

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
November 16, 2022
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of November 9, 2022
 - b) Approval of the schedule for the week November 21, 2022

- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) 2022 General Election canvass

- **CONSIDER A MOTION TO ADJOURN AS THE BOARD OF COUNTY COMMISSIONERS AND CONVENE AS THE BOARD OF COUNTY CANVASSERS**
- **CONSIDER A MOTION TO ACCEPT THE PROVISIONALS AS RECOMMENED BY THE COUNTY CLERK.**
- **CONSIDER A MOTION TO CERTIFY THE 2022 GENERAL ELECTION**
- **CONSIDER A MOTION TO AJOURN AS THE BOARD OF COUNTY CANVASSERS AND RECONVENE AS THE BOARD OF COUNTY COMMISSIONERS**

- b) Consider a motion to approve and authorize the chairman to sign the Solid Waste hauling contract with Hamm Quarry.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 14, 2022

11:00 a.m. Saint Mary Veteran's Day Pinning Ceremony
• Social Room, 2nd Floor of St. Mary Hall

Tuesday, November 15, 2022

11:30 a.m. 37th Annual Athena Awards Luncheon
• Riverfront Community Center

12:00 p.m. LCPA meeting

Wednesday, November 16, 2022

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

Thursday, November 17, 2022

Friday, November 18, 2022

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****November 9, 2022 *****

The Board of County Commissioners met in a regular session on Wednesday, November 9, 2022. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Janet Klasinski, County Clerk; John Richmeier, Leavenworth Times

Residents: Nancy Carpenter, John Matthews, Raymond Reynolds, Mike McDonald, Wes Baker

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Janet Klasinski requested the Board to randomly select precincts for the election audit.

Commissioners will be participating in the Veteran's Day Parade on Friday.

Commissioner Doug Smith requested the check registry be removed from the consent agenda.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, November 9, 2022 minus the check registry.

Motion passed, 5-0.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the check registry section of the consent agenda as presented.

Motion passed, 4-0, Commissioner Doug Smith abstained.

Bill Noll requested that surplus equipment be placed on PurpleWave.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to accept the recommendations from Public Works to list the surplus equipment on PurpleWave as presented.

Motion passed, 5-0.

Mr. Noll requested approval of the annual Noxious Weed agreement to spray state rights-of-way in the county for KDOT.

A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to approve the annual agreement to treat noxious weeds on state highway rights-of-way in the County.

Motion passed, 5-0.

Nancy Carpenter and Raymond Reynolds commented on non-agenda items.

Commissioner Kaaz attended three KCATA meetings last week.

Commissioner Mike Smith and Mark Loughry attended the LCDC VIP event last Friday.

Commissioner Doug Smith will attend the Basehor City Council meeting and the Regional Transportation Study meeting tomorrow night in Basehor.

Commissioner Culbertson reiterated the Regional Transportation Study forums are open to the public for their input. He indicated the city of Lansing will hold a forum tonight and the city of Basehor will hold one tomorrow night.

***A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to adjourn.
Motion passed, 5-0.***

The Board adjourned at 9:22 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 21, 2022

Tuesday, November 22, 2022

8:00 a.m. Workforce Partnership Meeting

12:00 p.m. MARC meeting

Wednesday, November 23, 2022

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

Thursday, November 24, 2022 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING

Friday, November 25, 2022 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF THANKSGIVING

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	330977	100698 AP	11/08/2022	2-001-5-49-341	ACC 108 BALLOT STOCK AND ADD'L	2,388.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	330977	100698 AP	11/08/2022	2-001-5-49-341	ACC 108 BALLOT STOCK AND ADD'L	8,270.12	
20588	ADVANTAGE	ADVANTAGE PRINTING	330977	100698 AP	11/08/2022	2-001-5-49-341	ACC 108 BALLOT STOCK AND ADD'L	509.75	
							*** VENDOR	20588 TOTAL	11,167.87
249	AMBERWELL	ATCHISON HOSPITAL	331003	100717 AP	11/10/2022	2-001-5-07-206	SHERIFF - NEW EMPLOYEE TESTING	535.00	
249	AMBERWELL	ATCHISON HOSPITAL	331003	100717 AP	11/10/2022	2-001-5-28-212	HR CONTRACTUAL TESTING	493.00	
							*** VENDOR	249 TOTAL	1,028.00
494	AMERICAN RESOURCE CO	AMERICAN RESOURCE CONSULTANTS	330978	100699 AP	11/08/2022	2-001-5-49-341	175 LAPEL PINS+SHIPPING	261.69	
8020	APCO INT'L	APCO INTERNATIONAL	330979	100700 AP	11/08/2022	2-001-5-07-203	2023 MEMBERSHIP 11-25 STAFF	935.00	
158	BLUE VA PU	BLUE VALLEY PUBLIC SAFETY INC	330980	100701 AP	11/08/2022	2-001-5-07-215	2023 SIREN MAINT AGREEMENT	8,500.00	
158	BLUE VA PU	BLUE VALLEY PUBLIC SAFETY INC	330980	100701 AP	11/08/2022	2-001-5-07-221	2023 SIREN MAINT AGREEMENT	18,833.00	
							*** VENDOR	158 TOTAL	27,333.00
23537	BOUND TREE	BOUND TREE MEDICAL LLC	331004	100718 AP	11/10/2022	2-001-5-05-381	113712 EMS FIELD SUPPLIES	350.60	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	331004	100718 AP	11/10/2022	2-001-5-05-381	113712 EMS FIELD SUPPLIES	172.10	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	331004	100718 AP	11/10/2022	2-001-5-05-381	113712 EMS FIELD SUPPLIES	559.80	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	331004	100718 AP	11/10/2022	2-001-5-05-381	113712 EMS FIELD SUPPLIES	198.40	
							*** VENDOR	23537 TOTAL	1,280.90
1065	BTX	BTX KS, INC	331006	100720 AP	11/10/2022	2-001-5-07-219	INMATE X-RAYS	459.00	
30345	BUTLER KELLY	KELLY BUTLER	331007	100721 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	549.00	
25101	CANON U S	CANON U S A INC	331008	100722 AP	11/10/2022	2-001-5-19-204	1865950 CLERK'S FRONT COPIER C	163.92	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-001-5-18-301	3733122 FIBER PATCH CABLES, AD	127.10	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-001-5-18-301	3733122 FIBER PATCH CABLES, AD	415.02	
							*** VENDOR	24545 TOTAL	542.12
24029	CLARK BETT	BETTY CLARK	331010	100724 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	517.50	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	331011	100725 AP	11/10/2022	2-001-5-05-201	EMS MEDICAL DIRECTOR	1,250.00	
156	CONVERGEONE	CONVERGEONE INC	331012	100726 AP	11/10/2022	2-001-5-18-220	AOSLVCO0001 PROFESSIONAL SVCS	225.00	
591	COSTAR REALTY	COSTAR REALTY INFORMATION INC	331013	100727 AP	11/10/2022	2-001-5-23-209	REALTY DATABASE/ANALYTICS MONT	400.00	
591	COSTAR REALTY	COSTAR REALTY INFORMATION INC	331013	100727 AP	11/10/2022	2-001-5-23-209	REALTY DATABASE/ANALYTICS MONT	400.00	
591	COSTAR REALTY	COSTAR REALTY INFORMATION INC	331013	100727 AP	11/10/2022	2-001-5-23-209	REALTY DATABASE/ANALYTICS MONT	400.00	
							*** VENDOR	591 TOTAL	1,200.00
10	DH PACE	DH PACE SYSTEMS INTERGRATION	331014	100728 AP	11/10/2022	2-001-5-05-284	34393-007 ASSA 600 M802 CONTRO	888.00	
30377	DUGDALE	BARBARA DUGDALE	331015	100729 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	342.00	
30100	ELECTION WORKER	THADDEUS BRZUSTOWICZ	331016	100730 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	180.00	
30100	ELECTION WORKER	TAMA L BRZUSTOWICZ	331017	100731 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	144.00	
30100	ELECTION WORKER	CHRSTINE FRIETCHEN	331018	100732 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	72.00	
30100	ELECTION WORKER	CINDY LEWIS	331019	100733 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	324.00	
							*** VENDOR	30100 TOTAL	720.00
2900	EMS OVERPAYMENT	xxxxx xxxxxxxxL	331020	100734 AP	11/10/2022	2-001-5-05-290	REFUND TO PT - MEDICARE&BCBS P	291.68	
86	EVERGY	EVERGY KANSAS CENTRAL INC	331021	100735 AP	11/10/2022	2-001-5-07-223	ELECTRIC SERVICE TO 34 SIRENS	1,209.29	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-001-5-11-253	NOVEMBER CAMERAS	19.95	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-001-5-53-220	NOVEMBER CAMERAS	159.60	
							*** VENDOR	605 TOTAL	179.55
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	222.64	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	51.38	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	111.32	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	98.90	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	61.60	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	111.32	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	135.51	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	310.14	
971	GALLS	GALLS	331023	100737 AP	11/10/2022	2-001-5-07-350	SHERIFF UNIFORMS	184.88	
							*** VENDOR	971 TOTAL	1,287.69

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-001-5-11-253	LEAV01 OCTOBER SERVICE	16.33	
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-001-5-53-220	LEAV01 OCTOBER SERVICE	97.98	
							*** VENDOR		243 TOTAL
									114.31
30369	GROGAN SHERRI	SHERRI GROGAN	331025	100739 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	562.50	
430	HENRY CYNT	CYNTHIA HENRY	331026	100740 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	72.00	
733	HOSSINEI,SABER	SABER HOSSINEI	331027	100741 AP	11/10/2022	2-001-5-11-211	REIM MILEAGE - CAREER FAIR - L	50.63	
7904	HUBBEL LESLIE	LESLIE HUBBEL	331028	100742 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	270.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	331029	100743 AP	11/10/2022	2-001-5-11-208	RSVP8/STATE OF KS-LEAVN.CTY AT	26.00	
22614	JOLES VIRG	VIRGINIA JOLES	331030	100744 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	99.00	
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	331031	100745 AP	11/10/2022	2-001-5-19-204	DIST CT ICE MACHINE REPAIR/MAI	351.00	
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	331032	100746 AP	11/10/2022	2-001-5-19-221	9020533027 INTERPRETER (PHONE)	97.70	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	330984	100705 AP	11/08/2022	2-001-5-07-203	2023 REGISTRATION - MOLLIE HIL	10.00	
219	LCDC	LEAVENWORTH COUNTY DEVELOPMENT	331033	100747 AP	11/10/2022	2-001-5-23-203	KCADC ANNUAL MEETING	200.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,130.28	
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	330985	100706 AP	11/08/2022	2-001-5-09-203	OCTOBER MINIMUM COMMITMENT	50.00	
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	331036	100750 AP	11/10/2022	2-001-5-07-208	CUST 11684 - 12 MONTH SUB X2	479.40	
9021	LIVEVIEWGPS INC	LIVEVIEWGPS INC	331036	100750 AP	11/10/2022	2-001-5-07-208	CUST 11684 - 12 MONTH SUB X2	479.40	
							*** VENDOR		9021 TOTAL
									958.80
620	MCMILLEN JOYCE	JOYCE MCMILLEN	331037	100751 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	157.50	
595	MCMULLEN,MARY	MARY MCMULLEN	331038	100752 AP	11/10/2022	2-001-5-11-202	WICHITA & SAN DIEGO - PER DIEM	91.00	
595	MCMULLEN,MARY	MARY MCMULLEN	331038	100752 AP	11/10/2022	2-001-5-11-202	WICHITA & SAN DIEGO - PER DIEM	120.00	
595	MCMULLEN,MARY	MARY MCMULLEN	331038	100752 AP	11/10/2022	2-001-5-11-202	WICHITA & SAN DIEGO - PER DIEM	182.00	
595	MCMULLEN,MARY	MARY MCMULLEN	331038	100752 AP	11/10/2022	2-001-5-11-202	WICHITA & SAN DIEGO - PER DIEM	32.50	
595	MCMULLEN,MARY	MARY MCMULLEN	331038	100752 AP	11/10/2022	2-001-5-11-202	WICHITA & SAN DIEGO - PER DIEM	45.00	
							*** VENDOR		595 TOTAL
									470.50
533	MERCHANT MCINTYRE	MERCHANT MCINTYRE & ASSOCIATES	330986	100707 AP	11/08/2022	2-001-5-14-232	328369 GRANT SEEKING SERVICES	7,500.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	331039	100753 AP	11/10/2022	2-001-5-07-208	LCOO_K SHERIFF-COPIERS	155.45	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	331039	100753 AP	11/10/2022	2-001-5-07-208	LCOO_K SHERIFF-COPIERS	217.57	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	331039	100753 AP	11/10/2022	2-001-5-07-208	LCOO_K SHERIFF-COPIERS	166.20	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	331039	100753 AP	11/10/2022	2-001-5-07-208	LCOO_K SHERIFF-COPIERS	79.43	
							*** VENDOR		2059 TOTAL
									618.65
2590	MOCIC	MID-STATES ORGANIZED CRIME INF	330988	100709 AP	11/08/2022	2-001-5-07-203	32067 2023 MEMBERSHIP FEES - 5	250.00	
30326	MOORE ELLEN	ELLEN MOORE	331040	100754 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	648.00	
211	NACO	NATIONAL ASSOCIATION OF COUNTI	330989	100710 AP	11/08/2022	2-001-5-01-203	20103 LEAV COUNTY DUES TO 12.3	1,525.00	
766	NATIONAL S	NATL SHERIFFS' ASSN	331041	100755 AP	11/10/2022	2-001-5-07-203	MEMBERSHIP THROUGH 1/31/2024	142.00	
30379	PENEGAR JENNIFER	JENNIFER PENGAR	331042	100756 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	234.00	
30184	POWELL DIANA	DIANA POWELL	331043	100757 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	558.00	
636	RADIOLOGY SPECIALIST	RADIOLOGY SPECIALIST OF ST JOS	331044	100758 AP	11/10/2022	2-001-5-07-219	INMATE MEDICAL BILL	51.35	
816	ROOK,JOEL	LAW OFFICE OF JOEL ROOK	330991	100712 AP	11/08/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY -CONF	150.00	
816	ROOK,JOEL	LAW OFFICE OF JOEL ROOK	330991	100712 AP	11/08/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY -CONF	780.00	
816	ROOK,JOEL	LAW OFFICE OF JOEL ROOK	330991	100712 AP	11/08/2022	2-001-5-09-231	COURT APPOINTED ATTORNEY -CONF	.00	
							*** VENDOR		816 TOTAL
									930.00
30311	SMITH LYN	LYN SMITH	331046	100760 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	99.00	
30376	STANDIFORD	SHARI STANDIFORD	331047	100761 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	90.00	
176	SUR-TEC, INC	SUR-TEC, INC	331048	100762 AP	11/10/2022	2-001-5-07-208	CASPER CONNECT 3X (12 MOMNTHS	2,963.00	
261	TELEFLEX	TELEFLEX FUNDING LLC	331049	100763 AP	11/10/2022	2-001-5-05-381	1239536 IO NEEDLES (EMS)	1,115.50	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	331051	100765 AP	11/10/2022	2-001-5-19-301	1000588228 22-23 PP KS L&P CIV	662.00	
2598	TLO,LLC	TLO,LLC	331052	100766 AP	11/10/2022	2-001-5-07-208	421786 ONLINE INVESTIGATIVE SV	2,100.00	
350	TREASURER	LEAVENWORTH COUNTY	331053	100767 AP	11/10/2022	2-001-5-41-301	GIS MAPS PURCH BY APPRAISER	528.00	
30378	WAKELEY	BRENDALE WAKELEY	331054	100768 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	351.00	
2	WATER DEPT	WATER DEPT	331055	100769 AP	11/10/2022	2-001-5-05-215	WATER/SEWER EMS 9101	56.83	
2	WATER DEPT	WATER DEPT	331055	100769 AP	11/10/2022	2-001-5-05-215	WATER/SEWER EMS ADMIN	45.09	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2	WATER DEPT	WATER DEPT	330994	100715 AP	11/08/2022	2-001-5-14-220	WATER/SEWER SVC COURTHOUSE	1,306.30	
2	WATER DEPT	WATER DEPT	330994	100715 AP	11/08/2022	2-001-5-32-392	WATER/SEWER SVC JUSTICE CENTER	4,071.95	
2	WATER DEPT	WATER DEPT	330994	100715 AP	11/08/2022	2-001-5-33-392	WATER/SEWER 711 MARSHALL	40.11	
2	WATER DEPT	WATER DEPT	330994	100715 AP	11/08/2022	2-001-5-33-392	WATER/SEWER 711 MARSHALL	517.85	
							*** VENDOR		2 TOTAL
100	WITNESS LIST								
									6,038.13
									25.00
							*** VENDOR		100 TOTAL
30373	ZIEGLER KIM	KIM ZIEGLER	331059	100773 AP	11/10/2022	2-001-5-49-341	ADVANCE POLL WORKER	157.50	
							TOTAL FUND 001		83,529.44
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	331011	100725 AP	11/10/2022	2-108-5-00-280	NOVEMBER MEDICAL DIRECTOR/WELL	1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	331011	100725 AP	11/10/2022	2-108-5-00-280	NOVEMBER MEDICAL DIRECTOR/WELL	300.00	
							*** VENDOR		22543 TOTAL
									1,500.00
2	WATER DEPT	WATER DEPT	331055	100769 AP	11/10/2022	2-108-5-00-219	WATER/SEWER WIC/HEALTH	33.82	
2	WATER DEPT	WATER DEPT	331055	100769 AP	11/10/2022	2-108-5-00-606	WATER/SEWER WIC/HEALTH	11.28	
							*** VENDOR		2 TOTAL
									45.10
							TOTAL FUND 108		1,545.10
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	3,155.58	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	1,097.22	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	633.36	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	395.90	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	1,691.04	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	4,380.00-	
24545	CDW GOVERN	CDW GOVERNMENT INC	331009	100723 AP	11/10/2022	2-115-5-00-409	3773122 UPS, SWITCH MODULE, TR	20.00-	
							*** VENDOR		24545 TOTAL
									2,573.10
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-115-5-00-410	NOVEMBER CAMERAS	59.85	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-115-5-00-411	NOVEMBER CAMERAS	140.00	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-115-5-00-415	NOVEMBER CAMERAS	39.90	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-115-5-00-434	NOVEMBER CAMERAS	758.80	
							*** VENDOR		605 TOTAL
									998.55
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-115-5-00-410	LEAV01 OCTOBER SERVICE	48.99	
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-115-5-00-411	LEAV01 OCTOBER SERVICE	114.31	
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-115-5-00-415	LEAV01 OCTOBER SERVICE	32.66	
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-115-5-00-434	LEAV01 OCTOBER SERVICE	538.89	
							*** VENDOR		243 TOTAL
									734.85
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	330987	100708 AP	11/08/2022	2-115-5-00-409	OPK599_K COPIER ID#KS1561 REPL	8,525.00	
							TOTAL FUND 115		12,831.50
26730	YAC	YOUTH ACHIEVEMENT CENTER	330995	100716 AP	11/08/2022	2-121-5-00-204	P-2301-7 FY23, 1ST QTR KDOC RE	1,964.50	
							TOTAL FUND 121		1,964.50
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	330981	100702 AP	11/08/2022	2-126-5-00-225	1220762 WATER/COOLER RENTAL	42.00	
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-126-5-00-221	NOVEMBER CAMERAS	20.00	
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-126-5-00-221	LEAV01 OCTOBER SERVICE	16.33	
113	SUMNERONE INC	SUMNERONE INC	330992	100713 AP	11/08/2022	2-126-5-00-321	50COL CANON COPIER - COPIES	73.30	
							TOTAL FUND 126		151.63

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	330983	100704 AP	11/08/2022	2-127-5-00-3	CORDANT LAB SERVICES	125.00		
							TOTAL FUND 127			125.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	331039	100753 AP	11/10/2022	2-130-5-00-2	LCO0_K CCH COPIES	104.15		
							TOTAL FUND 130			104.15
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-133-5-00-229	LEAV01 OCTOBER SERVICE	425.90		
							TOTAL FUND 133			425.90
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	330981	100702 AP	11/08/2022	2-136-5-00-203	1274542 WATER/COOLER RENTAL	21.00		
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	330981	100702 AP	11/08/2022	2-136-5-00-223	1274542 WATER/COOLER RENTAL	21.00		
							*** VENDOR		1220 TOTAL	42.00
605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-136-5-00-221	NOVEMBER CAMERAS	20.00		
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-136-5-00-221	LEAV01 OCTOBER SERVICE	16.33		
113	SUMNERONE INC	SUMNERONE INC	330992	100713 AP	11/08/2022	2-136-5-00-223	5OULC08 COPIES	28.39		
113	SUMNERONE INC	SUMNERONE INC	330992	100713 AP	11/08/2022	2-136-5-00-233	5OULC08 COPIES	28.39		
							*** VENDOR		113 TOTAL	56.78
							TOTAL FUND 136			135.11
113	SUMNERONE INC	SUMNERONE INC	330992	100713 AP	11/08/2022	2-138-5-00-203	5OULC08 COPIES	56.77		
							TOTAL FUND 138			56.77
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	79.38		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	239.87		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	59.28		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	179.10		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	52.57		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING PKGING,SITE SUPPLI	158.85		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING - PACKAGING, SITE	23.52		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-00-345	CO ON AGING - PACKAGING, SITE	71.06		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-05-301	CO ON AGING PKGING,SITE SUPPLI	32.69		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-05-301	CO ON AGING PKGING,SITE SUPPLI	24.40		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-05-301	CO ON AGING PKGING,SITE SUPPLI	21.65		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-05-301	CO ON AGING - PACKAGING, SITE	9.68		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-301	CO ON AGING PKGING,SITE SUPPLI	22.10		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-301	CO ON AGING PKGING,SITE SUPPLI	16.49		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-301	CO ON AGING PKGING,SITE SUPPLI	14.63		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-301	CO ON AGING - PACKAGING, SITE	6.54		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-321	CO ON AGING PKGING,SITE SUPPLI	31.56		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-321	CO ON AGING PKGING,SITE SUPPLI	23.57		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-321	CO ON AGING PKGING,SITE SUPPLI	20.90		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-06-321	CO ON AGING - PACKAGING, SITE	9.35		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-302	CO ON AGING PKGING,SITE SUPPLI	4.67		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-302	CO ON AGING PKGING,SITE SUPPLI	3.49		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-302	CO ON AGING PKGING,SITE SUPPLI	3.09		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-302	CO ON AGING - PACKAGING, SITE	1.38		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-321	CO ON AGING PKGING,SITE SUPPLI	22.09		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-321	CO ON AGING PKGING,SITE SUPPLI	16.50		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-321	CO ON AGING PKGING,SITE SUPPLI	14.63		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	331034	100748 AP	11/10/2022	2-145-5-07-321	CO ON AGING - PACKAGING, SITE	6.54		
							*** VENDOR		4755 TOTAL	1,169.58

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
537	LEAV TIMES	CHERRYROAD MEDIA INC	331035	100749 AP	11/10/2022	2-145-5-00-209	19780 CO ON AGING MOW BENEFIT	80.00		
537	LEAV TIMES	CHERRYROAD MEDIA INC	331035	100749 AP	11/10/2022	2-145-5-00-209	19780 CO ON AGING MOW BENEFIT	80.00		
							*** VENDOR		537 TOTAL	160.00
							TOTAL FUND 145			1,329.58

408	SIGN PRO	SIGN PROFESSIONALS OF KANSAS C	331045	100759 AP	11/10/2022	2-147-5-00-3	CO ON AGING VEHICLE SIGNAGE	2,394.37		
							TOTAL FUND 147			2,394.37

605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-153-5-00-3	NOVEMBER CAMERAS	1,057.46		
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-153-5-00-3	LEAV01 OCTOBER SERVICE	312.33		
							TOTAL FUND 153			1,369.79

605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-155-5-00-403	NOVEMBER CAMERAS	200.00		
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-155-5-00-401	LEAV01 OCTOBER SERVICE	188.70		
							TOTAL FUND 155			388.70

605	FLEET HOSTER	FLEET HOSTER LLC	331022	100736 AP	11/10/2022	2-160-5-00-215	NOVEMBER CAMERAS	59.85		
243	GEOTAB	GEOTAB USA INC	331024	100738 AP	11/10/2022	2-160-5-00-215	LEAV01 OCTOBER SERVICE	48.99		
17209	REDDI SERV	REDDI SERVICES	330990	100711 AP	11/08/2022	2-160-5-00-263	OCTOBER SEPTIC SERVICE	325.00		
							TOTAL FUND 160			433.84

1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	330993	100714 AP	11/08/2022	2-174-5-00-210	CAD TO CADUNITY FOR 911 PSAPS	24,505.00		
							TOTAL FUND 174			24,505.00

1871	THERMO SCIENT	THERMO SCHIENTIFIC PORTABLE AN	331050	100764 AP	11/10/2022	2-190-5-00-3	C18183 TRUNARC (W/TRAINING & S	12,509.32		
							TOTAL FUND 190			12,509.32

1871	THERMO SCIENT	THERMO SCHIENTIFIC PORTABLE AN	331050	100764 AP	11/10/2022	2-191-5-00-3	C18183 TRUNARC (W/TRAINING & S	12,509.32		
							TOTAL FUND 191			12,509.32

26521	BRUNSON BU	BRUNSON BUILDERS INC	331005	100719 AP	11/10/2022	2-197-5-00-201	COURT SERVICES OFFICE REMODELI	10,628.77		
							TOTAL FUND 197			10,628.77

158	BLUE VA PU	BLUE VALLEY PUBLIC SAFETY INC	330980	100701 AP	11/08/2022	2-198-5-18-201	2023 SIREN MAINT AGREEMENT	15,000.00		
							TOTAL FUND 198			15,000.00

633	EILEEN M DEITMARING	EILEEN M DEITMARING TR, DENISE	330982	100703 AP	11/08/2022	2-220-5-08-400	11-2 PER PUBLIC ROW EASEMENT	1,700.00		
							TOTAL FUND 220			1,700.00

							TOTAL ALL CHECKS			183,637.79

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	83,529.44
108	COUNTY HEALTH	1,545.10
115	EQUIPMENT RESERVE	12,831.50
121	JUVENILE JUSTICE AUTHORITY	1,964.50
126	COMM CORR ADULT	151.63
127	COMM CORR ADULT NON GRANT	125.00
130	CCH PERMITS	104.15
133	ROAD & BRIDGE	425.90
136	COMM CORR JUVENILE	135.11
138	JUV INTAKE & ASSESSMENT	56.77
145	COUNCIL ON AGING	1,329.58
147	MEMORIALS (COA)	2,394.37
153	PUBLIC WORKS,EQUIP.RESERVE FUND	1,369.79
155	LSR CAPITAL EQUIP RESERVE	388.70
160	SOLID WASTE MANAGEMENT	433.84
174	911	24,505.00
190	SPECIAL LAW ENFORCE TRUST FUND	12,509.32
191	SHERIFF DRUG FORFEITURES	12,509.32
197	INK FEE FUND	10,628.77
198	SPECIAL GRANTS	15,000.00
220	CAP IMPR: RD & BRIDGE	1,700.00
	TOTAL ALL FUNDS	183,637.79

Consent Agenda 11/16/2022
Checks dated 11/5-11/10

Leavenworth County Request for Board Action

Date: November 16, 2022

To: Board of County Commissioners

From: Tammy Saldivar, Leavenworth County Solid Waste Director

Additional Reviews as needed:

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

Action Requested: Review and approve the Chairman to sign the solid waste hauling contract between Leavenworth County and N. R. Hamm Quarry LLC.

Recommendation: Approve and sign the 2023 – 2027 Solid Waste Hauling Contract with N.R. Hamm Quarry LLC.

Analysis: The Leavenworth County Solid Waste Department sent out an RFP for Solid Waste Hauling on 8/24/22 with a bid opening date of 9/8/22. N.R. Hamm Quarry LLC came in as the low bid. Hamm is our current hauler for the January 2018 – December 2022 contract and able to provide adequate service without adding additional staff overtime overall. The RFP has allowed us to place provisions to better outline the contractor responsibility and well as to address non-compliance problems before they arise with a minimal rate increase from currently \$29.61 to \$31.90. The increase in total expense estimated based on our average annual usage is \$70,990 for 2023. With the new hauling increase and the 11% inflationary adjustment for increases in budget over this year our gate rate will need to increase to \$58/ton which is still lower than the surrounding area.

Alternatives:

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments:

Contract
Bid opening results

September 8, 2022 bids were opened for the 2023 - 2027 hauling and disposal of Non-Hazardous MSW and C&D waste for Leavenworth County Transfer Station. Bids received are as follows:

2022 Hauling and Disposal Bid Opening	2023 & 2024	2025	2026	2027
HAMM	31.90*	31.90*	31.90*	31.90*
Republic Svrs.	38.55	40.09	41.70	43.36
Waste Management Option 1 no fuel surcharge	40.74	43.77	47.05	50.58
Waste Management Option 2 with fuel surcharge	39.16	42.11	45.30	48.74
*Annual adjustment to price per Bureau of Labor and Statistics COLA				

CONTRACT FOR SOLID WASTE HAULING

THIS CONTRACT ("Contract"), made and entered into this _____ day of November, 2022, is to be effective January 1, 2023 ("Effective Date") by and between Leavenworth County Solid Waste, ("Leavenworth County") and N. R. Hamm Quarry, LLC., a Kansas corporation ("Hamm").

WITNESSETH:

WHEREAS, Hamm owns and operates a solid waste disposal area in Jefferson County, Kansas (the "Landfill"), for which Hamm has been issued Permit No. 394 by the Kansas Secretary of Health and Environment; and

WHEREAS, Hamm is the sole owner of the real property on which the Landfill is located; and

WHEREAS, Hamm is in the business of transporting and disposing of non-hazardous solid waste; and

WHEREAS, Leavenworth County is in the business of operating a non-hazardous solid waste transfer station in Leavenworth County, Kansas (the "transfer station") and contracting for the final disposal of non-hazardous solid waste; and

WHEREAS, Leavenworth County desires to obtain qualified transportation and an assured solid waste disposal area for certain volumes of the solid waste it collects.

WHEREAS, Leavenworth County and Hamm agree that the rates paid to Contractor as set forth herein, will not be changed until the expiration of this Contract, unless Contractor and Leavenworth County agree otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties here to agree as follows:

1. Receipt of Solid Waste. Subject to the terms and conditions of this Contract, Hamm agrees to transport from Leavenworth County's transfer station and dispose of at the Landfill, non-hazardous Solid Waste, as that term is defined for purposes of this Agreement, which Solid Waste shall not include any Unacceptable Waste defined as (a) hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C.A. SS 6901 et seq, or its implementing regulations, 40 C.F.R. part 261 , ("RCRA") (including Kansas counterparts); and (b) any waste, including without limitation, lithium-ion batteries (including devices containing such batteries), or other materials or solvents that when transferred, transported, processed or disposed of may, because of chemical or physical characteristics, heat up, ignite, explode, react, spark or create conditions leading to smoke, fire, explosion or other chemical reaction regardless of whether such material constitutes regulated hazardous waste and regardless of whether the generator is a household, very small quantity generator, or small quantity generator as those terms are

defined in RCRA. 2. Compensation. Leavenworth County shall pay Hamm for the performance of the Contract, subject to additions and deductions hereinafter provided or subsequently agreed to in writing between the parties, the base price of Thirty-One Dollars and Ninety cents (\$31.90) for each ton of solid waste hauled and disposed of by Hamm. Said base price shall be subject to the following:

a. Consumer Price Index adjustment: Beginning in July 2023 and each year thereafter, the CPI percentage increase or decrease as calculated for the previous 12-month period shall be added to the Base Price (Thirty-One dollars and Ninety cents \$31.90 for 2023) per ton. For the purpose of this agreement the Consumer Price Index for All Urban Consumers, U.S. City Average, for all items, published by the United States Department of Labor shall be used. The new fee will be calculated by Hamm and added to the billing for July services and all services thereafter. The adjusted price will become the new base price for purposes of calculating adjustments going forward.

b. Fuel Surcharge. A fuel surcharge fee to be added to the monthly cost for hauling and disposing of waste from the Leavenworth County's Transfer Station when the price of diesel fuel exceeds the base price below. The surcharge fee is based on the following information.

Base Diesel Fuel Price \$4.82

Basis of Future Price: Average monthly price for Midwest as posted from the Energy Information Administration of the U.S. Department of Energy.

Basis of Fuel Consumption: 5.5 miles per gallon.

Miles per trip: 78

$$\frac{(\text{No. of trips}) \times (\text{Round trip miles}) \times (\text{Avg. monthly price} - \$4.82/\text{gal})}{5.5 \text{ miles/gal.}}$$

Any applicable surcharge will be calculated by Hamm and added to the monthly billing.

c. Transportation Route. Hamm will utilize the shortest practical route between the County facility and its landfill.

d. Terms of Payment. Hamm shall invoice Leavenworth County weekly or monthly for transport and disposal of Solid Waste from transfer station. Billing will be provided showing the total amount owed on an invoice, and will include all statements and tickets associated with the invoice. Invoices sent by Hamm on or before the 15th day of each month shall be paid in full by Leavenworth County no later than the 15th day of the following month or 1 ½% interest shall be assessed on a monthly basis.

3. Governmental Mandates. For the purposes of this Contract, the term "regulatory change," shall mean any change after January 1, 2023, in any applicable state, federal or local regulations, or written interpretations, directives or requests thereof or thereunder (whether or not having force of law), by any court or governmental authority charged with the interpretation or administration thereof. If, as a result of a regulatory change, the cost to Hamm for performing its obligations under this Contract is increased, then Leavenworth County shall pay Hamm, upon demand, such actual additional cost. Hamm shall notify Leavenworth County as promptly as practicable of any

event occurring after January 1, 2023, which is believes entitles Hamm to additional compensation pursuant to the paragraph. Hamm will furnish Leavenworth County with a statement setting forth the basis and amount of each such request, and such request may be of a continuing nature.

4. Hamm's Compliance with Laws. As a material inducement to enter into this Contract. Hamm hereby represents and warrants to Leavenworth County that to the best of its knowledge, Hamm is following all Requirements of Law. For purposes of this Contract, as to Hamm, "Requirements of Law" shall mean all laws, rules, regulations, ordinances, orders, judgments, or decrees applicable to Hamm's Landfill business, including, but not limited to, all jurisdictions in which Hamm is doing business, including, without limitation, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Responses, Compensation and Liability Act, the federal Clean Water Act, the federal Clean Air Act, and the federal occupational Safety and Health Act.

5. Leavenworth County's Compliance with Laws. As a material inducement to Hamm to enter into this Contract, Leavenworth County hereby represents and warrants to Hamm that to the best of its knowledge, Leavenworth County is following all Requirements of Law. For purposes of this Contract, as to Leavenworth County "Requirements of Law" shall mean all laws, rules, regulations, ordinances, orders, permits, judgments, or decrees applicable to Leavenworth County or its business, including, but not limited to, all environmental, health, and safety laws and regulations in all jurisdictions in which Leavenworth County is doing business, including, without limitation, the federal Resource Conservation and Recovery Act, the federal Comprehensive Environmental Response, Compensation and Liability Act, the federal Clean Water Act, the federal Clean Air Act, and the federal Occupational Safety and Health Act.

6. Conforming Solid Waste. Leavenworth County agrees to provide only non-hazardous solid waste to Hamm which Hamm may properly dispose of under the terms of Hamm's permit. In the event that Leavenworth County delivers solid waste that does not so comply (and that, therefore, does not constitute Solid Waste as defined in this Contract), Hamm shall have the right to reject all such non-conforming solid waste, whereupon such deliveries shall not count toward the minimum required delivery of Solid Waste by Leavenworth County under this Contract, and whereupon Leavenworth County shall be responsible for all costs incurred for the handling, transporting, and eventual disposal at another location of such non-conforming solid waste. Leavenworth County hereby indemnifies and agrees to hold Hamm harmless from any cost or expense, including attorneys' fees, in connection with the original delivery of any such non-conforming solid waste to the Landfill, or its removal from the Landfill, or its subsequent transportation and disposal at another location.

7. Description of Work by Hamm. Hamm agrees to perform the following services: (a) transport and dispose of solid waste delivered to the transfer facility in compliance with the conditions set out in the Contract, (b) provide for the disposal of Leavenworth County County's solid waste set forth herein, (c) provide all labor, equipment and maintenance necessary to perform under this Contract and comply with all state, federal or other governmental regulations, obtaining all required licenses or permits, (d) Perform such other duties or obligations as may be set forth or implied by this contract; and (e) The contractor will provide at least five (5) empty and adequate

trailers with tarps each day of operation to accommodate uninterrupted waste deposition by transfer station staff. Spare trailers will be provided to ensure adequate waste collection capacity in accordance with State regulations at no additional cost to Leavenworth County. And transport to ensure adequate transfer station performance. (f) Failure of the contractor to provide at least five (5) empty and adequate trailers each day of operation shall be considered actual damage to Leavenworth County. Contractor shall provide enough spare trailers to accommodate timely waste disposal by customers. Hamm may be assessed liquidated damages of \$1,000.00 in the event its failure to provide at least five (5) empty trailers each day of operation causes a halt and or shut down of movement of solid waste during business hours through the Transfer station. Provided, that the liquidated damages provision set forth in this agreement shall come into effect only in the event that operations of the transfer station are interrupted due to lack of five (5) available Hamm trailers on site during the days of operation.

8. Description of Work by Leavenworth County. Leavenworth County agrees to perform the following services: (a) provide all employees, equipment and vehicles necessary for the operation of the transfer station, (b) Timely notify Hamm of necessary trailer deliveries, (c) provide for all loading of Leavenworth County County's solid waste, (d) perform necessary trailer shuttling on or around transfer facility property, (e) perform trailer tarping and trailer staging duties. In the event the County decides to provide county residents a day, week or month to dispose MSW, including bulk MSW, at the Transfer Station free of charge or at reduced rates, County shall provide Operator thirty (30) days' notice prior to such period so that scheduling of additional transport equipment may be arranged to avoid waste build up in the Transfer Station. Costs for temporary trailer rental necessary to perform the contract during periods of free or reduced cost rates for county residents where waste volumes are extraordinarily high, such extraordinary waste deliveries shall be documented by Hamm and Leavenworth County notified and invoiced for such trailer rental costs necessary to accommodate the waste volumes generated during such periods of free or reduced cost rates.

9. Weighing of Trailers/Minimum Loads/Annual Tonnage. All trailers shall be weighed at the Landfill by Hamm. The parties agree that the weights computed at the Sanitary Landfill shall be conclusive if the scales have been calibrated within the immediately preceding twelve (12) months. Hamm's transport equipment shall be loaded by Leavenworth County in a manner such that gross and axle weights of the transport equipment do not exceed the limits set forth in United States and Kansas transportation regulations. Hamm agrees that no additional items shall be added subsequent to weighing. Any overweight's or other violations incurred as a result of Leavenworth County operations shall be the responsibility of Leavenworth County. The County shall load trailers with a minimum payload of twenty-two (22) tons. Hamm shall invoice the County a minimum of twenty-two (22) tons multiplied by the then applicable price per ton for each payload delivered to the landfill. The trailers provided by Hamm shall be of dimensions that are of standard width, of a height not less than thirteen (13) feet as measured from the ground and a length of not less than forty-nine (49) feet. In the event a trailer is supplied by Hamm which is smaller than the foregoing specifications, the solid waste delivered by that trailer shall be changed only for the weight delivered. Should the minimum annual volume of solid waste be less than 31,000 tons per year, Hamm will bill the County 50% of the then applicable rate for each ton less than 31,000 tons.

10. Equipment Damage. Leavenworth County, at its expense, shall be responsible for the full cost of repair or replacement of Hamm's trailers damaged while such equipment is in the care, custody and control of the Leavenworth County other than damage caused by acts of God, including tornado, floods, etc. Once the trailer is taken into possession by the employee or agent of Hamm for transportation purposes, the responsibility of Leavenworth County shall cease unless Unacceptable Waste causes trailer damage while in transport to the landfill. In the event that Hamm's equipment sustains documented damage under this provision, Leavenworth County shall be notified and invoiced for repair costs and damage. Costs for temporary trailer rental necessary to perform the contract during periods when a trailer has been damaged or destroyed while in the care, custody and control of the County, while a trailer is repaired or replaced, shall be documented by Hamm and the County notified and invoiced for such costs. The County will review such documentation and costs for their necessity and reasonableness. In the event of disagreement regarding the costs, the parties will meet and confer to resolve differences.

11. Delivery Schedules. The disposal site shall receive solid waste Monday through Saturday from 8:00 a.m. to 5:00 p.m. Other than Sundays, the disposal site shall be closed to receiving waste on the following days: Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July, Memorial Day, Labor Day, Martin Luther King, Jr., President's Day, Juneteenth, Columbus Day, and Veterans Day. Aforementioned holidays that fall on a Sunday shall be observed on the generally recognized weekday. The parties agree to provide to each other not less than thirty (30) advance notice of any change to the holidays days off for operation of the County facility and the landfill operated by Hamm.

12. Term and Termination of Contract. The term of this Contract shall commence on January 1, 2023, and run through December 31, 2024 and shall automatically renew for three one (1) terms unless terminated as provided herein.

(a) Termination by Leavenworth County. That this Contract may be terminated by Leavenworth County by giving notice to Hamm in writing as prescribed in this Contract not later than ninety (90) days in advance of December 31, 2024 or 90 days in advance of December 31 in any subsequent year.

(b) Termination by Hamm. That this Contract may be terminated by Hamm by giving notice to the Leavenworth County in writing as prescribed in this Contract not later than ninety (90) days in advance of December 31, 2024 or 90 days in advance of December 31 in any subsequent year.

13. Events of Default. Any one of the following events shall be an "Event of Default" under this Contract: (i) failure of Leavenworth County to honor any properly payable invoice from Hamm when due hereunder; or (ii) either Hamm or Leavenworth County shall fail to observe any covenant or Contract contained in this Contract and such failure shall continue unremediated for a period of thirty (30) calendar days following the earlier of the date on which Hamm, or Leavenworth County as the case may be, has actual knowledge of such failure, or the date Hamm, or Leavenworth County, as the case may be, receives written notice from the party specifying such failure.

In the event that an Event of Default occurs with respect to Leavenworth County, Hamm's sole remedy shall be the right to terminate this Contract, and to receive payment for all outstanding invoices for Solid Waste that was delivered prior to the termination of this Contract.

Except as otherwise provided for herein, in the event that an Event of Default occurs with respect to Hamm, Leavenworth County's sole remedy shall be the right to terminate this Contract.

14. Insurance and Performance Bond. Hamm shall provide comprehensive general liability insurance as to accidental loss, injury, or damage at the transfer facility, in the operation of vehicles utilized by the Operator in the performance of this Contract, in an amount not less than One Million Dollars (\$1,000,000.00) and Worker's Compensation coverage with statutory limits.

15. Indemnification. (a) Leavenworth County shall indemnify, save harmless, and defend Hamm against all third-party liabilities, claims, lawsuits, losses, penalties, and fines (including reasonable attorneys' fees and expenses), for bodily injury or death, or property damage, arising from (1) any negligent or willful act or omission of Leavenworth County, its employees or agents, in the performance of this Contract, and (2) any environmental contamination or liability related to Excluded Waste.

(b) Hamm shall indemnify, save harmless, and defend Leavenworth County against all liabilities, claims, lawsuits, losses, penalties, and fines (including reasonable attorneys' fees and expenses), for bodily injury or death, or property damage, in connection with, that may arise out of or resulting from (1) any negligent or willful act or omission of Hamm, its employees or agents, in the performance of this Contract, and (2) any environmental contamination or liability related to Hamm's performance under this Contract.

16. Insurance. (a) Both parties will maintain the following types and amounts of insurance at all times during the term of this Contract for their respective operations:

- (i) Workers' Compensation per statute and Employer's Liability Insurance with a limit of not less than \$1,000,000 per occurrence;
- (ii) General Liability Insurance with a limit of not less than \$2,000,000 per occurrence (bodily injury and property damage combined);
- (iii) Automobile Liability Insurance on all motor vehicles owned, hired, or non-owned with a combined single limit (bodily injury and property damage) of not less than \$1,000,000; and
- (iv) Such liability coverage shall be primary and non-contributory.

Certificates of Insurance and Endorsements evidencing the above coverage shall be submitted to the other party before the Effective Date of this Contract and upon the request of any party thereafter.

17. Assignment. Neither Hamm nor Leavenworth County may transfer, pledge, or assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other party.

18. Force Majeure. Performance under this Contract, other than the obligation to make payments of money due, shall be suspended in the event such performance is prevented by strikes, work stoppages, fires, floods, hurricanes, storms, bad weather, tornadoes, lightning, explosions, acts of God or the public enemy, mechanical breakdowns or casualties beyond the control of the parties, whether similar or dissimilar; provided, however, that in the event any delay in one party's performance due to Force Majeure continues for sixty (60) days, the other party may terminate this Contract upon sixty (60) days prior written notice.

19. Independent Contractor. In performing the services hereunder, each party shall be considered an independent contractor, and not a partner, employee, or agent, of the other party.

20. Governing Law. This Contract shall be deemed to be a contract made under the laws of the State of Kansas, without giving effect to the choice-of-law principles thereof. Jurisdiction and venue for any legal action commenced to enforce the terms of this contract shall be in Leavenworth County, Kansas, District Court.

21. Notices. Any notices or other communications required under this contract shall be in writing, shall be deemed to have transmission, or if mailed, shall be deemed to have been given and in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, to the following address:

N. R. Hamm Quarry, LLC.
Attn: Charlie Sedlock
609 Perry Place
Perry, KS 66073
TEL 785-597-5111
FAX 785-597-5117

Leavenworth County
Attn: County Clerk
300 Walnut
Leavenworth County, KS 66048
TEL 931-684-0421
FAX 931-680-1489

or at such other place or places or to such other person or persons as shall be designated in writing by the parties to this Contract in the manner herein provided.

22. Entire Contract; Amendment. This Contract contains the entire Contract between the parties with respect to the transactions contemplated hereby. This Contract may be amended only by a Contract in writing executed by the parties hereto.

23. Severability. In the event that any provision of this contract is found by a court or tribunal having jurisdiction over the interpretation or enforcement of this contract to be invalid or unenforceable, all other terms and provisions of this contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first above written.

N.R. HAMM QUARRY, LLC.

Charlie Sedlock

BOARD OF COUNTY COMMISSIONERS
LEAVENWORTH COUNTY, KANSAS

Mike Smith, Chairman