inspection of the relocation using actual costs accumulated in accordance with standard work order accounting procedures, and the District shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary cost involved in such work. The County, or any other authorized agent of the County, shall have access at all reasonable times to such District records. It is understood that these District records are kept at the District's divisional office located in Tonganoxie, Kansas and all costs incurred by the County related to the inspection of the project records shall be borne by the County.

4. Subject to the provisions of Section 2 of this agreement, The District shall submit industry-standard pay requests or pay orders to the County based upon the progress of relocation by the contractor, and the County shall pay the District for all undisputed pay requests or pay orders in accordance with the pay requests within two weeks of receipt thereof. If the County disputes any pay request submitted, it shall pay the uncontested amount of any pay request, with a protest detailing any dispute and specifically identifying the line item or request under dispute. If the District agrees the disputed pay amount was improper, the same will be shown in a revised or amended pay request and an appropriate credit or refund issued, if payment was tendered on the disputed portion. If, after reasonable investigation, the District determines that the disputed pay amount is a valid and appropriate charge, the pay request will be submitted to the County with the reasons therefor, and the County will pay the same within fourteen (14) days of this notice, if payment has not already been made.

5. Upon final completion and relocation of the existing pipelines and facilities in accordance with the estimates, bids, and/or the plans and specifications of the project, the County will promptly reimburse the District for any remaining undisputed unpaid costs of such upon submitting of an itemized final pay request for such cost to the County.

6. The District reserves the right to not only replace facilities that are being moved with like-sized lines and facilities, but to improve upon replaced systems with upsized lines or similar improved facilities. The value of the betterments to the system by the District shall be determined by the District and the District alone shall pay any cost increase required by said betterments.

7. The County will promptly notify the District, in writing, that the relocation may proceed. That the construction involved with the relocation of the District's facilities shall be completed on or before June 1, 2024 within a reasonable length of time after the County notifies the District, in writing, that the relocation may proceed and the District shall certify to the County, in writing, that the relocation has been completed. -

8. The District will maintain its facilities in a manner which will not endanger the vehicular traffic.

9. To the extent permitted by law, without waiving any of its right or immunities, and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the District agrees to indemnify and hold harmless the County against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by the District in connection with this project, except those claims resulting from the negligent acts of agents or employees of said County. If the District utilizes a contractor to perform the construction and relocation of the facilities described herein, the District agrees to require the contractor to indemnify, hold harmless, and save the County from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the County defends a third party's claim, the contractor shall indemnify the County for damages paid to the third party and all related expenses the County may incur in defending the claim.

10. To the extent permitted by law, without waiving any of its right or immunities, and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the County agrees to indemnify and hold harmless the District against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly or indirectly resulting from the work performed by the County in connection with this project, except those claims resulting from the negligent acts of agents or employees of the District or its contractors. If the County utilizes a contractor to perform the construction services, the County agrees to require the contractor to indemnify, hold harmless, and save the District from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the District defends a third party's claim, the contractor shall indemnify the District for damages paid to the third party and all related expenses the District may incur in defending the claim.

11. Description of relocation work to be performed:

Water main and appurtenances located in the project plans from Sta 18+25 to 21+75 and Sta 38+50 to 40+00, each segment on the left side of the project corridor; and two service lines to meters located at Sta 14+75. With all of the associated costs shown for Items 1-7 on the cost estimate form. Water main and appurtenances are located on Tracts 18, 19, and 20 of the roadway improvement plan drawings applicably described in the following private easement documents; Tract 18: Book 656, Page 108 and Document No. 2021R13533; Tract 19: Book 503, Page 1060 and Document No.

2021R13929; Tract 20: Book, 502 Page 1470A, Book 503, Page 81, and Document No. 2021R13532.

12. For purposes of this Agreement, any required notices shall be deemed sufficiently given the third day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the County: Mark Loughry
County Administrator
300 Walnut
Leavenworth, KS 66048
mloughry@leavenworthcounty.gov

With a copy to: David Van Parys
Senior County Counselor
300 Walnut
Leavenworth, KS 66048
dvanparys@leavenworthcounty.gov

If to the District: Karen Armstrong, District Manager
PO Box 295
Tonganoxie, KS 66086
lvrwd9@gmail.com

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

13. In the event that any provision contained in this Water Main Relocation Agreement is in conflict with a provision in the District's right of way permit from the County, then the provision contained in this Water Main Relocation Agreement shall apply as to the area covered by this Water Main Relocation Agreement.

14. This Agreement may only be terminated by mutual written consent of the parties.

15. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

16. This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.

17. This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by the authority of their respective governing bodies the day and year first written below.

EXECUTED BY THE COUNTY THIS

____ day of _____, 2024~~3~~
**BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

BY: _____
VICKY KAAZ, 2ND DISTRICT,
CHAIRPERSON

ATTEST: _____
Janet Klasinski, County Clerk

EXECUTED BY THE DISTRICT THIS

____ day of _____, 2024~~3~~
**LEAVENWORTH COUNTY RURAL
WATER DISTRICT NO. 9**

BY: _____
CRAIG LOHMAN, Chairman

ATTEST: _____
Kim Buchanon, Secretary

DRAFT

LEAVENWORTH CO RWD NO. 9
TONGANOXIE RD. RELOCATION BID FORM

January 11, 2024

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1	4" Cl. 200 PVC Pipe, open-cut	L.F.	250	\$ 20.00	\$ 5,000
2	4" Cl. 200 R.J. PVC Pipe, bored	L.F.	350	68.00	23,800
3	4" Valve & Box	EA.	6	1,550	9,300
4	1" Road Crossing (includes 1" HDPE carrier and 2" HDPE casing)	EA.	2	2,100	4,200
5	Connect to Existing Pipeline	EA.	6	2,500	15,000
6	Reconnect Existing Service	EA.	2	750	1,500
7	Relocate & Reconnect Existing Service	EA.	1	1,500	1,500
8	2" Flush Hydrant	EA.	2	2,500	5,000
9	Mobilization, Insurance, Overhead	L U M P S U M			1,250
	Total Construction Cost				\$ 66,550
	Engineering				\$ 9,000
	Inspection (by RWD #9 @ \$40/hr.)				\$ 2,000
	Legal & Abstracting				\$ 5,000
	Easement Purchases				\$ 5,000
	Total Project Cost				\$ 87,550
	Note: estimate total pipeline to be included in road crossing bids				
	2" DR 11 HDPE Casing	125	ft.		
	1" DR 11 HDPE Carrier	300	ft.		

Leavenworth County Request for Board Action

Date: 1/11/2024

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approval of the KDOT agreement for KDOT High Risk Rural Roads Grant 052C-5242-01 for the grant project awarded north of Stranger Creek on Tonganoxie Road.

Recommendation: Approval

Analysis:

This agreement is the lane widening and safety improvement grant for the area north of the Stranger Creek on Tonganoxie Road. This location had the second highest accident rate in the county. The project is currently under contract for design by SMH.

This grant is a 90% KDOT funded project for construction and construction inspection. Unlike in the past where the agreement specified a project cost in the agreement, this agreement states that the county must notify KDOT at each step of the design what the revised cost estimate is adjusted for current inflation. It appears that this language is meant to benefit local governments. However, it does not guarantee that they will fund in excess of the original \$1.4 million cost estimate from late 2022.

KDOT lets this project for construction. This makes the project have the requirement of the Davis-Bacon Act.

Alternatives: Deny, Table

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: A future cost from the sales tax funds of approximately \$200,000. Final amount will be determined at the time KDOT bids the project.

Additional Attachments:

KDOT Agreement

PROJECT NO. 052 C-5242-01
HSIP-C524(201)
HIGH RISK RURAL ROADS PROJECT
LEAVENWORTH COUNTY, KANSAS

AGREEMENT

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

RECITALS:

- A. The LPA has applied for, and the Secretary has authorized, a High Risk Rural Roads (HRRR) Project to improve safety on county roads not on the State Highway System.
- B. The Secretary and the LPA are empowered by the laws of Kansas to enter into agreements for transportation improvement projects which may be financed with federal, state, and local funds, or a combination thereof.
- C. The Secretary desires to undertake the Project as further described in this Agreement.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

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

- 1. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
- 2. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
- 3. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
- 4. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
- 5. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

6. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to; signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430 *et seq.*, Hazardous Waste.
8. **“High Risk Rural Road”** means any roadway functionally classified as a rural major or minor collector or a rural local road with significant safety risks as determined by the Secretary, or as otherwise defined by statute. (See, 23 U.S.C. § 148(a)(1))
9. **“High Risk Rural Roads (HRRR) Program”** means a state/local partnership initiative to undertake roadway reconstruction, improvement, or repair projects which improve safety on rural roads not on the State Highway System. High Risk Rural Roads projects may be financed by federal, state, or local funds or a combination thereof. Projects selected within this program are either:
 - (a) Systemic: Projects encompass a local roadway collector network; funding is one hundred percent (100%) federally funded and does not require a local match; or
 - (b) Site Specific: Projects encompass a local rural road with significant safety risks; funding is ninety percent (90%) federally funded with a ten percent (10%) local match requirement.
10. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
12. **“LPA” or “Local Public Authority”** means Leavenworth County, Kansas, with its place of business located at 300 Walnut Street, Suite 7, Leavenworth, KS 66048.

13. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
14. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
15. **“Project”** means **Project No. 052 C-5242-01 a High Risk Rural Roads Project consisting of extending culverts, roadway widening, shoulder installation, and regrading of right-of-way corridor to provide clear zone improvements on Tonganoxie Drive (RS 381) from 189th Street to 187th Street in Leavenworth County, Kansas**, and is the subject of this Agreement.
16. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
17. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
18. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
20. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines; facilities, and systems for producing, transmitting, or distributing communications; power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include unforeseeable elements of cost within the defined Project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

2.

Party	Funding Source	Responsibility
Secretary	State and/or Federal Funds	90% of Participating Costs of Construction and Construction Engineering (CE).
LPA	Local Match	10% of Participating Costs of Construction and CE. 100% Costs for Preliminary Engineering (PE), Right of Way, Utility adjustments, and Non-Participating Costs.

2. **Funding Estimates.** At each plan submittal under this Agreement, the LPA shall notify the Bureau of Local Projects if costs have increased by more than 10% over the estimate. If the cost estimates are exceeded, the Secretary may determine, at the Secretary’s sole discretion, whether sufficient federal aid is available to continue the Secretary’s contribution as set out in Article II, paragraph 1, Funding Table (above), or if a funding maximum should be established. If the Secretary determines that a funding maximum should be established, a supplemental agreement will be executed to add the funding maximum.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the LPA acquire Right of Way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the LPA may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the LPA. The Secretary further agrees, as agent for the LPA, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the LPA.

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

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the LPA is responsible and shall then transmit the complete and final billing to the LPA.

ARTICLE IV

LPA RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the LPA to enter into this Agreement on its behalf. The LPA agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The LPA shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent LPA manual that the LPA certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the LPA with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Submission of Design Plans to Secretary.** Upon their completion, the LPA shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

5. **Consultant Contract Language.** The LPA shall include language requiring conformity with Article IV, 3 above, in all contracts between the LPA and any Consultant with

whom the LPA has contracted to perform services for the Project. In addition, any contract between the LPA and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, 3 above. In addition, any contract between the LPA and any Consultant with whom the LPA has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

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

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

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

7. **General Indemnification**. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the LPA shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the

Secretary, the Secretary's employees, or subcontractors. The LPA shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

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

(a) **Right of Way Acquisition.** The LPA will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The LPA agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The LPA shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The LPA further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, and permanent and temporary easements.

(b) **Right of Way Documentation.** The LPA will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The LPA further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The LPA agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

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

(d) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of

Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

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

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

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

12. **Maintenance.** When the Project is completed and final acceptance is issued the LPA will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance.

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

(a) **Removal of Hazardous Waste.** The LPA shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The LPA shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The LPA will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

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

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

14. Inspections. The LPA is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the LPA or the Consultant. The Secretary does not undertake for the benefit of the LPA, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The LPA will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The LPA may require additional clothing requirements for adequate visibility of personnel.

15. Utilities. The LPA agrees to the following with regard to Utilities:

(a) Utility Relocation The LPA will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

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

(c) Time of Relocation. The LPA will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The LPA shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a

date provided by the LPA as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The LPA shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the LPA's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing road surface. The LPA will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

ARTICLE V

FEDERAL REQUIREMENTS:

1. Anti-Lobbying. If the total value of this agreement exceeds one hundred thousand dollars (\$100,000.00), a **Certification for Federal Aid Contracts and accompanying Disclosure of Lobbying Activities Attachment** will be attached to and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

2. Debarment & Suspension. If the value of this Agreement exceeds twenty-five thousand dollars (\$25,000.00), it is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the LPA verifies that neither it, nor its agents or employees,

are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec.Orders No. 12549 and 12689; 2 C.F.R. § 200.213. A **Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment** will be attached to and made a part of this Agreement. 2 C.F.R. § 200.213.

3. **System for Award Management**. The LPA has registered with the System for Award Management (<http://www.sam.gov/>), which provides a Unique Entity Identifier (SAM). The LPA shall maintain such registration at all times during which it has active federal awards.

4. **Buy America Compliance**. The Parties agree to comply with the Buy America requirements of 23 C.F.R. § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

5. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 C.F.R. §§ 200.216 and 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

6. **Audit Requirements**. All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

- a. **Agency Audit**. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting

agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the LPA for items considered ineligible or Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The LPA's HRRR Project Funding Application and the final Design Plans for the Project are by this reference made a part of this Agreement. The Agreement includes the written document, including all attachments and exhibits, either attached or incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the LPA the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the LPA and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the LPA, and the Secretary shall approve such revisions before they become effective.

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

3. **Civil Rights Act.** The **Civil Rights Act Attachment (Rev. 01.24.2023)** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions.** The provisions found in the current version of **Contractual Provisions Attachment (Form DA-146a) (Rev. 07/2019)**, which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the

charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

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

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors in office.

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

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

10. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

COMMISSIONER

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Civil Rights Act (Rev. 01.24.2023)
2. Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)
3. Federal Anti-Lobbying Certification
4. Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

**CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS**

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

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

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

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

Leavenworth County Request for Board Action

Date: 1/11/2024

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve the contract with Finney and Turnipseed for Preliminary Engineering design for the replacement of SH-54 and SH-61 on Golden Road as part of the Kansas Local Bridge Improvement Program Grant.

Recommendation: Approval

Analysis:

Finney and Turnipseed was approved by the Board of County Commissioners to complete the preliminary design work for SH-54 and SH-61 on Golden Road. PE is not initially paid for as part of the \$2,000,000 reimbursement grant. We have followed the KDOT process for procuring professional services as advised by KDOT Local Projects in case some other counties do not complete the requirements of their grants and additional funds are redistributed to cover these costs.

The construction contract must be completed prior to August of 2025 to comply with the requirements of the grant.

Alternatives: Deny, Table

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: \$137,870 plus a \$5,000 contingency for boring cost changes resulting from the difference between the estimated required depth and the actual depth.

\$142, 870 Total

Additional Attachments:

Contract with Finney and Turnipseed

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made as of _____, 20____, between the County of Leavenworth, Kansas (hereinafter called the "County "), and Finney and Turnipseed. (hereinafter called the "Consultant").

WHEREAS, the County is in need of professional assistance for **engineering, preliminary surveying, title work, and utility coordination services**, (hereinafter called the "Project"); and

WHEREAS, the County has utilized the request for qualifications (RFQ) procedures for selection of a consultant found in Section 2.5 of the County Purchasing Policy and the Kansas Department of Transportation ("KDOT") Federal Highway Administration ("FHWA") in this consultant selection process; and

WHEREAS, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the County desires the Consultant to perform, the professional services herein described; and

WHEREAS, the County has determined that, of those who responded to the County's solicitation, the Consultant is the best qualified to provide the professional services described herein.

NOW, THEREFORE, the County and the Consultant, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Consultant and the payment for those services by the County as set forth below.

ARTICLE I Scope of Services

The Consultant shall provide for the County professional services listed in attached Exhibit A "Proposed Scope of Professional Services".

ARTICLE II Compensation

The County shall pay the Consultant for services performed, as outlined in Article I, on an hourly rate plus the actual cost of reimbursable expenses basis. Total compensation for hourly costs and reimbursable expenses shall not exceed the maximum compensation listed in attached "Exhibit B: Estimate of Preliminary Engineering Fee" which includes total compensation limit and applicable hourly rate and reimbursable expense schedule. Such hourly rates include salary, benefits, overhead and profit due the Consultant.

Reimbursable expenses shall mean the actual expenses incurred by the Consultant in connection with the Project, including but not limited to fees of the Consultant's independent professional consultants and travel and subsistence for out-of-town project team members pursuant to the County's approval. Unless otherwise agreed to on a project-by-project basis, all other expenses including vehicle mileage, local and long-distance telephone, fax, cell phones, printing, reproductions, computer use, photographs, video, software use, postage, delivery, contract accounting, and miscellaneous shall be included in the hourly labor rates and shall not be billed or reimbursed separately.

At monthly intervals, the Consultant shall submit to the County a certified invoice for allowable costs incurred in the performance of this Agreement during the month. The County shall pay the Consultant for all undisputed work performed by the Consultant within thirty days after receipt of such invoice. Should the County take exception to or dispute any portion of the certified invoice, the County shall communicate the details and nature of the dispute to the Consultant in writing within thirty days after receipt of the invoice.

ARTICLE III

Time

The terms of this agreement shall remain in force until completion of Inventory Inspection and reporting services. The contract may be extended if additional time is required for project completion at the sole option of the County.

Solely at the discretion of the County, an extension in time may be granted to the Consultant for delays recognized by the County as unavoidable. Consultant may request extension of time stating fully the reasons for such request. Extensions for unavoidable delays shall be made in writing and submitted to the County for review.

ARTICLE IV

County's Responsibilities

County shall do the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Provide all requirements for the Project, including design objectives and constraints, capacity and performance requirements, and budgetary limitations.
2. Furnish reports, plans and surveys in its possession that pertain to the Project. Except for reports and surveys prepared specifically for this Project the Consultant shall have an obligation to independently verify the information contained in reports, plans and maps, which are furnished by the County.
3. Furnish design and County specific construction standards and details.
4. Review Consultant's draft submittals.
5. Sign and authorize permits required by all applicable regulatory agencies.
6. Attend design review meetings, prebid and preconstruction conferences, and construction meetings.
7. Procure easements necessary to complete the project.
8. Prepare the Project for KDOT construction bidding and assist the County during the Bid Process as identified in the Scope of Services.
9. Identify, in writing, a primary point of contact through whom all communications to the Consultant shall be issued.

ARTICLE V
Consultant's Responsibilities

In addition to the basic services identified in Article I "Scope of Services" the consultant shall do the following:

1. Comply with local, state and federal rules, regulations and laws pertaining to this Agreement that are applicable at the time the Consultant designs this project.
2. Submit interim drafts and coordinate and attend draft review meetings as needed to meet project requirements and KDOT's and County's design standards.
3. Indemnify and hold harmless the County, its officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is and only to the extent caused by the willful misconduct, a negligent act, error or omission of the Consultant, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be legally liable.
4. Maintain throughout the duration of this contract insurance in the following amounts that will protect the Consultant and the County from claims set forth below which may arise of out of or result from the Consultant's execution of the Project by Consultant or by any subcontractors or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable. The County shall be identified as an "additional named insured" and Consultant will, upon request of the County, furnish copy of certificate of insurance thereof:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each accident
Property Damage	\$1,000,000 each occurrence

The Consultant shall maintain Professional Liability Insurance in an amount of \$1,000,000 and provide County with certification thereof upon request.

6. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the County shall so direct, the Consultant shall remove from the project any engineer, architect, surveyor, technician, project manager, geologist, appraiser or other person employed by the Consultant in connection with the work.
7. Consultant will exercise reasonable skill, care, and diligence in the performance of Consultant's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from County, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant within one year from the completion of Consultant's services for the Project.

ARTICLE VI

Miscellaneous

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law and Venue.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.
3. **Compliance with Law.** Consultant shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither the Consultant nor the County shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.
7. **Payment of Taxes.** The County shall not be responsible for, nor indemnify the Consultant for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.
8. **Licenses and Permits.** Consultant shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Consultant shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.
9. **Independent Consultant Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Consultant are employees of the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Consultant.
10. **Anti-Discrimination Clause:** Consultant agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such

subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Consultant is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Consultant has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Consultant agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 10 (with the exception of those provisions relating to the ADA) are not applicable to a Consultant who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. **Representative's Authority to Contract.** By signing this contract, the representative of Consultant thereby represents that such person is duly authorized by Consultant to execute this contract on behalf of Consultant and that Consultant agrees to be bound by the provisions thereof.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Disclaimer of Liability.** The County shall not hold harmless or indemnify the Consultant for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any Consultant or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
16. **Termination for Default.** If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the County may notify the Consultant in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the County, the County may terminate the Consultant's rights to proceed with

the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The County shall pay the Consultant the costs and expenses and reasonable profit for services performed by the Consultant prior to receipt of the notice of termination; however, the County may withhold from amounts due the Consultant such sums as the County deems to be necessary to protect the County against loss caused by the Consultant because of the default.

Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the County within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the County and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, the County shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, and both the County and the Consultant agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Consultant will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Consultant is adjudged bankrupt or insolvent;
- If the Consultant makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Consultant or any of his property;
- If the Consultant files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Consultant repeatedly fails to supply sufficient services;
- If the Consultant disregards the authority of the County;

- Acts other than those specified may constitute substantial breach of this Agreement.

17. **Termination for Convenience.** The County may, when the interests of the County so require, terminate this contract in whole or in part, for the convenience of the County. The County shall give written notice of the termination to the Consultant specifying the part of the contract terminated and when termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Consultant will stop work to the extent specified. The County shall pay the Consultant the following amounts:

All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Consultant for work not yet accepted by the County but performed by the Consultant prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

18. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

19. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Consultant in connection with the work pursuant to this Agreement, shall be in the County.

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

20. **Availability of Records and Audit.** The Consultant agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Consultant agrees to make available at the offices of the County at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the County. Except for documentary evidence delivered to the offices of the County, the Consultant shall preserve and make available to persons designated by the County his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
21. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Consultant's liability to the County as such liability may exist by or under operation of law.
22. **Indemnification.** Consultant shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Consultant's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

ARTICLE VII

Exhibits

The following Exhibits are attached to and made a part of this agreement:

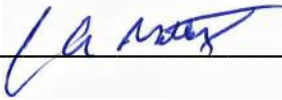
1. Exhibit A. " Proposed Scope of Professional Services "
2. Exhibit B. " Compensation – Estimate of Engineering Fee"
3. Exhibit C. "Project Schedule"
4. Exhibit D. NOT USED
5. Exhibit E. "Tax Clearance Certificate"
6. Exhibit F. "Certificate of Final Indirect Costs"
7. Exhibit G. "Policy Regarding Sexual Harassment"

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

**FINNEY AND TURNIPSEED
TRANSPORTATION & CIVIL ENGINEERING, L.L.C.**

BY: _____
VICY KAAZ, 2ND DISTRICT
CHAIRPERSON

BY:  _____

ATTEST: _____
Janet Klasinski, County Clerk

Approved as to Form:

David VanParys, Sr. County Counselor

Exhibit A: Proposed Scope of Professional Services

BASIC SERVICES - DESIGN:

The project is specifically defined as the replacement of Bridge No. SH-54 – Golden Road (Route 26) over Tributary to Kansas River and Bridge No. SH-61 – Golden Road (Route 26) over Tributary to Kansas River

The Engineer agrees to provide the following engineering services.

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide abutment and pier design recommendations to include three (3) geotechnical samples at proposed locations of abutments and piers.

2. Survey:

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

3. Hydrology and hydraulics:

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

4. Bridge Structure:

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

5. Roadway/Bridge Approach:

- County Rural Collector, 32' roadway width (24' pavement with 4' shoulders each side), 55 MPH design speed, (50 MPH posted speed).

- Minimum of 150' each side of structure, tapered to match existing road, shoulders may be reduced to match structure, but grading should be performed to allow for future upgrades.
 - Signing, striping, and safety improvements, as necessary.
 - Guardrail design (MGS) including layout sheets.
 - Traffic Control plans showing bridge closure and detour plan.
6. Erosion Control and Permanent Seeding:
- Provide Erosion control plan per phase of the project.
 - Provide applicable standard erosion control details and quantities.
 - Utilize KDOT standard quantity sheets for erosion control and permanent seeding.
7. Permits:
- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - Corps of Engineers 404 permit (Nationwide)
 - Wetland delineation and stream assessment report
 - DWR Permit
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS
 - FEMA
8. Utility Coordination:
- Facilitate Utility Coordination meetings.
 - Coordinate with utility owners for relocation efforts
 - Preconstruction site visits, as required, for utility relocation efforts.
 - Identify underground facilities that need potholed and coordinate this effort with utility companies. (pothole costs will be paid by the utilities or the county).
9. Deliverables:
- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
 - Provide milestone submittals for KDOT Local Projects (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
 - Survey Sheet to be filed with the Leavenworth County Register of Deeds.
10. Construction Services:
- Preconstruction meeting
 - Address RFIs from contractor as received.
 - Review Shop Drawings
 - Plan revisions
 - Inventory inspection report and SI&A sheet submitted to KDOT BLP after construction.
 - Bridge load rating report
11. To accept compensation for services described in 1 through 10, Basic Services - Design in the amounts and at such periods of time as hereinafter set forth in Exhibit B.

SUPPLEMENTAL SERVICES

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

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

Exhibit B: Compensation Estimate of Engineering Fee

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

- A. For the Basic Services as described in Exhibit A, a maximum Lump Sum fee not to exceed of One Hundred Thirty-Seven Thousand Eight Hundred and Seventy dollars (\$137,870.00).

Salary rates including overhead.

Classification	Hourly Rate
Principal	\$150.00
Project Manager	\$125.00
Engineer A	\$110.00
Engineer B	\$105.00
Engineer C	\$ 88.00
CADD Technician	\$ 69.00
Technician	\$ 66.00
Mileage -----	\$ 0.56 per mile
Direct expenses -----	Actual amount

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

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

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

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

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

ESTIMATE OF DESIGN COSTS
SH-54 over Tr. to Kansas River & SH-61 over Tr. to Kansas River

Task	Principal	Project Manager	Engineer A	Engineer B	Engineer C	CADD Tech A	Tech A
Survey							
Field Survey & Reports		50					100
Plot Field Survey Data		24					40
Roadway							
Develop alignment		16					
Roadway Design		40					
Roadway Details		40				40	
Bridge							
Develop Hydraulic Model & Hydraulic Report		8	40				
Bridge Layouts & Design	8		32			40	
Bridge Plans - Field Check	8		20	40			
Permits & Clearances	8				16		
Field Check							
Field Check	8	8					
Utility Coordination							
Coordinate Utilities	16	8					
Right of Way							
R/W Documents	16	8					
Title Work	2						
Final Design Plans							
Road Design		8					
Road Details		40					
Traffic Control		8		40			
Bridge Design			24	40	80		
Bridge Detailing & Check			24		40	120	
Quantities					16	16	16
Plan review - QA/QC	16	16	16				
Construction							
Construction Services	16						
Inventory Inspection							
Entry for KDOT				12			
As-Built Plans		16				8	
Total Hours	98	290	156	132	152	224	156

Summary of Costs

	Total Hours	Hourly Rate	Cost
Principal	98	\$ 150.00	\$ 14,700.00
Project Manager	290	\$ 125.00	\$ 36,250.00
Engineer A	156	\$ 110.00	\$ 17,160.00
Engineer B	132	\$ 105.00	\$ 13,860.00
Engineer C	152	\$ 88.00	\$ 13,376.00
CADD TECH A	224	\$ 69.00	\$ 15,456.00
Engineering TECH A	156	\$ 66.00	\$ 10,296.00

1208

Total Salaries= \$ 121,098.00

Direct Expenses	Unit	Rate	Cost
Mileage	880 miles	\$ 0.65	\$ 572.00
Title Work - 4 parcels	6 each	\$ 300.00	\$ 1,800.00
Permits-COE,DWR,NOI			\$ 1,000.00
Geotechnical Report - 3 Bores		\$ 13,400.00	\$ 13,400.00

Total Direct Expenses = \$ 16,772.00

Total = \$ 137,870.00

Exhibit C: Project Schedule

KDOT Project Schedule

<u>MI/CP</u>	<u>Name</u>	<u>Sched Start</u>	<u>Act Start</u>	<u>OBSE</u>	<u>Responsible OBSE Manager</u>
C07	Bgagr	11/29/2023		ELP	Dawn Hueske
M15	Kauth	11/29/2023		ELB	
M31	Wauth	11/29/2023		ELP	Dawn Hueske
C13	Cycoa	4/26/2024		ELP	Dawn Hueske
C56	Plcom	11/22/2024		ELB	
C08	Bgpse	4/18/2025		ELB	
M17	Lettg	8/29/2025		ELB	
C47	Notpr	10/24/2025		ELB	
M19	Notac	4/10/2026		ELP	Dawn Hueske
M11	Final	8/26/2027		ELB	

Exhibit E. Tax Clearance Certificate


Special Attachment No. 10 Tax Clearance Certificate (w/ example)

Tax Clearance Certificate

Consultants and Sub-Consultants are required obtain a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR]. The Tax Clearance Certificate contains a Transaction Number and a 90 day time period that need to be transcribed to this attachment (below) at the time of contract execution. The Tax Clearance process is a tax account review by KDOR to determine the Consultant’s and Sub-Consultant’s account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will not execute this agreement if the Consultant and Sub-Consultant(s), as listed as Direct Expenses on the *Estimate of Preliminary Engineering Fee*, are not listed below. The Bureau of Local Projects will verify the certification through the Transaction Number.

To obtain a Tax Clearance Certificate, the Consultant (or Sub-Consultant) shall complete an Application Form and submit it to KDOR. The Application Form must be completed and submitted online at <http://www.ksrevenue.org/taxclearance.html>. After the Consultant (or Sub-Consultant) submits the Application Form, KDOR will provide the applicant a Transaction ID number and a certification time period. The Consultant (or Sub-Consultant) shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on online applications are generally available the following business day. **Include a copy of the Certificate of Tax Clearance with the proposal.** See sample below.

If the Consultant (or Sub-Consultant) is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Application for Tax Clearance, the Consultant (or Sub-Consultant) shall call KDOR’s Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.


 Jeff Colyer, M.D., Governor
 Samuel M. Williams, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

[Redacted]

[Redacted]

ISSUE DATE
11/27/2018

TRANSACTION ID **CONFIRMATION NUMBER**

[Redacted] [Redacted]

TAX CLEARANCE VALID THROUGH 02/25/2019

Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Finney and Turnipseed

ISSUE DATE

10/18/2023

TRANSACTION ID

TTAE-F6T6-CH78

CONFIRMATION NUMBER

CT64-XN65-NGSR

TAX CLEARANCE VALID THROUGH 01/16/2024

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

Exhibit F. Certificate of Final Indirect Costs

Special Attachment No. 9 *Certification of Final Indirect Costs*

Certification of Final Indirect Costs

Firm Name: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

Indirect Cost Rate Proposal: 66.63%

Date of Proposal Preparation (mm/dd/yyyy): 11/12/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 to 12/31/2022

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

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

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

Signature: 

Name of Certifying Official (Print): Craig A. Mattox

Title: President

Date of Certification (mm/dd/yyyy): 11/12/2023

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.


Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

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

Contractor Name (Type or Print)

By:



Signature

Craig A. Mattox

Printed Name

President

Title

1/9/2024

Date



1/17/2024

Quarterly Report (Q4)

Leavenworth County, Human Resources



Monica Swigart, HR Administrator

2023 YEAR AT-A-GLANCE

	2023				
	Headcount	New Hires	Terminations	Turnover	Avg Tenure
Q1 2023	433	32	24	5.6%	7.9 Years
Q2 2023	443	29	23	5.2%	7.8 Years
Q3 2023	434	22	31	7.1%	7.7 Years
Q4 2023	431	20	23	5.3%	7.6 Years
2023 Totals	435	103	101	23.2%	7.6 Years

ON-GOING ACTIVITIES

- Continuing to convert all employee files and HR forms into electronic documents
- 2023 countywide chili cookoff date was so much fun in November and employees had a great time!
- Harassment, diversity and inclusion training was implemented for all new hires 10/1/2023
- Ongoing touch base meetings with all vendors to build relationships, ensure data feeds are working and resolve any employee issues (Bukaty, Aetna, Reliance, Guardian)
- Dissecting 2023 work-related injuries by type, area, department, severity to have metric details of where to start on safety related trainings and/or preventative measures
- Working with Paylocity to write code and continue to evolve the system to our specifications

FUTURE GOALS/PROJECTS 2024

- Implementation of Wellness Committee to drive education and participation in upcoming programs and events
- Working with each department to identify specific training goals and areas for improvement
- Planning the bi-annual harassment, diversity and inclusion refresher training for all current staff
- Create and distribute injury reporting procedures as a refresher for current and new leadership staff

Quarterly Report

Connie Harmon, Director
January 17, 2024

Q4 At-A-Glance:

	2023	Notes
Nutrition		Data reflects a 9% increase in meals served in 2023 and the first time in the program's history over 100,000 meals were delivered. Two new congregate meal sites were opened in Q4: West Haven Baptist Church in Tonganoxie and Basehor United Methodist Church.
YTD Meals on Wheels Meals Served	105,437	
Q4 Meals on Wheels Meals Served	26,454	
• Home-delivered	21,838	
• Congregate	4,616	
• YTD Unduplicated Clients Served	1,546	727 transportation units were provided to support <i>The Deeper Window Association's</i> mobile respite program.
• YTD New Clients	220	
Transportation		Volunteerism is at an all-time high, saving the County an estimated \$74,157.60 in Q4.
Trips Provided YTD	15,800	
• YTD New Clients	141	
Volunteerism		104% of expected revenue was received in FY23.
• Q4 Active Volunteers	181	
• Q4 Volunteer Hours	2,332	
Budget		
• Approved	\$3,711,534.00	
• Expended	\$3, 205,757.00	
• Revenue Received	\$3,478,559.09	

2023 Goals:

- **Sustain and grow participation from 2022 levels.**
 - Participation in Leisure & Learning programming continues to grow. An average of 162 participants enjoy activities at the COA each week compared to 76 per week at the Broadway location. 23 new participants were added in Q4, with 110 new participants year to date. Of those new participants, 33 are between the ages of 50-69.
 - With grant funding and donations, the Pets & Loving Seniors (PALS) and Pet2Vet programs have expanded to serve 153 clients and 239 pets in 2023, grooming and boarding support have been added, and the veterinary subsidy has increased to up to \$500 per pet. 13,632 lbs. of food were delivered in FY23.
 - With the help of the IS Department, a COA-specific Facebook page went live on September 1 with a COA team member monitoring the page and posting no less than once per day. We already have 379+ followers.
- **Secure grant funding and execute fundraising efforts to maintain and expand current service offerings.**
 - In addition to the agency's Older American's Act funding, staff applied for 7 grants through various local, state and national organizations.
 - Our agency was awarded 7 of 7 grants generating \$115,493 in additional revenue to support the following programs: Meals on Wheels, Sr. Express Transportation, Heart to Heart Transportation, Sisters of Charity (Meals on Wheels) and Meals on Wheels America Loves Pets
 - In addition to grants, the COA secured the following revenue through fundraising and donations to support agency programs and offset costs: \$88,874.00
 - \$ 1,272.00 Poker Run for Senior Express Transportation
 - \$ 45,311.00 Meals on Wheels benefit featuring Dinner & Dueling Pianos, Live
 - \$ 583.00 11Worth Brewhouse benefit
 - \$12,000.00 Good Shepherd Thrift Store, Tonganoxie
 - \$29,708.00 Senior Christmas Project with veteran organizations
- **Expand programming/partnerships**
 - Staff continue to partner with 13 area businesses, churches and non-profits to provide comprehensive support and programming to the County's older adults.
 - Heart-to-Heart Transportation, a new program in 2021 to assist seniors with transportation to visit loved ones in nursing homes and memory care units, expanded from 12 trips in 2021 to 103 YTD trips in 2023.

- Leisure & Learning Program participants and COA staff were featured on KCUR's *Up to Date* radio program on 12/20 to discuss the *BLAST (Bucket List Adventure Series Trips)* and how it helps them live and age well.



COUNTY OF LEAVENWORTH

Department of Buildings and Grounds

Buildings & Grounds

- **Court House**
 - Misc. work orders and repairs
 - Snow removal
 - Planning to build additional storage for ROD
- **Community Corrections Building**
 - Looking into options to open downstairs space for larger activity room
 - Furnace mother board replaced
 - Ice maker solenoid replaced
- **Transfer Station**
 - Met with staff at transfer station to begin pricing for
 - Concrete work on sides of entry
 - Asphalt parking lots
 - Drain system for near scale house 2
 - Remove and replace drain system for pit scale area
- **EMS/ HD**
 - Ongoing renovations
 - Painting interior completed
 - Flooring replacement has begun
- **Cushing**
 - Parking lot thru KDOT Grant
 - Completed minus the buffalo sod as wait listed to spring of 2024
 - KDOT has reimbursed for payments made by the County.
 - Flow switch replacement on main line for sprinkler system
 - Voting storage is fob monitored and camera monitored as well as drop off voting
 - Hot water tank replacement
 - Completed under emergency
- **Justice Center**
 - Boilers have been up and running we do see some accumulation on the fireblock.
 - Pop off valve replaced as noted on boiler inspections
 - Boilers cleaned and trimmed
 - Boiler will need to begin RFP process to stage out and replace end of life Boilers 2024-2025 depending on project life cycles verse circle drive replacement

Sewer Districts

Ginger Creek had pump failure and we have had to order new relays and vacuum pumps to rebuild both pumps

Few grinder pump replacements in high crest

Working with Planning and zoning on property that is under contract in former district that now is under Basehor