

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

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

***Regular Meeting Agenda***  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
November 4, 2020  
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.

V. ADMINISTRATIVE BUSINESS:

- a) Expenditures related to an investigation in an amount not to exceed \$72,750.00.

VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of October 28, 2020
- b) Approval of the schedule for the week November 9, 2020
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve and authorize the chairman to sign the donation agreement for St. Luke's Cushing Hospital.
- b) Consider a motion to adopt the proposed pay plan for EMS technicians.
- c) Consider a motion to table Resolution 2020-25, Tri Hull Crane to a date in January 2021.
- d) Consider a motion to approve Resolution 2020-43, a special use permit for McLouth Ornamental Iron and Farm Repair, subject to all conditions.
- e) Consider a motion to approve Resolution 2020-44, amending the current policy for the closure or restriction of travel upon certain county roads, repealing Resolution 2019-20.
- f) Consider a motion to approve the 2021 dust control request form.
- g) Consider a motion to accept the proposal by ARUP to conduct a feasibility study for the Eastern Gateway Bridge in an amount not exceed \$100,000.
- h) Consider a motion to secure outside counsel with Ballard and Spahr for the Eastern Gateway Bridge project in an amount not to exceed \$75,000.

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

**WORK SESSION IMMEDIATELY FOLLOWING REGULAR MEETING TO  
DISCUSS PROFESSIONAL REVIEW FEES**

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 2, 2020

Tuesday, November 3, 2020

Wednesday, November 4, 2020

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

Thursday, November 5, 2020

Friday, November 6, 2020

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



Helping you get from where you are to where you want to

October 27, 2020

Leavenworth County Sheriff  
Justice Center  
601 S 3rd St #2007  
Leavenworth, KS 66048

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Leavenworth County.

We will apply the agreed-upon procedures listed below that were specified and agreed to by the Leavenworth County Sheriff (Sheriff) on certain required operations and duties of the County Treasurer (subject matter) as noted below for the years ending December 31, 2018 through December 31, 2020. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of Sheriff and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

- **Procedure one:** We will obtain the historical bank reconciliations conducted as of December 31, 2018 and 2019 and assess whether these reconciliations were completed accurately and timely in accordance with the County Treasurer's duties. We will also obtain the upcoming reconciliations as of December 31, 2020 for all bank accounts of Leavenworth County, and assess whether the bank and book balances are in agreement for all three years listed. We will select a sample of the monthly reconciliations of the County Treasurer's Office throughout this three-year period to assess whether the reconciliations were completed accurately and timely in accordance with the County Treasurer's duties. If there are discrepancies or violations of Kansas statutes that are noticed during our assessment of the reconciliation process, we will notify the Sheriff of these discrepancies or statutory violations.
  
- **Procedure two:** We will obtain the fixed asset listing and select a sample of transactions to compare the fixed assets listed on the fixed asset inventory listing to the fixed assets physically present at the County's facilities. We will obtain and read the internal control procedures that are in place over the fixed asset inventory, provide suggestions for improvements and notify the Sheriff of any fixed asset discrepancies. If any violations of Kansas statutes are noticed during these comparisons or of the fixed asset inventory processes themselves, we will notify the Sheriff of these noted statutory violations.

**Hutchinson Office**  
200 N. Main  
Hutchinson, KS 67504  
620.662.3358

**McPherson Office**  
123 S. Main  
McPherson, KS 67460  
620.241.1826

**Newton Office**  
3179 N. Main Ste. A  
North Newton, KS 67117  
316.282.9905

**Wichita Office**  
220 W. Douglas, Ste. 300  
Wichita, KS 67202  
316.265.5600

[www.sjhl.com](http://www.sjhl.com)

- **Procedure three:** We will confirm and summarize the significant revenue and expenditures coming through the Special Auto function of the County Treasurer's operations of Leavenworth County. If any discrepancies or violations of Kansas statutes are noticed during this confirmation and summarization process, we will notify the Sheriff of these noted discrepancies or statutory violations.
- **Procedure four:** We will obtain and read the County Treasurer's investment policies and procedures. We will select a sample of investment transactions and assess whether statutory procedures are being followed for investments and depository coverage requirements over the investment balances of the County Treasurer's functions for the calendar years ended December 31, 2018, 2019 and 2020. If any discrepancies or violations of Kansas statutes are noticed during this process, we will notify the Sheriff of these noted discrepancies or statutory violations.
- **Procedure five:** Obtain the reconciliation for the county tax roll and assess the accounting in the general ledger for tax sales, according to the regulatory requirements checklist provided by the Kansas Municipal Audit and Accounting guide (KMAAG). Observe whether the county tax roll reconciliation confirms a large percentage of the county's revenues for completeness and accuracy. If any discrepancies or violations of Kansas statutes are noticed during this reconciliation process, we will notify the Sheriff of these noted discrepancies or statutory violations.

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on the agreed upon procedures listed above. In addition, we have no obligation to perform any procedures beyond those listed above.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Leavenworth County Sheriff. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of Leavenworth County Sheriff and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the subject matter that comes to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the subject matter, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for the subject matter and that it is in accordance with information required to complete the County Treasurer's duties contained within the subject matter; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the subject matter. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agree-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the subject matter in accordance with all applicable laws and regulations.

D. Scot Loyd is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures on approximately November 2, 2020 and, unless unforeseeable problems are encountered, the engagement should be completed by February 26, 2021. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the agreed upon procedures listed above regarding the activities of the County Treasurer's office procedures in accordance with Kansas State Statutes.

We estimate that our fees for these services will range from \$52,500 to \$72,750 at our standard consulting rates. Travel and other out-of-pocket costs such as report production, word processing, postage, etc. will be included in the above fee range. The fee estimate is based on anticipated cooperation from your personnel and elected officials of Leavenworth County and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 or more days overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

*Swindoll, Janzen, Hawk & Loyd, LLC*

Swindoll, Janzen, Hawk & Loyd, LLC

D. Scot Loyd, CPA, CGFM, CFE, CGMA

RESPONSE:

This letter correctly sets forth the understanding of the Leavenworth County Commission Chairman:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



\*\*\*\*\*October 28, 2020 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday October 28, 2020. Commissioner Smith, Commissioner Culbertson, Commissioner Schimke and Commissioner Stieben are present; Commissioner Kaaz is present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Ken Boone, Oschner, Hare & Hare; Bill Petrie, Teana Hundley, Arlen Briggs, Adele Ducharme, Jeremy Bechtold, Patrick Altenhofen, Michael O'Brien, John Richmeier, Leavenworth Times

Residents: Joe Herring, John Matthews

PUBLIC COMMENT:

Joe Herring commented about an agenda item.

ADMINISTRATIVE BUSINESS:

David Van Parys requested the appointment of a temporary chairperson for the purpose of signing a subdivision plat that was previously approved.

***A motion was made by Commissioner Schimke and seconded by Commissioner Stieben to appointment Commissioner Culbertson as interim chairperson.***

***Motion passed, 3-0, Commissioners Smith and Culbertson abstained.***

Commissioner Kaaz requested to remove the check register from the consent agenda.

***A motion was made by Commissioner Schimke and seconded by Commissioner Culbertson to approve the consent agenda for Wednesday, October 28, 2020 minus the check registry.***

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

***A motion was made by Commissioner Schimke and seconded by Commissioner Culbertson to approve the check registry.***

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

Adele Ducharme, CEO of St. Luke's Hospital announced the donation of the property of St. Luke's Cushing Hospital to the County.

Arlene Briggs with the St. Luke's Foundation indicated the Foundation wanted to see the building go to the medical benefit of the community.

***A motion was made by Commissioner Schimke and seconded by Commissioner Culbertson to accept the donation of St. Luke's Cushing Hospital.***

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

The Board recessed briefly for pictures.

Bill Noll requested approval of Resolution 2020-42, the placement of a stop sign at the intersection of 246<sup>th</sup> Street and Knight Road.

***A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to approve Resolution 2020-42.***

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

Mr. Noll requested the Board to accept the bid from King's Construction on the Eisenhower Road project.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Stieben to leave the sidewalks out and pay half for the stop light and award the low bid to King's Construction.***

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

Krystal Voth requested approval of Resolution 2020-41, adopting 2020 Leavenworth County Comprehensive Plan.

It was the consensus of the Board to amend the islands currently identified as residential five acres would be changed to residential 2.5 acre minimum south of McLouth Rd to Sandusky down to Evans Road.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Schimke to approve Resolution 2020-41, adopting the 2020 Leavenworth County Comprehensive Plan to include the annual review and the updates that were discussed.***

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

Commissioner Kaaz encouraged everyone to vote early.

It was the consensus of the Board to move the meeting for November 11<sup>th</sup> to November 10<sup>th</sup> in observance of Veteran's Day.

***A motion was made by Commissioner Stieben and seconded by Commissioner Culbertson to adjourn.***

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

The Board adjourned at 10:33 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, November 9, 2020**

**Tuesday, November 10, 2020**

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

**Wednesday, November 11, 2020 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERAN'S DAY**

**Thursday, November 12, 2020**

11:30 a.m. LCDC meeting via Zoom

**Friday, November 13, 2020**

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#					
2541	BEST PLUMBING SPECIA	BEST PLUMBING SPECIALTIES,INC	316396	89923 AP	10/29/2020	0-001-5-07-357	65483 JAIL PLUMBING SUPPLIES	94.36	
1523	BOB BARKER	BOB BARKER CO INC	316398	89925 AP	10/29/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	2,960.04	
1523	BOB BARKER	BOB BARKER CO INC	316398	89925 AP	10/29/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	12.65	
1523	BOB BARKER	BOB BARKER CO INC	316398	89925 AP	10/29/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	459.80	
1523	BOB BARKER	BOB BARKER CO INC	316398	89925 AP	10/29/2020	0-001-5-07-359	LEAKS4 JAIL SUPPLIES	117.00	
							*** VENDOR		
							1523 TOTAL		3,549.49
24545	CDW GOVERN	CDW GOVERNMENT INC	316402	89929 AP	10/29/2020	0-001-5-07-362	3773122 LAPTOP FOR PATROL	792.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-02-301	CLERK:ENVELOPES,WEBCAM	40.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-202	EMS FIELD SUPPLY,UNIFORMS,RED	25.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-202	EMS VEH MAINT,BLDG MAINT, FIEL	187.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-209	EMS FIELD SUPPLY,UNIFORMS,RED	37.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-212	EMS FIELD SUPPLY,UNIFORMS,RED	49.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-216	EMS FIELD SUPPLY,UNIFORMS,RED	448.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-282	EMS FIELD SUPPLY,UNIFORMS,RED	329.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-283	EMS FIELD SUPPLY,UNIFORMS,RED	279.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-301	EMS FIELD SUPPLY,UNIFORMS,RED	485.48	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-306	EMS VEH MAINT,BLDG MAINT, FIEL	2,430.12	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-306	EMS VEH MAINT,BLDG MAINT, FIEL	27.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-350	EMS FIELD SUPPLY,UNIFORMS,RED	3,695.01	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-350	EMS VEH MAINT,BLDG MAINT, FIEL	28.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-381	EMS FIELD SUPPLY,UNIFORMS,RED	9,609.04	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-381	EMS VEH MAINT,BLDG MAINT, FIEL	84.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-383	EMS VEH MAINT,BLDG MAINT, FIEL	27.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-05-383	EMS VEH MAINT,BLDG MAINT, FIEL	156.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-202	APA CONF (TRAINING) VOTH, COMM	387.19	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-219	APA CONF (TRAINING) VOTH, COMM	101.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-219	APA CONF (TRAINING) VOTH, COMM	377.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-219	APA TNG, OFC SUPPLY, SAFETY AW	152.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-219	APA TNG, OFC SUPPLY, SAFETY AW	203.80	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-06-301	APA TNG, OFC SUPPLY, SAFETY AW	11.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-202	SHERIFF:PRISONER HEALTH,UNIFOR	35.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-202	SHERIFF:PRISONER HEALTH,UNIFOR	75.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-219	SHERIFF:JAIL,PRISONER HEALTH,O	349.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-219	SHERIFF:PRISONER HEALTH,UNIFOR	1,155.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-219	SHERIFF:PRISONER HEALTH,UNIFOR	484.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-251	SHERIFF:PRISONER HEALTH,UNIFOR	27.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-301	SHERIFF:JAIL,PRISONER HEALTH,O	129.39	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-301	SHERIFF:PRISONER HEALTH,UNIFOR	5.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-301	SHERIFF:PRISONER HEALTH,UNIFOR	12.37	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-350	SHERIFF:PRISONER HEALTH,UNIFOR	1,462.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-354	SHERIFF:JAIL,PRISONER HEALTH,O	45.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-356	SHERIFF:PRISONER HEALTH,UNIFOR	138.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-357	SHERIFF:JAIL,PRISONER HEALTH,O	275.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-357	SHERIFF:PRISONER HEALTH,UNIFOR	54.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-359	SHERIFF:JAIL,PRISONER HEALTH,O	388.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-359	SHERIFF:PRISONER HEALTH,UNIFOR	74.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-359	SHERIFF:PRISONER HEALTH,UNIFOR	54.08	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-359	SHERIFF:PRISONER HEALTH,UNIFOR	47.32	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-07-362	SHERIFF:PRISONER HEALTH,UNIFOR	87.41	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-09-203	KANSAS REGISTRATIONS MARRS/VAN	175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-09-203	KANSAS REGISTRATIONS MARRS/VAN	175.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-11-301	CO ATTY : SUPPLIES	502.65	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-11-301	CO ATTY : SUPPLIES	716.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-14-340	FLEETHOSTER 25 CAMERAS/CAPS/OC	6,250.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-14-340	FLEETHOSTER 25 CAMERAS/CAPS/OC	187.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-14-340	FLEETHOSTER 25 CAMERAS/CAPS/OC	625.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-14-340	FLEETHOSTER 25 CAMERAS/CAPS/OC	85.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-19-217	DIST CT PUBLIC NOTICE	120.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-19-301	DIST CT KSA SUPPLEMENTS, JUDIC	104.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-19-301	DIST CT KSA SUPPLEMENTS, JUDIC	38.47	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-19-301	DIST CT KSA SUPPLEMENTS, JUDIC	926.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-19-301	DIST CT KSA SUPPLEMENTS, JUDIC	239.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-28-212	HR SUPPLIES, TESTING	150.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-28-301	HR SUPPLIES, TESTING	59.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-213	B&G JC,CH,HD,MOWING EQUIP,MATE	1,080.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-297	B&G JC,CH,HD,MOWING EQUIP,MATE	60.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-301	HERKEN:JC BLDG MAINT,SAFETY,XF	19.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-312	B&G JC,CH,HD,MOWING EQUIP,MATE	1,240.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-312	HERKEN:JC BLDG MAINT,SAFETY,XF	322.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-314	HERKEN:JC BLDG MAINT,SAFETY,XF	29.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-315	HERKEN:JC BLDG MAINT,SAFETY,XF	24.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-316	HERKEN:JC BLDG MAINT,SAFETY,XF	138.59	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-317	TOMLIN:JC BLDG MAINT, EMS COMM	150.76	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-320	B&G JC,CH,HD,MOWING EQUIP,MATE	149.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-322	HERKEN:JC BLDG MAINT,SAFETY,XF	10.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-383	B&G JC,CH,HD,MOWING EQUIP,MATE	93.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-383	HERKEN:JC BLDG MAINT,SAFETY,XF	203.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-390	B&G JC,CH,HD,MOWING EQUIP,MATE	709.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-391	B&G JC,CH,HD,MOWING EQUIP,MATE	598.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-31-416	B&G JC,CH,HD,MOWING EQUIP,MATE	3,403.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-296	B&G JC,CH,HD,MOWING EQUIP,MATE	1,372.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-296	HERKEN:JC BLDG MAINT,SAFETY,XF	25.71	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-391	B&G JC,CH,HD,MOWING EQUIP,MATE	94.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-391	HERKEN:JC BLDG MAINT,SAFETY,XF	1,069.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-391	GOETZ:JC BULIDING MAINT SUPPLY	563.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-32-391	TOMLIN:JC BLDG MAINT, EMS COMM	17.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-41-201	APPRAISER,OFFICE/COMPUTER SUPP	23.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-41-301	APPRAISER,OFFICE/COMPUTER SUPP	34.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-41-371	APPRAISER,OFFICE/COMPUTER SUPP	1,753.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-49-341	GENERAL ELECTION - FOOD FOR WO	53.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-49-341	GENERAL ELECTION - FOOD FOR WO	58.15	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-49-342	B&G:CONCRETE/BIT/REBAR-INSTALL	12.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-49-342	B&G:CONCRETE/BIT/REBAR-INSTALL	44.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-001-5-82-301	APA TNG, OFC SUPPLY, SAFETY AW	50.00	
*** VENDOR								648 TOTAL	47,767.13
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-001-5-14-220	ELEC SVC COURTHOUSE	8,804.19	
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-001-5-53-219	ELEC SVC NOXIOUS WEED	213.11	
*** VENDOR								86 TOTAL	9,017.30
1011	FEDEX	FEDEX	316406	89933 AP	10/29/2020	0-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	42.56	
4465	GRONIS	GRONIS HARDWARE INC	316410	89937 AP	10/29/2020	0-001-5-07-357	JAIL MAINT/HARDWARE, KEYS FOR	25.78	
4465	GRONIS	GRONIS HARDWARE INC	316410	89937 AP	10/29/2020	0-001-5-07-357	JAIL MAINT/HARDWARE, KEYS FOR	51.15	
4465	GRONIS	GRONIS HARDWARE INC	316410	89937 AP	10/29/2020	0-001-5-07-357	JAIL MAINT/HARDWARE, KEYS FOR	4.58	
*** VENDOR								4465 TOTAL	81.51
191	HOME DEPOT	HOME DEPOT USA	316412	89939 AP	10/29/2020	0-001-5-07-355	1137682 HAND SANTIZER DISPENSE	32.04	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
191	HOME DEPOT	HOME DEPOT USA	316412	89939 AP	10/29/2020	0-001-5-07-355	1137682 HAND SANTIZER DISPENSE	10.68	
							*** VENDOR	191 TOTAL	42.72
236	INTERPRETERS	INTERPRETERS INC	316413	89940 AP	10/29/2020	0-001-5-19-221	INTERPRETER 8/19/20 2020CR205	169.45	
1525	JAY'S UNIF	JAY'S UNIFORM	316414	89941 AP	10/29/2020	0-001-5-07-350	SHF UNIFORMS	240.26	
1525	JAY'S UNIF	JAY'S UNIFORM	316414	89941 AP	10/29/2020	0-001-5-07-350	SHF UNIFORMS	264.82	
1525	JAY'S UNIF	JAY'S UNIFORM	316414	89941 AP	10/29/2020	0-001-5-07-350	SHF UNIFORMS	139.73	
							*** VENDOR	1525 TOTAL	644.81
19	KANSAS TUR	KANSAS TURNPIKE AUTHORITY	316417	89944 AP	10/29/2020	0-001-5-07-211	646068-1456397 REPLACED WINDSH	44.50	
251	KC PATHOLOGY PA	KC PATHOLOGY PA	316418	89945 AP	10/29/2020	0-001-5-07-219	INMATE MEDICAL BILL	160.29	
259	KEYWEST TECH	KEYWEST TECHNOLOGY INC	316419	89946 AP	10/29/2020	0-001-5-18-254	KIOSK SOFTWARE	295.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-301	JAIL AND SHF OFFICE SUPPLIES	21.66	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-301	JAIL AND SHF OFFICE SUPPLIES	90.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-359	JAIL AND SHF OFFICE SUPPLIES	60.42	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-359	JAIL AND SHF OFFICE SUPPLIES	750.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-359	JAIL AND SHF OFFICE SUPPLIES	22.50	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-359	JAIL AND SHF OFFICE SUPPLIES	116.80	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-07-359	JAIL AND SHF OFFICE SUPPLIES	116.80	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	316425	89952 AP	10/29/2020	0-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	58.45	
							*** VENDOR	4755 TOTAL	1,236.63
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	41.40	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	27.90	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	27.90	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	18.45	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	46.55	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	42.50	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	47.45	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	21.15	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-001-5-06-218	ACCT 267 PUB NOTICES,RESOLUTIO	21.15	
							*** VENDOR	537 TOTAL	294.45
224	PROVIDENCE	PRIME HEALTHCARE SERVICES	316430	89957 AP	10/29/2020	0-001-5-07-219	INMATE HOSPITAL BILLS	1,541.17	
224	PROVIDENCE	PRIME HEALTHCARE SERVICES	316430	89957 AP	10/29/2020	0-001-5-07-219	INMATE HOSPITAL BILLS	1,581.21	
							*** VENDOR	224 TOTAL	3,122.38
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-301	8333027 JAIL, SHF OFFICE/JANIT	51.83	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-301	8333027 JAIL, SHF OFFICE/JANIT	18.40	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-301	8333027 JAIL, SHF OFFICE/JANIT	191.17	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-355	8333027 JAIL, SHF OFFICE/JANIT	5.70	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-355	8333027 JAIL, SHF OFFICE/JANIT	65.84	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-355	8333027 JAIL, SHF OFFICE/JANIT	26.48	
7098	QUILL CORP	QUILL CORP	316431	89958 AP	10/29/2020	0-001-5-07-359	8333027 JAIL, SHF OFFICE/JANIT	62.04	
							*** VENDOR	7098 TOTAL	421.46
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-203	REIM DUES, FUEL, BOOTS, CITZ A	20.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-203	REIM DUES, FUEL, BOOTS, CITZ A	25.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-218	REIM MEALS/LODGING - PRISONER	198.85	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-218	REIM MEALS/LODGING - PRISONER	44.05	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-351	REIM DUES, FUEL, BOOTS, CITZ A	130.00	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-07-354	REIM DUES, FUEL, BOOTS, CITZ A	24.93	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-14-332	REIM DUES, FUEL, BOOTS, CITZ A	93.01	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-14-332	REIM DUES, FUEL, BOOTS, CITZ A	36.30	
6148	SHERIFF	LEAV CO SHERIFF DEPT	316433	89960 AP	10/29/2020	0-001-5-14-332	REIM DUES, FUEL, BOOTS, CITZ A	40.00	
							*** VENDOR	6148 TOTAL	612.14
2048	SPS VAR LLC	SPS VAR LLC	316434	89961 AP	10/29/2020	0-001-5-18-254	ISERIES HARDWARE/SOFTWARE MAIN	2,185.00	
248	SUMMIT FOOD	ELIOR, INC	316435	89962 AP	10/29/2020	0-001-5-07-261	C741000 INMATE MEALS	5,128.08	

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TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
248	SUMMIT FOOD	ELIOR, INC	316435	89962 AP	10/29/2020	0-001-5-07-261	C741000 INMATE MEALS	4,996.20		
248	SUMMIT FOOD	ELIOR, INC	316435	89962 AP	10/29/2020	0-001-5-07-261	C741000 INMATE MEALS	5,215.24		
248	SUMMIT FOOD	ELIOR, INC	316435	89962 AP	10/29/2020	0-001-5-07-261	C741000 INMATE MEALS	5,176.15		
248	SUMMIT FOOD	ELIOR, INC	316435	89962 AP	10/29/2020	0-001-5-07-261	C741000 INMATE MEALS	5,171.06		
							*** VENDOR		248 TOTAL	25,686.73
25646	SUNFLOWER	SUNFLOWER EMBROIDERY LLC	316436	89963 AP	10/29/2020	0-001-5-05-350	EMS UNIFORM EMBROIDERY	248.00		
176	SUR-TEC, INC	SUR-TEC, INC	316437	89964 AP	10/29/2020	0-001-5-07-208	CASPER CONNECT 3X 12 MONTHS (T	2,963.00		
2390	UNITED IMAGING	UNITED IMAGING	316439	89966 AP	10/29/2020	0-001-5-07-219	INMATE MEDICAL BILL	34.42		
112	ZECK FORD	ZECK FORD	316442	89969 AP	10/29/2020	0-001-5-07-218	CUST 11707 VEH MAINT UNIT 124	69.20		
							TOTAL FUND 001			99,575.48
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-104-5-00-212	CO ATTY: PLAQUE	45.00		
							TOTAL FUND 104			45.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-213	HEALTH CONTRACTUAL, PP, PHEP, WIC	31.98		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-219	HEALTH CONTRACTUAL, PP, PHEP, WIC	290.68		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-219	HEALTH DEPT AT&T	185.58		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-280	HEALTH CONTRACTUAL, PP, PHEP, WIC	1,492.56		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-301	HEALTH CONTRACTUAL, PP, PHEP, WIC	228.69		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-384	HEALTH CONTRACTUAL, PP, PHEP, WIC	1,099.30		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-601	HEALTH CONTRACTUAL, PP, PHEP, WIC	97.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-606	HEALTH CONTRACTUAL, PP, PHEP, WIC	228.65		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-606	HEALTH DEPT: WIC ZOOM, BREASTF	359.14		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-108-5-00-610	HEALTH DEPT: TEEN PREGNANCY	1,325.09		
							*** VENDOR		648 TOTAL	5,339.22
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	316421	89948 AP	10/29/2020	0-108-5-00-280	PRENATAL CLINICAL SERVICES	1,800.00		
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	316421	89948 AP	10/29/2020	0-108-5-00-280	PRENATAL CLINICAL SERVICES	1,800.00		
							*** VENDOR		1629 TOTAL	3,600.00
6539	MTI SECURITY	MTI SECURITY	316428	89955 AP	10/29/2020	0-108-5-00-219	17026274 2465 MONITORING TO 12	60.00		
							TOTAL FUND 108			8,999.22
6724	AMERICAN M	AMERICAN MICRO CO	316393	89920 AP	10/29/2020	0-115-5-00-405	TONR/MICROFILM MACHINES	6,315.00		
24545	CDW GOVERN	CDW GOVERNMENT INC	316381	89911 AP	10/26/2020	0-115-5-00-405	REG OF DEEDS- COMPUTER 3773122	130.08		
24545	CDW GOVERN	CDW GOVERNMENT INC	316402	89929 AP	10/29/2020	0-115-5-00-409	3773122 DISPLAY, UPS, ACCESS P	135.09		
24545	CDW GOVERN	CDW GOVERNMENT INC	316402	89929 AP	10/29/2020	0-115-5-00-409	3773122 DISPLAY, UPS, ACCESS P	72.01		
24545	CDW GOVERN	CDW GOVERNMENT INC	316402	89929 AP	10/29/2020	0-115-5-00-409	3773122 DISPLAY, UPS, ACCESS P	296.92		
24545	CDW GOVERN	CDW GOVERNMENT INC	316402	89929 AP	10/29/2020	0-115-5-00-409	3773122 DISPLAY, UPS, ACCESS P	296.92		
							*** VENDOR		24545 TOTAL	931.02
							TOTAL FUND 115			7,246.02
24545	CDW GOVERN	CDW GOVERNMENT INC	316381	89911 AP	10/26/2020	0-119-5-00-401	REG OF DEEDS- COMPUTER 3773122	952.81		
							TOTAL FUND 119			952.81
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-126-5-00-210	COMM COR, FUEL, WIRELESS, WEBC	40.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-126-5-00-221	COMM COR, FUEL, WIRELESS, WEBC	18.37		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-126-5-00-223	COMM COR, FUEL, WIRELESS, WEBC	81.72		
							*** VENDOR		648 TOTAL	140.10
							TOTAL FUND 126			140.10
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-130-5-00-2	CROSSMATCH-FINGERPRINT MACHINE	317.37		
							TOTAL FUND 130			317.37

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TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
3026	ASP ENTERPRISES	A.S.P. ENTERPRISES, INC	316394	89921 AP	10/29/2020	0-133-5-00-326	10-45	STRAW BLANKET, TURF STAP	2,170.00
199	BESTDRIVE	BESTDRIVE LLC	316397	89924 AP	10/29/2020	0-133-5-00-309	10-46	9002613 TIRES	704.80
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	316401	89928 AP	10/29/2020	0-133-5-00-303	10-57	430742 ROAD SEAL	4,573.48
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	316401	89928 AP	10/29/2020	0-133-5-00-303	10-57	430742 ROAD SEAL	5,062.74
							*** VENDOR	117 TOTAL	9,636.22
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-201	10-43	EQUIP PARTS, SAFETY/OFC	100.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-201	10-43	EQUIP PARTS, SAFETY/OFC	119.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-203	10-52	POWER POLES,EQUIP PARTS,	6.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-208	10-43	EQUIP PARTS, SAFETY/OFC	95.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-209	10-43	EQUIP PARTS, SAFETY/OFC	165.83
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-214	10-43	EQUIP PARTS, SAFETY/OFC	143.07
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-301	10-53	OFC/SHOP/SAFETY SUPPLIES	503.31
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-301	10-43	EQUIP PARTS, SAFETY/OFC	713.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-301	10-52	POWER POLES,EQUIP PARTS,	30.77
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-304	10-43	EQUIP PARTS, SAFETY/OFC	39.43
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-309	10-52	POWER POLES,EQUIP PARTS,	1,290.55
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-310	10-53	OFC/SHOP/SAFETY SUPPLIES	165.56
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-311	10-53	OFC/SHOP/SAFETY SUPPLIES	151.50
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-312	10-53	OFC/SHOP/SAFETY SUPPLIES	408.84
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-312	10-52	POWER POLES,EQUIP PARTS,	60.42
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-312	10-52	POWER POLES,EQUIP PARTS,	174.58
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-315	10-52	POWER POLES,EQUIP PARTS,	605.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-360	10-53	OFC/SHOP/SAFETY SUPPLIES	36.46
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-360	10-53	OFC/SHOP/SAFETY SUPPLIES	10,305.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-360	10-43	EQUIP PARTS, SAFETY/OFC	5,646.05
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-360	10-52	POWER POLES,EQUIP PARTS,	3,482.27
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-363	10-53	OFC/SHOP/SAFETY SUPPLIES	116.97
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-364	10-53	OFC/SHOP/SAFETY SUPPLIES	13.70
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-364	10-43	EQUIP PARTS, SAFETY/OFC	963.17
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-365	10-53	OFC/SHOP/SAFETY SUPPLIES	248.72
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-365	10-52	POWER POLES,EQUIP PARTS,	10.99
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-440	10-52	POWER POLES,EQUIP PARTS,	677.01
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-133-5-00-440	10-52	POWER POLES,EQUIP PARTS,	27.88
							*** VENDOR	648 TOTAL	26,302.28
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	316403	89930 AP	10/29/2020	0-133-5-00-301	10-47	BLACK TONERS (5)	220.00
277	DLT SOLUTIONS LLC	TECH DATA CORPORATION	316404	89931 AP	10/29/2020	0-133-5-00-211	10-44	AUTOCAD,AC LT,CIVIL 3D S	3,748.10
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-133-5-00-251	10-51	ELECTRIC SVC CO SHOP ET	595.58
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-133-5-00-251	10-51	ELECTRIC SVC CO SHOP ET	135.79
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-133-5-00-251	10-51	ELECTRIC SVC CO SHOP ET	22.73
86	EVERGY	EVERGY KANSAS CENTRAL INC	316383	89917 AP	10/26/2020	0-133-5-00-251	10-51	ELECTRIC SVC CO SHOP ET	66.21
							*** VENDOR	86 TOTAL	820.31
290	FELDMANS	FELDMANS	316407	89934 AP	10/29/2020	0-133-5-00-364	10-23	30336 SAFETY BOOTS/HEMRE	137.99
617	GEIGER	GEIGER READY MIX	316409	89936 AP	10/29/2020	0-133-5-00-440	10-58	4325 BOLLARDS LESS EARLY	862.75
617	GEIGER	GEIGER READY MIX	316409	89936 AP	10/29/2020	0-133-5-00-440	10-58	4325 BOLLARDS LESS EARLY	18.55-
							*** VENDOR	617 TOTAL	844.20
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-133-5-00-303	10-48	300467 ROAD SEAL	3,350.56
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-133-5-00-303	10-48	300467 ROAD SEAL	2,411.55
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-133-5-00-370	10-54	300467 2019 TORNADO DEBR	11,802.00
							*** VENDOR	434 TOTAL	17,564.11
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	316424	89951 AP	10/29/2020	0-133-5-00-303	LVCO001	ROAD SEAL	9,106.48
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	316424	89951 AP	10/29/2020	0-133-5-00-303	LVCO001	ROAD SEAL	9,791.09
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	316424	89951 AP	10/29/2020	0-133-5-00-303	10-60	LVCO001 ROAD SEAL	9,916.28



TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	316424	89951 AP	10/29/2020	0-133-5-00-303	10-60 LVCO001 ROAD SEAL	9,866.47		
							*** VENDOR		1351 TOTAL	38,680.32
2666	MISC REIMBURSEMENTS	JENNIFER GRAHAM	316427	89954 AP	10/29/2020	0-133-5-00-206	REIM DL	13.75		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-65 437 MC-800 ROAD SEAL	17,253.60		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,710.33		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,732.17		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	17,441.97		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,650.27		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,751.28		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,601.13		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,371.81		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	16,966.95		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	17,035.20		
1241	VANCE BROS	VANCE BROS INC	316440	89967 AP	10/29/2020	0-133-5-00-303	10-50 437 MC-800 ROAD SEAL	17,002.44		
							*** VENDOR		1241 TOTAL	185,517.15
392	VANDERBILT	VANDERBILT'S	316441	89968 AP	10/29/2020	0-133-5-00-364	10-66 10000127 SAFETY BOOTS X2	149.99		
392	VANDERBILT	VANDERBILT'S	316441	89968 AP	10/29/2020	0-133-5-00-364	10-66 10000127 SAFETY BOOTS X2	165.00		
							*** VENDOR		392 TOTAL	314.99
							TOTAL FUND 133			286,674.22
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-136-5-00-202	WIRELESS,WEBCAMS,OFFICE DECOR	40.86		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-136-5-00-222	WIRELESS,WEBCAMS,OFFICE DECOR	40.86		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-136-5-00-301	WIRELESS,WEBCAMS,OFFICE DECOR	54.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-136-5-00-321	WIRELESS,WEBCAMS,OFFICE DECOR	54.25		
							*** VENDOR		648 TOTAL	190.23
							TOTAL FUND 136			190.23
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-137-5-00-320	10-12 SENSORS,FILTERS,STARTER	145.86		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-137-5-00-320	10-12 SENSORS,FILTERS,STARTER	1,639.47		
							*** VENDOR		648 TOTAL	1,785.33
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	316408	89935 AP	10/29/2020	0-137-5-00-320	10-14 016993 ASSEMBLYS, COVER,	435.62		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	316408	89935 AP	10/29/2020	0-137-5-00-320	10-14 016993 ASSEMBLYS, COVER,	1,672.31		
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	316408	89935 AP	10/29/2020	0-137-5-00-320	10-14 016993 ASSEMBLYS, COVER,	405.31		
							*** VENDOR		2588 TOTAL	2,513.24
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-137-5-00-312	10-11 300467 ROCK	156.57		
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-137-5-00-312	10-11 300467 ROCK	474.16		
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-137-5-00-312	10-15 300467 ROCK	1,157.56		
434	HAMM QUARR	HAMM QUARRIES	316411	89938 AP	10/29/2020	0-137-5-00-312	10-15 300467 ROCK	658.08		
							*** VENDOR		434 TOTAL	2,446.37
8569	KANEQUIP INC	KANEQUIP, INC	316415	89942 AP	10/29/2020	0-137-5-00-414	10-19 LEAVCO OUR NEW 102 TRACT	46,395.00		
8028	MURPHY TRA	MURPHY TRACTOR & EQUIP CO	316429	89956 AP	10/29/2020	0-137-5-00-320	10-17 88002-36463 REAR VIEW CO	1,740.93		
							TOTAL FUND 137			54,880.87
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-144-5-00-2	PALS - VETERINARY BILLS, PET S	81.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-144-5-00-2	PALS - VETERINARY BILLS, PET S	98.67		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-144-5-00-2	PALS - VETERINARY BILLS, PET S	25.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-144-5-00-2	PALS - VETERINARY BILLS, PET S	262.16		
							*** VENDOR		648 TOTAL	466.83
							TOTAL FUND 144			466.83
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-202	COA TNG,UTIL,PHYSICALS,JANITOR	453.90		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-208	COA TNG,UTIL,PHYSICALS,JANITOR	303.04		

START DATE: 10/23/2020 END DATE: 10/29/2020

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-210	COA TNG,UTIL,PHYSICALS,JANITOR		40.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-213	COA TNG,UTIL,PHYSICALS,JANITOR		4.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-255	COA TNG,UTIL,PHYSICALS,JANITOR		17.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-302	COA TNG,UTIL,PHYSICALS,JANITOR		110.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-302	COA TNG,UTIL,PHYSICALS,JANITOR		118.70	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-345	COA C1 & C2 COMMODITIES		7.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-00-345	COA C1 & C2 COMMODITIES		46.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-05-301	COA C1 & C2 COMMODITIES		9.92	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-06-301	COA C1 & C2 COMMODITIES		16.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-06-321	COA C1 & C2 COMMODITIES		11.16	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-07-302	COA C1 & C2 COMMODITIES		.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-145-5-07-321	COA C1 & C2 COMMODITIES		5.58	
							*** VENDOR	648 TOTAL		1,145.20
							TOTAL FUND 145			1,145.20
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-146-5-00-301	CO TREAS SUPPLIES		364.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-146-5-00-301	CO TREAS SUPPLIES		1,913.67	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-146-5-00-301	CO TREAS SUPPLIES		176.15	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-146-5-00-301	CO TREAS SUPPLIES		199.81	
							*** VENDOR	648 TOTAL		2,654.53
315	SALDIVAR TERRY	TERRY SALDIVAR	316384	89918 AP	10/26/2020	0-146-5-00-248	JANITOR 10/23-10/29 725 LAMING		400.00	
315	SALDIVAR TERRY	TERRY SALDIVAR	316432	89959 AP	10/29/2020	0-146-5-00-248	JANITOR 725 LAMING 10/30-11/5		400.00	
							*** VENDOR	315 TOTAL		800.00
							TOTAL FUND 146			3,454.53
8569	KANEQUIP INC	KANEQUIP, INC	316415	89942 AP	10/29/2020	0-155-5-00-4	10-3 LEAVCO OUR NEW 102 TRACTO		68,355.00	
							TOTAL FUND 155			68,355.00
5900	BATTERY SOLUTIONS	BATTERY SOLUTIONS	316395	89922 AP	10/29/2020	0-160-5-00-208	C08436 SMARTRECYCLE SYSTEM - B		109.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-208	SHARPS DISP, WATER, COPY PAPER		229.64	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-213	TRANSF STA:OFC SUPPLY, MAINT,		662.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-263	SHARPS DISP, WATER, COPY PAPER		52.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-301	SHARPS DISP, WATER, COPY PAPER		69.84	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-301	TRANSF STA:OFC SUPPLY, MAINT,		87.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-160-5-00-305	TRANSF STA:OFC SUPPLY, MAINT,		439.91	
							*** VENDOR	648 TOTAL		1,542.26
5542	KU TRANSPORTATION CE	KU PUBLIC MANAGEMENT COURSE	316422	89949 AP	10/29/2020	0-160-5-00-202	3723 CPM COURSE		3,600.00	
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	316423	89950 AP	10/29/2020	0-160-5-00-208	FRON REMOVED 49 UNITS		502.50	
537	LEAV TIMES	LEAVENWORTH TIMES	316426	89953 AP	10/29/2020	0-160-5-00-212	ACCT 264 BACKHOE BID NOTICE		17.30	
10703	TIRE TOWN	TIRE TOWN	316438	89965 AP	10/29/2020	0-160-5-00-207	PERMIT #2000 SCRAP TIRES		400.00	
							TOTAL FUND 160			6,172.01
537	LEAV TIMES	LEAVENWORTH TIMES	316351	1514 AP	10/23/2020	0-171-5-00-401	10-7 ACCT 388:NOTICE OF BOND I		63.65	
719	LINAWEAVER CONSTRUCT	LINAWEAVER CONSTRUCTION	316352	1515 AP	10/23/2020	0-171-5-04-302	10-2 178TH ST 2020.023 PAY APP		267,924.42	
196	OLSSON	OLSSON, INC	316353	1516 AP	10/23/2020	0-171-5-05-201	10-4 LVCO ON CALL ENGINEERING		10,208.80	
115	SCHLAGEL	SCHLAGEL & ASSOCIATES,PA	316354	1517 AP	10/23/2020	0-171-5-04-302	10-3 PROF SVCS GRP 3,5		1,343.38	
115	SCHLAGEL	SCHLAGEL & ASSOCIATES,PA	316354	1517 AP	10/23/2020	0-171-5-04-302	10-3 PROF SVCS GRP 3,5		4,403.13	
							*** VENDOR	115 TOTAL		5,746.51
2018	STANDARD & POOR'S	STANDARD & POOR'S	316355	1518 AP	10/23/2020	0-171-5-00-401	10-6 CUST 1000112457 SVCS FOR		15,913.00	
3305	WILSON & COMPANY, INC	WILSON & COMPANY, INC	316356	1519 AP	10/23/2020	0-171-5-03-201	10-1 EISENHOWER SVC TO 9.4 161		3,781.79	
							TOTAL FUND 171			303,638.17

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
6636	KANSAS GAS	KANSAS GAS SERVICE	316416	89943 AP	10/29/2020	0-174-5-00-210	510614745 2007004-82 GAS SVC	58.24		
							TOTAL FUND 174			58.24
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-194-5-00-2	CROSSMATCH-FINGERPRINT MACHINE	317.37		
							TOTAL FUND 194			317.37
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-195-5-00-290	JDC - DIRECTV	170.62		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-195-5-00-390	JDC HEALTH/COMFORT	73.66		
							*** VENDOR		648 TOTAL	244.28
86	EVERGY	EVERGY KANSAS CENTRAL INC	316405	89932 AP	10/29/2020	0-195-5-00-290	ELEC SVC JDC	537.64		
							TOTAL FUND 195			781.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-212-5-00-2	ELECTRICAL COMPONENT (SD#2)	163.75		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-212-5-00-2	ELEC COMPONENTS, SD #2	223.77		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-212-5-00-2	ELEC COMPONENTS, SD #2	223.77		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	316382	89916 AP	10/26/2020	0-212-5-00-2	ELEC COMPONENTS, SD #2	137.74		
							*** VENDOR		648 TOTAL	301.49
							TOTAL FUND 212			301.49
59	A.M. COHRON	A.M. COHRON & SON	316392	89919 AP	10/29/2020	0-220-5-01-400	10-6 LVCO0520301 BR E-58	290,483.78		
							TOTAL FUND 220			290,483.78
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	316420	89947 AP	10/29/2020	0-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	66.85		
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	316420	89947 AP	10/29/2020	0-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	248.50		
12074	KPT&A	KANSAS PROSECUTORS TRAINING &	316420	89947 AP	10/29/2020	0-406-5-00-2	ATTORNEY TRAINING 3RD QUARTER	161.00		
							*** VENDOR		12074 TOTAL	476.35
							TOTAL FUND 406			476.35
2570	BOND ESCROW REFUND	LINDA BRISTOW	316399	89926 AP	10/29/2020	0-503-5-00-2	REF ENTRANCE PERMIT STRANGER R	100.00		
2570	BOND ESCROW REFUND	JAMES BISHOP	316400	89927 AP	10/29/2020	0-503-5-00-2	REF ENTRANCE PERMIT LINWOOD R	100.00		
							*** VENDOR		2570 TOTAL	200.00
							TOTAL FUND 503			200.00
									TOTAL ALL CHECKS	1,134,872.21

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	99,575.48
104	DRUG PROSECUTOR'S FUND	45.00
108	COUNTY HEALTH	8,999.22
115	EQUIPMENT RESERVE	7,246.02
119	ROD TECHNOLOGY	952.81
126	COMM CORR ADULT	140.10
130	CCH PERMITS	317.37
133	ROAD & BRIDGE	286,674.22
136	COMM CORR JUVENILE	190.23
137	LOCAL SERVICE ROAD & BRIDGE	54,880.87
144	PALS (PETS AND LOVING SENIORS	466.83
145	COUNCIL ON AGING	1,145.20
146	COUNTY TREASURER SPECIAL	3,454.53
155	LSR CAPITAL EQUIP RESERVE	68,355.00
160	SOLID WASTE MANAGEMENT	6,172.01
171	S TAX CAP RD PROJ: 2015 SERIES	303,638.17
174	911	58.24
194	VIOLENT OFFENDERS	317.37
195	JUVENILE DETENTION	781.92
212	SEWER DISTRICT 2: TIMBERLAKES	301.49
220	CAP IMPR: RD & BRIDGE	290,483.78
406	ATTORNEY TRAINING	476.35
503	ROAD & BRIDGE BOND ESCROW	200.00
	TOTAL ALL FUNDS	1,134,872.21

**DONATION AGREEMENT**

THIS DONATION AGREEMENT (this “Agreement”) is dated effective as of the 30<sup>th</sup> day of November, 2020, by and among the Saint Luke’s Cushing Hospital, Inc., a Kansas not-for-profit corporation (“Donor”), the County of Leavenworth, a political subdivision of the State of Kansas (“Donee”), and Saint Luke’s Cushing Foundation, a Kansas not-for-profit corporation (“Foundation”).

**Recitals**

WHEREAS, Donor is the owner of certain real property legally described on Exhibit A, attached hereto and incorporated herein by this reference (the “Land”) and any and all improvements located thereon (the “Improvements”), subject to matters appearing of public record with respect thereto (the Land and the Improvements, collectively, the “Property”);

WHEREAS, Donor is recognized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and is classified as a tax-exempt corporation and Donee is a political subdivision of the State of Kansas, to which charitable contributions are tax-deductible pursuant to Code Section 170(c)(1);

WHEREAS, Donor is in the process of dissolving and Foundation has certain rights with respect to the property of Donor in a dissolution of Donor pursuant to Articles 9 and 10 of the Second Amended and Restated Articles of Incorporation of Donor (“Donor Articles”);

WHEREAS, Donor desires to gift to Donee the Property exclusively for public purposes and Donee has agreed to accept a gift of the Property to Donee for such purposes; and

WHEREAS, Foundation desires to consent to such gift, relinquishing and abandoning any rights it may have with respect to the Property and is made a party to this Donation Agreement solely for such purpose;

NOW, THEREFORE, subject to the terms of this Donation Agreement, in accepting this gift from Donor Donee agrees to the following terms and conditions, and Foundation consents thereto:

**Agreement**

1. **Property.** Donor agrees to gift to Donee, and Donee agrees to accept from Donor, the land described on Exhibit A, and any and all buildings, and improvements located thereon, if any, including all heating, ventilation and air conditioning systems and equipment, all electrical and plumbing equipment and all other building systems and fixtures thereon (collectively, the “**Property**”), to be conveyed by a duly executed and acknowledged donation deed (the “Donation Deed”), which shall be in form set forth on Exhibit B attached hereto; provided, however, expressly excluded from the Property are any and all of Grantor’s trade fixtures, personal property, and equipment described on Exhibit C attached hereto and incorporated herein and made a part hereof for all purposes.

2. **Prorations.** Donee shall assume at Closing all real estate taxes and special assessments (if any), payments in lieu of general state, county and local real estate taxes, and any other ordinary expenses relating to the Property that have shall become due after Closing.

3. Donee's Covenants.

a. Inspections. Prior to the date hereof, Donee has been afforded the opportunity to make such inspections of the Property as Donee desires, including, but not limited to a Phase 1 environmental site assessment. Donee's obligation to Close shall be subject to its satisfaction with the Phase 1 environmental site assessment and Donor shall have no obligation to remediate or abate any hazards disclosed in such Phase 1 environmental site assessment; provided, however, that Donee may not make any invasive or sampling inspections without Donor's express prior written consent. It is expressly acknowledged and agreed by Donee that no representations or warranties of any kind have been made by Donor or Donor's agents or consultants to Donee or to the agents of Donee with respect to the Property and that any statements whatsoever made by Donor or Donor's agents or consultants to Donee or to Donee's agents or consultants are not material and have not been relied upon by Donee. **WITHOUT LIMITING THE GENERALITY OF THIS ACKNOWLEDGMENT AND AGREEMENT, IT IS SPECIFICALLY ACKNOWLEDGED AND AGREED THAT THE PROPERTY AND IMPROVEMENTS, IF ANY, SHALL BE ACCEPTED BY DONEE IN "AS IS," "WHERE IS" CONDITION, "WITH ALL FAULTS."** Donor expressly disclaims any warranties as to any matters with respect to the Property whatsoever, including but not limited to: (i) the presence or release of hazardous materials on, in, under or adjacent to the Property, (ii) the Property compliance with any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all federal, state or local requirements with respect to the maintenance and/or removal of the Improvements, (iii) any potential environmental liability associated with the Property or any activities conducted on the Property; (iv) legal access from the Property to any public road, (v) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Property, (vi) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable site for any purpose, and (vii) the acreage or square footage of the Property, and (viii) the fitness or value of the Property. Donor shall maintain its existing insurance coverage on the Property through the Closing.

b. Donee's Acknowledgment. Donee acknowledges that it is entering into this Agreement on the basis of Donee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Donee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Donee acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

c. Donee's Release. Donee, for itself, its successors and assigns, hereby waives, releases, remises, acquits and forever discharges Donor, its affiliates, their employees, agents, officers, successors and assigns, of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Donee now has or which Donee may have in the future on account of or in any way arising out of or in connection with the known or unknown physical or environmental condition of the Property or the Improvements, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act.

d. Donee's Indemnification. From and after Closing, Donee, its affiliates, employees, agents, officers, successors and assigns shall, to the maximum extent permitted by law, defend, indemnify and hold harmless Donor, its affiliates, employees, agents, officers, successors and assigns, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Property or the Improvements, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all federal, state, or local requirements with respect to the maintenance and/or removal of the Improvements.

e. Survival. The provisions of this Article 3 shall survive the Closing of this transaction and shall not merge into the Donation Deed to be issued by Donor.

4. Foundation's Covenants. Effective upon Closing (as defined in Section 5), Foundation consents to the gift of the Property by Donor to Donee as set forth herein. Foundation for itself, its successors and assigns, hereby relinquishes and abandons any and all rights it may have in any property of Donor or with respect to Donor of any kind that have or may be conferred upon Foundation pursuant to Articles 9, 10 and 14 of the Donor Articles, and releases Donor and Donee of any claims Foundation has or may have with respect to the Property or otherwise pursuant to the Donor Articles. Foundation further acknowledges that it has previously released all of its rights with respect to the Property and all other assets of Donor pursuant to Section 4.13(a) and Section 4.12(b) of that certain Agreement of Affiliation by and between Saint Luke's Health System, Inc. and Cushing Memorial Hospital Corporation, dated June 23, 2006.

5. Closing. The closing of this transaction ("Closing") shall take place on or before November 30, 2020, at the offices of Donee, or at such other place or time as the parties may mutually agree. By Closing hereunder, each party hereto represents and warrants that execution by it of this Donation Agreement and all applicable Closing documents have been duly authorized, executed and delivered by such party, are valid, binding and enforceable against such party, in accordance with their respective terms, and the person(s) executing the same on behalf of such party have been duly authorized to do so.

6. Closing Deliverables.

a. At the Closing, Donor shall deliver to Donee and duly executed and acknowledged Donation Deed, which shall be in form set forth on Exhibit B attached hereto.

b. At the Closing Donee shall deliver the following:

i. Such resolutions/ordinance of the Donee's governing body as Donor reasonably requires to evidence Donee's authorization to accept Donor's donation of the Property to Donee.

ii. Such documentation reasonably necessary to facilitate Donor's charitable deduction for income tax purposes.

7. Donee shall pay at Closing for recording all recordable documents and any costs associated with consummation of the donation contemplated by this Agreement (excluding Donor's and Foundation's respective attorneys' fees or accountants' fees).

8. Donee hereby covenants and agrees to promptly execute and deliver any and all documents (including, without limitation, any acknowledgment, any other document necessary to effectuate the

transactions contemplated herein), and to promptly take any and all further actions, as may be reasonably requested by Donor as necessary to effectuate the transactions contemplated and the intentions of the parties expressed herein. Donee's obligations under this Section 8 shall survive the Closing on the transaction contemplated hereunder.

9. Possession. Donor shall deliver possession of the Property to Donee on the date of Closing or the date the deed is recorded, whichever is earlier.

10. Notices. Any notices to be given either party shall be mailed by certified mail, postage prepaid, or personally served. In the event of mailing, notices shall be deemed effective three days after posting; in the event of personal service, notices shall be deemed effective when delivered.

All notices to Donee shall be sent to:

County of Leavenworth, Kansas  
Attn: Mark Loughry, County Administrator  
300 Walnut Street  
Leavenworth, KS 66048

All notices to Donor shall be sent to:

Saint Luke's Cushing Hospital, Inc.  
c/o Saint Luke's Health System, Inc.  
901 E 104<sup>th</sup> Street,  
Mailstop 500S  
Kansas City, MO 64131  
Attn: Director of Real Estate

With a copy to:

Saint Luke's Health System, Inc.  
901 E. 104<sup>th</sup> Street  
Mailstop 900S  
Kansas City, MO 64131  
Attn: Senior Vice President and Chief Legal Officer

11. Successors and Assigns. This Agreement shall bind the affiliates, employees, agents, officers, successors, and assigns of the parties.

12. Donee's Representations and Warranties. In order to induce Donor to convey the Property, Donee makes the following representation and warranty, which is true and correct on the date hereof and will be true and correct on (and restated as of) the date of Closing on the transaction contemplated hereunder, and each of which shall survive the Closing on the transaction contemplated hereunder: Donee has the right, power, and authority to execute, deliver and perform this Agreement without obtaining any other actions with respect to any third parties, and this Agreement, when executed and delivered by Donor and Donee, will constitute the valid and binding Agreement of Donee.

13. Miscellaneous. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereof. If any party to this Agreement is made up of more than one person, then all such



persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. This Agreement shall be construed and interpreted according to the laws of the State in which the Property is located. Time is of the essence with respect to each and every provision of this Agreement. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State in which the Property is located, then the time for the occurrence of such event or act shall be extended to the next succeeding business day. This Agreement, together with all the Exhibits, if any, attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

Intending this Agreement to be fully binding upon them, the parties have executed this Agreement the day and year above written.

**<<<Remainder of Page Intentionally Blank>>>**

**DONEE**

**County of Leavenworth,**  
a political subdivision of the State of Kansas

By: \_\_\_\_\_  
Mark Loughry, County Administrator

ATTEST:

\_\_\_\_\_  
Clerk of Leavenworth County, Kansas

**DONOR**

**Saint Luke's Cushing Hospital, Inc.,**  
a Kansas not-for-profit corporation

By: \_\_\_\_\_  
Adele E. Ducharme, MSN, MBA, FACHE,  
its Chief Executive Officer

**Solely With Respect To Section 4  
FOUNDATION**

**Saint Luke's Cushing Foundation,**  
a Kansas not-for-profit corporation

By: \_\_\_\_\_  
Blaine Weeks  
its President

EXHIBIT A

LEGAL DESCRIPTION

**Tract 1:**

Lots 1, 2, 3, 4, 5 and 6, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas.

Also a strip of land 14 x 198 feet West of Lots 1, 2 and 3, Block 9 and East of Lots 4, 5 and 6 Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Said strip being a vacated alley in Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas.

Also a part of Block Evergreen in James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, described as follows: Beginning at the Southwest corner of Lot 4, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas; thence South on the West line of Block Evergreen, 66 feet; thence East and parallel with the South line of Lot 4, 140 feet; thence North 66 feet to the Southeast corner of Lot 4; thence West along the South line of Lot , 140 feet to the place of beginning.

Also the North 66 feet of Lot 10, Carroll's Subdivision, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Also Lots 1, 2, 3, 4, 5, 6 and 7, Block 12, Day's Subdivision City of Leavenworth, Leavenworth County, Kansas.

Also a triangular tract of land in Lot 10, Carroll's Subdivision of the City of Leavenworth, described as follows: Beginning at a point 66 feet South of the Northeast corner of said Lot 10 and on East line thereof; thence West parallel to North line of said Lot 10, 40 feet; thence in a Southeasterly direction 85.88 feet, more or less, to the Southeast corner of said Lot 10; thence North along the East line of Lot 10, 76 feet to the point of beginning.

Cama/PIN Nos. 077-35-0-40-14-001.00-0

**Tract 2:**

The West 78 feet of Lot 7, all of Lots 8 and 9, and the West 78 feet of the South 71 feet of Lot 10, Carroll's Subdivision, City of Leavenworth, Leavenworth County, Kansas.

Cama/PIN No. 077-35-0-40-14-002.00-0

EXHIBIT B  
DONATION DEED

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When recorded, return to:  
County of Leavenworth, Kansas  
Attn: Mark Loughry, County Administrator  
300 Walnut Street  
Leavenworth, KS 66048

*K.S.A. 79-1437e(4) Exempt*  
**DONATION DEED**

STATE OF KANSAS                                    §  
  §        KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF LEAVENWORTH                    §

**THAT** this Donation Deed, made as of \_\_\_\_\_, 2020, **Saint Luke’s Cushing Hospital, Inc.**, a Kansas not-for-profit corporation, formerly known as Cushing Memorial Hospital Corporation, formerly also known as Cushing Memorial Hospital, Inc., a Kansas not-for-profit corporation, (“**Grantor**”), County of Leavenworth, a political subdivision of the State of Kansas (“**Grantee**”), whose mailing address is 300 Walnut Street Leavenworth, KS 66048.

**WITNESSETH THAT:**

**WHEREAS**, Grantee is a Kansas political subdivision to which Donor desires to make a donation of the real property described herein; and

**WHEREAS**, Donee has determined that accepting such donation is in its best interests and consistent with and supportive of its public purposes and activities.

**NOW, THEREFORE, GRANTOR**, in consideration of the recitals herein and other good and valuable consideration, the receipt and sufficiency of which considerations are hereby acknowledged, has QUIT-CLAIMED and by these presents does QUIT-CLAIM unto Grantee the tracts or parcels of land situated in the City of Leavenworth, Leavenworth County, Kansas, described in Exhibit “A” attached hereto and incorporated herein and made a part hereof for all purposes, and any and all buildings, and improvements located thereon, if any, including all heating, ventilation and air conditioning systems and equipment, all electrical and plumbing equipment and all other building systems and fixtures thereon, (collectively, the “**Property**”).

**TO HAVE AND TO HOLD** the Property unto Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any

right or title to the Property or its appurtenances, or any rights thereof. The above described property is conveyed subject to:

1. Any covenants, conditions, limitations, restrictions, rights-of-way, liens, encumbrances, encroachments, defects, reservations, easements, agreements and other matters of fact or record.
2. Rights of eminent domain, governmental rights of police power and other governmental or quasi-governmental rights, including, without limitation, rights of the public, the State of Kansas and the municipality in and to that part of the Property, if any, taken or used for roadway purposes.
3. Covenants, conditions, limitations, restrictions, rights, rights-of-way, encumbrances, encroachments, reservations, easements, agreements or other matters of fact or record. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
4. Present and future zoning, subdivision, building, land use, and environmental laws, ordinances, restrictions, resolutions, orders and regulations and all present and future ordinances, laws, regulations and orders of all federal, state, county, municipal or other governments, agencies, boards, bureaus, commissions, authorities and bodies now or hereafter having or acquiring jurisdiction of the Property and the use and improvement thereof.
5. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the Property would show.
6. Rights of the public to use any part or parts of the Property falling within public roadways.
7. All utility easements and building set-back lines affecting the Property.
8. Any underground feeders, laterals, tiles, cables, conduits, mains and pipes and any drainage ditches or drain tiles and any rights of way for drainage ditches, feeders, tiles and/or laterals, if any.
9. Special assessments hereafter becoming a lien.
10. General property taxes for the current tax fiscal year and subsequent tax fiscal years.
11. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees. Rights or claims of parties in possession not shown by the public records.
12. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
13. Title to all coal, oil, gas and other minerals within and underlying the premises together with all mining and drilling rights and other rights, privileges and immunities relating thereto, if any are not owned by the Grantor.

*[Remainder of page intentionally blank; signature on page following]*

EXECUTED on the date of the acknowledgment herein below, to be effective however as of the day and year first above written.

**Saint Luke’s Cushing Hospital, Inc.,**  
a Kansas not-for-profit corporation

By: \_\_\_\_\_  
Adele E. Ducharme, MSN, MBA, FACHE,  
its Chief Executive Officer

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, appeared Adele E. Ducharme, MSN, MBA, FACHE, to me personally known, who being by me duly sworn, did say that she is the Chief Executive Officer of **Saint Luke’s Cushing Hospital, Inc.**, a Kansas non-for-profit corporation, that said corporation has no seal, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in Kansas City, Missouri, the day and year last above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for  
said County and State

\_\_\_\_\_  
Notary Public in and for the State of Missouri



EXHIBIT "A"  
Legal Description

**Tract 1:**

Lots 1, 2, 3, 4, 5 and 6, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas.

Also a strip of land 14 x 198 feet West of Lots 1, 2 and 3, Block 9 and East of Lots 4, 5 and 6 Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Said strip being a vacated alley in Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas.

Also a part of Block Evergreen in James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, described as follows: Beginning at the Southwest corner of Lot 4, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas; thence South on the West line of Block Evergreen, 66 feet; thence East and parallel with the South line of Lot 4, 140 feet; thence North 66 feet to the Southeast corner of Lot 4; thence West along the South line of Lot , 140 feet to the place of beginning.

Also the North 66 feet of Lot 10, Carroll's Subdivision, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Also Lots 1, 2, 3, 4, 5, 6 and 7, Block 12, Day's Subdivision City of Leavenworth, Leavenworth County, Kansas.

Also a triangular tract of land in Lot 10, Carroll's Subdivision of the City of Leavenworth, described as follows: Beginning at a point 66 feet South of the Northeast corner of said Lot 10 and on East line thereof; thence West parallel to North line of said Lot 10, 40 feet; thence in a Southeasterly direction 85.88 feet, more or less, to the Southeast corner of said Lot 10; thence North along the East line of Lot 10, 76 feet to the point of beginning.

Cama/PIN Nos. 077-35-0-40-14-001.00-0

**Tract 2:**

The West 78 feet of Lot 7, all of Lots 8 and 9, and the West 78 feet of the South 71 feet of Lot 10, Carroll's Subdivision, City of Leavenworth, Leavenworth County, Kansas.

Cama/PIN No. 077-35-0-40-14-002.00-0

EXHIBIT C

Excluded Trade Fixtures, Personal Property and Equipment

# Leavenworth County Request for Board Action

**Date:** Nov 4, 2020

**To:** Board of County Commissioners

**From:** Jamie Miller

**Department Head Approval:**           Jamie Miller          

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Request the Board of County Commissioners to adopt the proposed pay plan for the EMS technicians.

**Recommendation:** Approval

**Analysis:** As 2020 has been a challenge for all, the toll was drastically felt on the frontlines of the medical community. Our EMS department saw an array of new and old challenges emerge. The ability to recruit and further retain our EMS employees has been crucially difficult. Our department had several technicians leave the service, creating vacancies we are unable to backfill. (7) Seven employees have left the service in 2020 and (1) in 2019. This leads to the avg of 3yrs being the tenure of our field technicians. These vacancies create mandated overtime for the employees and have been felt by the entire service. Multiple employees are being forced to cover shift openings. Most of the time this happens as a drafted (forced overtime) situation. This means employees are forced to work an additional 12hrs before or after a 24hrs shift. This situation has escalated so far as to have shift officers on ambulances covering the open time. This process further escalates the need to recruit and retain adequate staffing.

The larger issue is the pool of available applicants is being shared in the industry. Both KS and MO are feeling the impact of technician shortage. A large number of agencies in the KC metro are also conducting large hiring campaigns, again all searching the same pool of applicants. Also, due to COVID, the lack of newly certified technicians has been felt because schools could not conduct classes as they have in the past to produce newly certified individuals.

As administration visited with our employees, a primary concern again arose regarding the equality of pay and lack of wage progression amongst the industry in the KC metro. This causes great difficulty to recruit as well as retain employees. Many services have developed pay strategies to move technicians swiftly through their pay plans in the first few years. This creates retention scenarios for employees and stability within their workforce. Without having a pay strategy of this type, it leaves our department behind in the early years to have a pay disparity opening the door the employees to leave, after experience, for the higher paying department. We continue to see this cyclic process continue over the years. Addressing the pay scale entry level amount does not provide a retention level effort or strategy.

In looking for a solution to the recruitment and retention issue, we once again, conducted an analysis and found that our technician level positions are being paid at a rate that is not comparable. This is where we have found the challenge for recruitment and retention, (getting technicians to apply) and (keeping them once we do hire them greater than one to two years). With the additional study into other agency pay plans, it was found that we are significantly “behind the curve” in the retention side because most services offer a very aggressive pay structure in a short time frame. Some offer a slightly lower entry level pay but advance aggressively in a 3-year time table to be one of highest pay plans in the metro.

**Proposal:** Developing a pay plan that is specific to EMS field technicians is crucial in recruitment and retention. Following the current county pay plan does not offer the competitive edge to combat this challenge of employing enough technicians. The proposed EMS pay plan offers a competitive wage at the entry level and advances quickly for the first 3yrs until it levels for 3yrs. This allows for a competitive entry level wage and a progressive pay scale that would discourage the need to move agencies to achieve a higher wage. The plan below demonstrates the current and proposed plan.

	Current Starting	Proposed Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>EMT</b>	11.48	12	13	14	14	14	14.28
<b>Paramedic</b>	16.18	17.5	18.5	19.54	19.54	19.54	19.93
<b>Lieutenant</b>	18.27	19.66	20.05	20.45	20.86	21.28	21.71
<b>Captain</b>	19.31	19.7	20.09	20.9	21.32	21.75	22.18

By authorizing the adoption of this plan EMS would be able to recruit future employees and retain employees. The EMS Department cannot afford to lose any additional technicians. Further loss of technicians will have devastating and crippling effects to our organization and community.

The EMS personnel services line budget was set for 2,947,433. Implementing this proposal totals 2,983,078. The difference of -35,645. Currently the EMS revenue collections are projected to be above the required collection amount by approximately 50,000.

**Budgetary Impact:**

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

# Memo

**To:** Board of County Commissioners

**From:** Krystal A. Voth

**cc:** Mark Loughry

**Date:** October 28, 2020

**Re:** Special Use Permit Request – Tri Hull Crane

---

A request was made to the Board of County Commissioners on August 5, 2020 to approve a request for a Special Use Permit for Tri-Hull Crane Rental. At that meeting, the Board requested additional information and clarification of a number of items. The one outstanding item is a non-comprehensive study to be conducted by KDOT at the intersection of 24-40 and Loring Road to determine if the existing turning radius is adequate. Originally, Staff was informed that the study was anticipated to be completed by the middle of October. Staff has not received any information from KDOT regarding the study nor has Staff been provided with an estimated date of when to expect the information.

Staff recommends the Board of County Commissioners table the request for approval until after the study has been provided by KDOT. Staff does not anticipate receiving this information before the end of 2020 and therefore recommends the Board table the matter until January 2021.

# Limited Liability Company Articles of Organization

## The name of the Limited Liability Company:

Tri-Hull Crane Rental, LLC

File date: 05/08/2014

File time: 20:32:34

Business Entity ID Number: 7757842

## Registered Office in Kansas:

- 24838 Loring Road
- Lawrence, Kansas
- 66044

## Name of the resident agent at the registered office:

Donna Marie Hull Mrs.

## Mailing address for official mail:

- Tri-Hull Crane Rental, LLC
- 24838 Loring Road
- Lawrence, KS
- 66044 USA

## Name of the organizer(s):

Donna Marie Hull

I/We declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct.

Execution date: 05/08/2014

## The signature(s) of the organizer(s):

Donna Marie Hull

Donna Marie Hull



I, Kris W. Kobach, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 05/08/2014.

Kris W. Kobach

**Kansas Secretary of State**

Memorial Hall, 1st floor - 120 SW 10th Ave. - Topeka, Kansas 66612-1594  
phone: (785) 296-4564 - email: [kssos@sos.ks.gov](mailto:kssos@sos.ks.gov) - url:  
<http://www.sos.ks.gov/>

KANSAS SECRETARY OF STATE  
NON-CERTIFIED WEB COPY  
10/30/2020 10:53:27 PM

**Leavenworth County  
Request for Board Action  
Resolution 2020-43 Special Use Permit McLouth Ornamental Iron**

**Date:** November 4, 2020  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

**Department Head Review:**     Krystal Voth, Reviewed    

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:** Approve Resolution 2020-43, a request for the renewal of a Special Use Permit for McLouth Ornamental Iron & Farm Repair. This Special Use Permit was first approved in 2000 and then renewed in 2010. There are no changes to this business.

**Analysis:** The applicant is requesting a Special Use Permit to operate an Ornamental Iron, Fabrication and Welding business. Mr. Baughman builds/fabricates handrails for residential, light commercial and handicap access. Mr. Baughman builds and installs estate gates, automatic gate operators, fence, field fence, cattle guards, and livestock enclosures. The loudest piece of equipment utilized by the business is an air compressor. This machine increased the decibels in the area from 50 dBs to 52 dBs, for a total increase of 2 db. Mr. Baughman does farm equipment repair, mechanical repair, welding and portable welding. There is no auto repair, bulk solvents or fuels stored. Bulk steel is ordered when needed for a job. Truck shipments average about four times per year. Fed-ex and UPS deliveries averages are once a week. See the attached narrative for more information.

**Planning Commission Recommendation:** The Planning Commission voted 9-0 to recommend approval of Case No. DEV-20-105 (Resolution 2020-43) renewal of a Special Use Permit for McLouth Ornamental Iron & Farm Repair.

**Alternatives:**

1. Approve Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:** \$0.00



**\*\*\*Renewal without changes\*\*\***  
**Resolution No. 2020-43**  
**Case No. DEV-20-105**  
**McLouth Ornamental Iron & Farm Repair**  
Special Use Permit – Small Limited Business

**Staff Report – Board of County Commissioners**

**November 4, 2020**

**GENERAL INFORMATION:**

**Applicant/  
Property Owner:** Matthew Baughman  
24584 Fairmount Road  
McLouth, KS 66054

**Legal Description:** A tract of land in the SW quarter of Section 11, Township 10 South, Range 20 East of the 6<sup>th</sup> P.M, in Leavenworth County, Kansas.

**Parcel Size:** ± 10 acres

**Zoning/Land Use:** RR-5, Rural Residential 5-acre minimum size parcels

**Comprehensive Plan:** This parcel is within the Agricultural Preserve land use category.

**Parcel ID No.:** 131-11-0-00-00-012.00

**Planner:** Jared Clements

---

**REPORT:**

**Request**

The applicant is requesting a Special Use Permit renewal to continue to operate a Small Limited Business producing ornamental iron works, farm implement repair, and welding services.

**Planning Commission Recommendation**

On October 14 the Planning Commission voted 9-0 to recommend approval of Case No.DEV-20-105 (Resolution No. 2020-43), Special Use Permit for McLouth Ornamental Iron & Farm Repair, a small limited business, with the following conditions:

1. The SUP shall be limited to a period of ten (10) years.
2. The business shall be limited to the hours of 8 am to 6 pm, Monday through Saturday, customers by appointment only and 8 am to 10 pm June through August.
3. No employees other than family members shall be allowed.
4. One sign no larger than 3' x 4' shall be allowed. No signs shall be placed in the right-of-way. No signage is allowed in the right-of-way. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
5. No on-street parking shall be allowed.
6. This SUP shall be limited to the Narrative dated August 12, 2020 submitted with this application.
7. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

**Adjacent Land Use**

The surrounding properties are residences and farms on varying sized parcels ranging from 1 acre to over 140 acres in size.

**Flood Plain**

There are no Special Flood Hazard Areas on this parcel per FEMA Firm Map 20103C0200G July 16, 2015.

**Utilities/Services**

Sewer: Private septic system  
Fire: Union  
Water: RWD 9  
Electric: Freestate

**Access/Streets**

The property is accessed by Fairmount Road, a County Arterial with a chip-seal surface ± 22’ wide.

**Agency Comments**

See attached comments – Email – Kyle Anderson – Planning and Zoning, September 18, 2020  
See attached comments – Email – Mitch Pleak – Olsson Engineering, September 22, 2020  
See attached comments – Email – David Van Parys – County Counselor, September 15, 2020  
See attached comments – Email – Jon Orndorff – Rural Water District 9, September 14, 2020  
See attached comments – Email – Amanda Holloway – Freestate Electric utility, September 16, 2020

**Factors to be considered**

The following factors are to be considered by the Planning Commission and the Board of County Commission when approving or disapproving this Special Use Permit request:

1. Character of the neighborhood: The character of the neighborhood is rural; primarily rural residences, and agricultural uses. This use does not disrupt the character of the neighborhood.
2. Zoning and uses of nearby property: The surrounding properties are zoned RR-5, Rural Residential 5-acre minimum size parcels. The uses are rural residences and agricultural.
3. Suitability of the property for the uses to which it has been restricted: The property is within an area suited for rural residences and agricultural use. The use is allowed with approval of a Special Use Permit.
4. Extent to which removal of the restrictions will detrimentally affect nearby property: The area will not likely be detrimentally affected, the business creates minimal traffic.
5. Length of time the property has been vacant as zoned: The property is not vacant.
6. Relative gain to economic development, public health, safety and welfare: The proposed use provides a service to the surrounding agricultural uses and part of the property may be taxed at a commercial rate.
7. Conformance to the Comprehensive Plan: The Future Land Use Map indicates this area as Agricultural Preserve.
8. Staff recommendation is for the approval of Special Use Permit with conditions.

**History**

This SUP was originally heard in 2000 and then was renewed in 2010.

<b><u>LOCATION</u></b>	
<b>Adjacent Residences</b>	Adjacent residences are rural-suburban uses. Most properties nearby are on five (5) acre parcels, or larger.
<b>Adjacent Zoning/Uses</b>	Zoning in the area is RR-5 and are used primarily as rural residences and agricultural uses.
<b>Density</b>	The area is not densely populated.
<b>Nearby City Limits</b>	The city of Tonganoxie is approximately 5 miles to the South West of the property
<b>Initial Growth Management Area</b>	The property is not located within an Initial Urban Growth Management area.

<b><u>IMPACT</u></b>	
<b>Noise Pollution</b>	This use will not cause prolonged noise pollution. The applicant utilizes an air compressor that creates a minimal noise-impact.

<b>Traffic</b>	The use does not significantly impact traffic.
<b>Lighting</b>	The applicant does not have lighting other than security lighting and is not requesting lighting.
<b>Outdoor Storage</b>	The applicant stores a number of business-related and non-related items, vehicles, and scrap on the property.
<b>Parking</b>	The applicant has ample parking space for anticipated business.
<b>Visitors/Employees</b>	There are no employees. Applicant receives one to two gas deliveries a month and approximately 1 delivery from FedEx per week.
<b>Screening</b>	The layout of this property serves to screen it from the roadway.

**Site Visit**

Staff conducted a site visit on Wednesday, September 30, 2020. The applicant has a long driveway, allowing for his ironworking supplies to be well-screened from the roadway. There is machinery displayed near the roadway labelled "For Sale", as well as an ornamental metal yard decoration. The business has no freestanding signage, but the business' name is written ornamentally in the wrought iron gate leading into the property. The loudest piece of equipment utilized by the business is an air compressor. This machine increased the decibels in the area from 50 dBs to 52 dBs, for a total increase of 2 db.

**Staff Comments**

The Special Use Permit meets the requirements of Article 19 – Table of Uses – Small limited business. The applicant is requesting a Special Use Permit to operate an Ornamental Iron, Fabrication and Welding business. Mr. Baughman builds/fabricates handrails for residential, light commercial and handicap access. Mr. Baughman builds and installs estate gates, automatic gate operators, fence, field fence, cattle guards, and livestock enclosures. Mr. Baughman does farm equipment repair, mechanical repair, welding and portable welding. There is no auto repair, bulk solvents or fuels stored. Bulk steel is ordered when needed for a job. Truck shipments average about four times per year. Fed-ex and UPS deliveries averages are once a week. See the attached narrative for more information.

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**ACTION OPTIONS:**

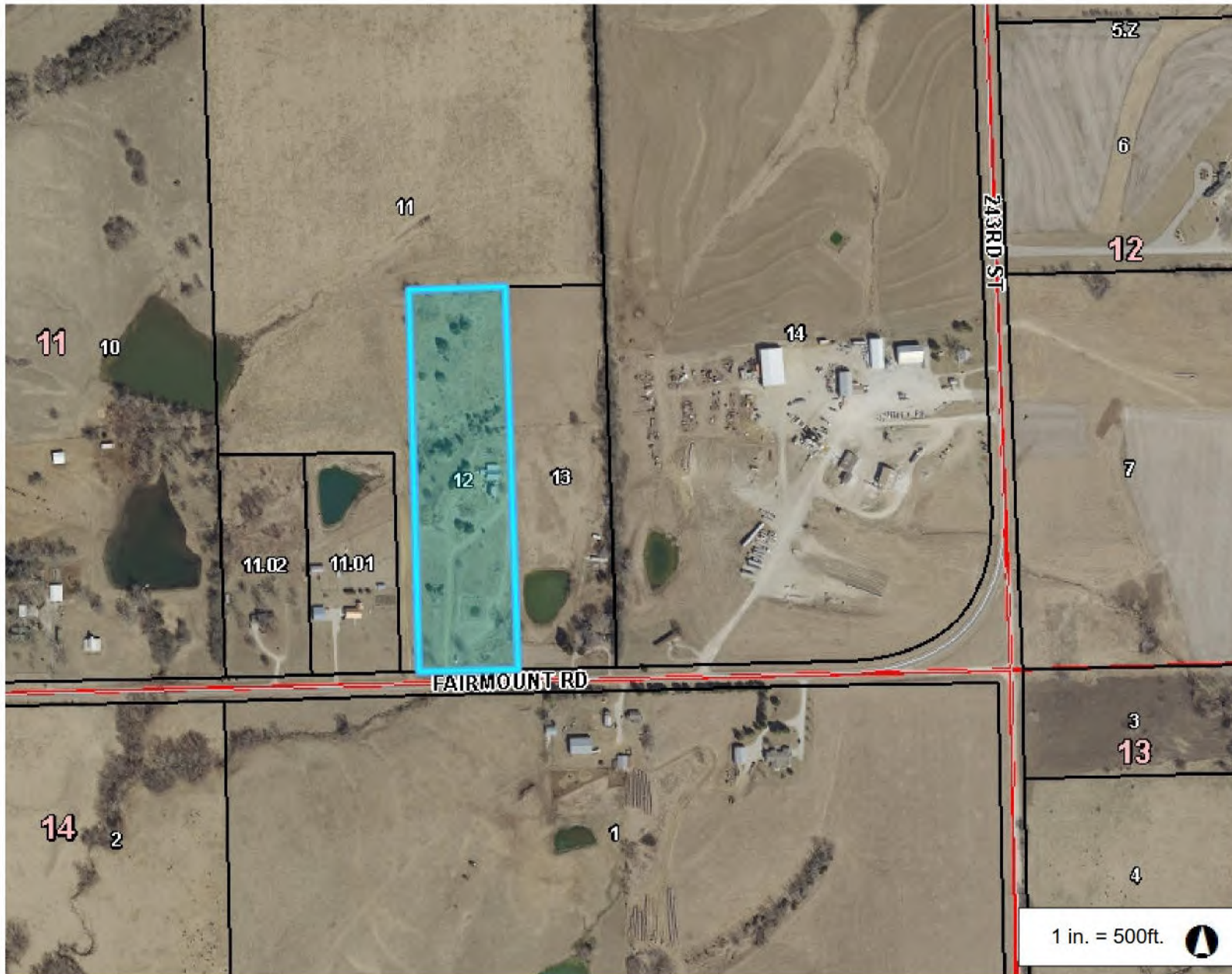
1. Approve Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact, and with or without conditions; or
2. Deny Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Resolution 2020-43, Special Use Permit for McLouth Ornamental Iron, a Small Limited Business, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

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**ATTACHMENTS:**


Narrative  
Location/Aerial Maps  
Memorandums

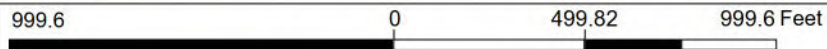
# Leavenworth County, KS



## Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary

1 in. = 500ft. 



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Notes

60 to 80% farm repair and welding, field welding, varies month to month

Build skid steer tree saws and other skid steer attachments and repair

About 20% per year build handrail for mon & pop, and churches, miscellaneous welding.

1 to 4 Automatic gates per year varies year to year.

Maybe paint something the size of car hood or tree saw once a month.

All work by appointment only.

Proposal to extend special use permit for 10 years

**From:** [Van Parys, David](#)  
**Sent:** Tuesday, September 15, 2020 9:39 AM  
**To:** [Clements, Jared](#)  
**Subject:** RE: DEV-20-105 SUP McLouth Iron \*Renewal\*

---

Jared, No legal issues at this time.

---

**From:** Clements, Jared  
**Sent:** Monday, September 14, 2020 4:01 PM  
**To:** Magaha, Chuck ; Van Parys, David ; Thorne, Eric ; Miller, Jamie ; Anderson, Lauren ; 'mpleak@olsson.com' ; Anderson, Kyle ; Amanda.holloway@freestate.coop; 'chief1860@ttrfd.com' ; lvrwd9@gmail.com  
**Subject:** DEV-20-105 SUP McLouth Iron \*Renewal\*

The Department of Planning and Zoning has received an application for a Special Use Permit renewal regarding an Ornamental Iron & Farm Repair business at 24584 Fairmount Road, McLouth.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by September 21, 2020.

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

Thank you,

Jared Clements  
Planner I  
Leavenworth County Planning and Zoning  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
(913)684-0465

**From:** [Mitch Pleak](#)  
**Sent:** Tuesday, September 22, 2020 2:19 PM  
**To:** [Clements, Jared](#)  
**Cc:** [Anderson, Lauren](#); 019-2831  
**Subject:** FW: DEV-20-105 SUP McLouth Iron \*Renewal\*  
**Attachments:** 2020.09.08 application.pdf

---

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

Jared,

After review the application and supplemental information provided. The applicant has reported no additional traffic will be proposed with the SUP compared to the previous SUP. Also, the reviewed accident data appears not to be directly linked to the previous SUP.

Thanks,

**Mitch Pleak, PE**

Project Engineer / Civil

D 913.748.2503

7301 W. 133rd Street, Suite 200  
Overland Park, KS 66213  
O 913.381.1170



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[View Legal Disclaimer](#)

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**From:** Clements, Jared

**Sent:** Monday, September 14, 2020 4:01 PM

**To:** Magaha, Chuck ; Van Parys, David ; Thorne, Eric ; Miller, Jamie ; Anderson, Lauren ; Mitch Pleak ; Anderson, Kyle ; Amanda.holloway@freestate.coop; 'chief1860@ttrfd.com'; lvrwd9@gmail.com

**Subject:** DEV-20-105 SUP McLouth Iron \*Renewal\*

The Department of Planning and Zoning has received an application for a Special Use Permit renewal regarding an Ornamental Iron & Farm Repair business at 24584 Fairmount Road, McLouth.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by September 21, 2020.

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

Thank you,

Jared Clements  
Planner I  
Leavenworth County Planning and Zoning  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
(913)684-0465



**From:** [Rural Water District 9](#)  
**Sent:** Monday, September 14, 2020 6:58 PM  
**To:** [Clements, Jared](#)  
**Subject:** Re: DEV-20-105 SUP McLouth Iron \*Renewal\*

---

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No problems from us.

Thanks

Jon Orndorff  
District Manager  
Rural Water District 9  
913-845-3571

On Sep 14, 2020, at 16:00, Clements, Jared wrote:

The Department of Planning and Zoning has received an application for a Special Use Permit renewal regarding an Ornamental Iron & Farm Repair business at 24584 Fairmount Road, McLouth.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by September 21, 2020.

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

Thank you,

Jared Clements

Planner I

Leavenworth County Planning and Zoning

300 Walnut St. Ste. 212

Leavenworth, KS 66048

(913)684-0465

<2020.09.08 application.pdf>



Leavenworth County  
Planning & Zoning Department  
300 Walnut, Suite 212  
Leavenworth, Kansas 66048

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**To:** Krystal Voth  
Director

**From:** Kyle Anderson  
Environmental Tech/Code Enforcement

**Date:** September 18, 2020

**RE:** Matthew Baughman  
Ornamental Iron & Farm Repair  
**Case DEV-20-105, Special Use Permit**  
24584 Fairmount Rd  
McLouth, KS 66054  
PID# 131-11-0-00-00-012.00

Our department received the renewal application for a Special Use Permit for an Ornamental Iron & Farm Repair Shop on 08/14/2020, located at the above listed location.

To date I have not received any complaints on this parcel .

Thank you,

Kyle Anderson  
[kanderson@leavenworthcounty.gov](mailto:kanderson@leavenworthcounty.gov)



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

# CERTIFICATE OF TAX CLEARANCE

Mcclouth Ornamental Iron  
DBA as Mclouth ornamental Iron

**ISSUE DATE**  
09/25/2020

**TRANSACTION ID**  
TYJR-GM28-EYN7

**CONFIRMATION NUMBER**  
C6PY-P87M-3Y4C

**TAX CLEARANCE VALID THROUGH 12/24/2020**

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

## RESOLUTION 2020-43

A resolution of the Leavenworth County Kansas Board of County Commission, issuing a Special Use Permit for a Small Limited Business – McLouth Ornamental Iron & Farm Repair on the following described property:

A tract of land in the SW quarter of Section 11, Township 10 South, Range 20 east of the 6<sup>th</sup> PM, in Leavenworth County, Kansas more commonly known as 24584 Fairmount Road.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 12<sup>th</sup> day of September, 2020, and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 14<sup>th</sup> day of October, 2020; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

WHEREAS, the Board of County Commission considered, in session on the 4<sup>th</sup> day of November, 2020, the recommendation of the Leavenworth County Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commission of Leavenworth County, Kansas, that:

1. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
2. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of November, 2020, and incorporated herein by reference;

That Case No. DEV-20-105, Special Use Permit for a Small Limited Business – McLouth Ornamental Iron approved subject to the following conditions:

1. The SUP shall be limited to a period of ten (10) years.
2. The business shall be limited to the hours of 8 am to 6 pm, Monday through Saturday, customers by appointment only and 8 am to 10 pm June through August.
3. No employees other than family members shall be allowed.
4. One sign no larger than 3' x 4' shall be allowed. No signs shall be placed in the right-of-way. No signage is allowed in the right-of-way. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
5. No on-street parking shall be allowed.
6. This SUP shall be limited to the Narrative dated August 12, 2020 submitted with this application.

7. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

Located in Section 11, Township 10 South, Range 20, also known as 24584 Fairmount Road, parcel no. 131-11-0-00-00-012.00 in Leavenworth County, Kansas.

Adopted this 4<sup>th</sup> day of November, 2020  
Board of County Commission  
Leavenworth, County, Kansas

\_\_\_\_\_  
Doug Smith, Chairman

ATTEST

\_\_\_\_\_  
Jeff Culbertson, Member

\_\_\_\_\_  
Janet Klasinski

\_\_\_\_\_  
Vicky Kaaz, Member

\_\_\_\_\_  
Chad Schimke, Member

\_\_\_\_\_  
Mike Stieben, Member

# Leavenworth County Request for Board Action

Date: November 4, 2020

To: Board of County Commissioners

Department Head Approval: *B. Noll*

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Adopt Resolution 2020-44, amending the current policy for the closure or restriction of travel (grating) upon certain county roads at the request, by petition, of the owners of the property adjacent to and served by such roadway.

**Recommendation:** Adopt the resolution.

**Analysis:** Currently, Resolution 2019-20, the policy for the closure or restriction of travel upon certain county roadways, limits the availability of closure or restriction on to roadways that serve no residential structures. The new resolution will allow no more than two (2) residential structures to be serviced by the closed or restricted roadway.

No other modifications were made to the existing policy.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:** N/A

**Additional Attachments:**

Resolution 2020-44

## **RESOLUTION 2020-**

### **A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, ESTABLISHING A POLICY FOR THE CLOSURE OR RESTRICTION OF TRAVEL UPON CERTAIN COUNTY ROADS AS AUTHORIZED PURSUANT TO K.S.A. 68-126; ESTABLISHING THE FINANCIAL RESPONSIBILITY OF SUCH RESTRICTION OR CLOSURE**

**WHEREAS**, K.S.A 68-126 authorizes the Board of County Commissioners of any county of the state of Kansas to close or restrict public travel upon roadways of the county under certain conditions; and,

**WHEREAS**, the Board of County Commissioners of Leavenworth county, Kansas, (“the Board”) has, from time to time, received requests from owners of property adjacent to certain county roadways that such closure or restriction of travel by the public be implemented; and,

**WHEREAS**, the closure or restriction of travel by the public upon county roadways should be undertaken only in certain limited circumstances and with the cost of such closure or restriction to be borne by the owners of property adjacent to those roadways affected; and,

**WHEREAS**, the establishment of a stated policy for the closure or restriction of travel by the public upon certain county roadways will apprise the owners of property adjacent to those certain roadways of the terms and conditions upon which such closure or restriction shall take place;

#### **NOW BE IT THEREFORE RESOLVED:**

1. That the closure or restriction of travel by the public upon any county roadway, as authorized pursuant to K.S.A. 68-126, shall undertake by an order of this Board only in the following instances:

- (a) When such roadway services no more than two (2) residential structures; and,
- (b) When such closure or restriction of travel by the public will minimally impact the general public; and,
- (c) When such closure or restriction is requested, in signed writing, by all owners of property adjacent to and served by such roadway; and,
- (d) When the purpose of such closure or restriction is to protect the property of the owners of property adjacent to and served by such roadway through reducing trespass upon such property, the dumping of trash and debris upon such property and the misuse of the public roadway for purposes other than travel by the general public; and,
- (e) When the closure or restriction of travel upon such roadway is done in such manner as to not preclude travel upon such roadway by emergency or utility vehicles or persons who have a lawful need for travel upon such roadway; and,
- (f) When the owners of property adjacent to and served by such roadway have agreed to bear all costs for the closure or restriction of travel by the public upon such roadway, to include the construction and maintenance of any gates or fences as authorized by the Board, all necessary and appropriate signage notifying the public of such closure or restriction as deemed necessary and appropriate by the Board and the costs of the removal of all gates or fences and signage upon the conclusion of the period of closure or restriction of travel by the public upon such roadway; and,
- (g) When the owners of property adjacent to and served by such roadway have agreed to construct and maintain all gates or fences and signage as authorized by the Board and have prepared and submitted to the Board the design of such gates or fences and signage for approval

by the Board; and,

(h) When the owners of property adjacent to and served by such roadway have agreed that the roadway be designated as a low-volume, low-maintenance road by the county and that the county shall perform no maintenance upon such roadway during the period of closure or restriction of travel by the public; and,

(i) When the owners of property adjacent to and served by such roadway have posted with the county clerk, as required by the Board, adequate surety in the form of a bond or letter of credit, as approved by the Board, to cover the future costs of the removal of all gates or fences and signage and the costs of the reopening of such roadway upon the conclusion of the period of closure or restriction of travel by the public upon such roadway; and,

(j) When such other requirements for the closure or restriction of travel by the public upon such roadway as the Board may find necessary and proper have fulfilled.

2. That the period of time during which the closure or restriction of travel by the public upon such roadway is authorized pursuant to this resolution shall end upon;

(a) A determination by the Board that it is in the best interests of the public that such closure or restriction of travel by the public upon such roadway come to an end; or,

(b) The request of any owner of property adjacent to and served by the roadway.

3. That prior to any closure or restriction of travel by the public upon any county roadway made pursuant to this resolution that the matter of the request for such closure or restriction be heard and considered by the Board in open session with the matter having been listed on the agenda of the Board.

4. That any prior resolution, in conflict with topics addressed here, is hereby repealed as it pertains to the Leavenworth County

**RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**DOUG SMITH, CHAIR, 3<sup>RD</sup> DISTR.**

\_\_\_\_\_  
**CHAD SCHIMKE, 4<sup>TH</sup> DISTRICT**

\_\_\_\_\_  
**JEFF CULBERTSON, 1<sup>ST</sup> DISTRICT**

\_\_\_\_\_  
**MIKE STIEBEN, 5<sup>TH</sup> DISTRICT**

\_\_\_\_\_  
**VICKY KAAZ, 2<sup>ND</sup> DISTRICT**

\_\_\_\_\_  
**ATTEST: JANET KLASINSKI,  
COUNTY CLERK**



# Leavenworth County Request for Board Action

**Date:** November 4, 2020

**To:** Board of County Commissioners

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

**Additional Reviews as needed:**

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

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**Action Requested:** Approve 2021 Dust Control Request From

**Recommendation:** Approve

**Analysis:** Hard Paved Dust Control, available through the Gravel Road Dust Control Policy, is part of the policy that allows residents to receive county staff installed chip & seal along an existing gravel roadway that is not on the County's list of future hard pave projects. In April, the Board approved Resolution 2020-15 that set the following guidelines for Hard Pave Dust Control:

- Request must be at least 300 LF but no more than 1700 LF
- Requests connecting into existing county hard paved network will receive county provided maintenance in the future, non-connected roadway segments will be maintained at the expense of the resident
- Connected roadways segments may be eligible for annual financed invoicing through the County Clerk, all other requests must be paid at the time of application
- Program is available on a first come, first serve basis and applications will be closed once program reaches capacity
- Program will be limited to no more than six (6) installation locations.

Analysis of the 2020 program determined that the current program costs are appropriate and in no need of change for the 2021 cycle. Cost for installation, 3 layers of road oil and 3 layers of rock chips, will remain at \$19.50/LF. Cost for maintenance, recommended for disconnected hard pave dust control, will remain at \$3.70/LF. Applications will no longer be accepted after March 31, 2021, if the program has not already reached capacity at that time.

**Alternatives:** Table, deny

**Budgetary Impact:**

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

**Total Amount Requested:**

**Additional Attachments:**

Request For Hard Surface Dust Control 2021 Form

## REQUEST FOR HARD SURFACE DUST CONTROL 2021

The Leavenworth County Dust Control Program was revised in 2020 to update the availability of financing and place a program cap on installation.

Dust Control requests must be a minimum of 300 consecutive feet and a maximum of 1700 consecutive feet. A group of neighbors may split the cost if desired, and are encouraged to submit their application as a group, if not utilizing County financing\*. Any Dust Control installation that is not connected to existing hard pave will **not** receive future maintenance provided by the County and will require future maintenance to be paid for by the property owner. If roadways are not maintained, the roadway will be returned to gravel upon disrepair.

\*Only installation requests that will connect to existing hard pave roadways are available for 5-year financing through the County Clerk.

**Dust Control is available on a first come, first serve basis. The 2021 program will be closed to requests after receiving registration of 6 total projects.**

**1 - INSTALLATION OF CHIP & SEAL \$19.50 PER FOOT:**

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

**2 – MAINTENANCE \$3.70 PER FOOT:** Applies to existing chip & seal dust abatement that are ineligible for County funded maintenance (disconnected Dust Control locations)

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

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

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### DUST CONTROL PROGRAM REGISTRATION FORM

Please check one:

\_\_\_\_\_ Installation  
\$19.50 per foot

\_\_\_\_\_ Maintenance  
\$3.70 per foot

\_\_\_\_\_ Installation (5-Yr Finance\*)  
\$19.50 per foot

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

Name \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

PID \_\_\_\_\_ Requested Road: \_\_\_\_\_

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

**PAYMENT IN FULL OR FINANCING MUST BE RECEIVED NO LATER THAN MARCH 31, 2021**

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#### CHEMICAL APPLICATION IS AVAILABLE FOR PURCHASE EACH YEAR

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

**REQUEST FOR HARD SURFACE DUST CONTROL 2021**

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

# Leavenworth County Request for Board Action

Date: November 11, 2020

To: Board of County Commissioners

Department Head Approval: *B. Noll*

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Consider the acceptance of the proposal by ARUP to conduct a feasibility study for the Eastern Gateway Bridge.

**Analysis:** This study is the primary keystone that will determine the viability of the Eastern Gateway project as a public-private partnership. It will establish the level of funding that may be available for the project from the private sector and what portion of the project would have to be publically funded. Arup is an independently operated investment design group with years of national and international experience in this arena. They are familiar with our geographic region from their investments as a private partner in the KCI Single Terminal Project. The proposed study has an 8 week timeline and has not-to-exceed cost of \$100,000.

Momentum on projects, especially those as substantial as this, is hard to generate. At this time the project has interest and has private sector interest. I can reach out at any time in the future for more proposals and interest but it cannot be guaranteed interest will still be held by the private sector.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Required if Approved: \$100,000**

**Additional Attachments:**

Feasibility study proposal provided by Arup.



Leavenworth County Department of Public Works

**Proposal in respect of the Feasibility of the Eastern Gateway Concept P3**

October 8, 2020

Bill Noll,  
Infrastructure and Construction Services Director  
100 N 5th St, Leavenworth, KS 66048  
Leavenworth,  
KS 66048

October 8, 2020

**Eastern Gateway Concept P3 Feasibility Study**

Dear Bill,

It was a pleasure to speak with you last week and, further to our discussion, we are delighted to present our proposal in relation to preparing a feasibility study with a particular focus on P3 procurement, for the delivery of the Eastern Gateway Concept (the "Project").

Arup is a wholly independent organization owned in trust on behalf of its staff. With no external shareholders, creditors, or affiliated businesses, this independence enables us to focus exclusively on what is best for our clients and without conflicts of interest.

Arup offers integrated financial, technical and commercial expertise in the P3 space which we will bring to bear in this first stage in order to validate the P3 concept. We work as a seamless team combining industry knowledge and expertise from our specialists across the Americas region and globally.

Notable projects in the P3 space in which Arup has had a leading role include the Presidio Parkway in San Francisco, the Long Beach Civic Center and a recent feasibility study for a P3 flood defense program.

We have identified an experienced team for this assignment, composed of financial, commercial and technical specialists including those focused on the bridges and highways sector and with experience on projects across jurisdictions. Moreover, the team we have assembled for this project brings forth relevant local experience having worked with the City of Wichita to assess a potential P3 structure for the Wichita Convention Center and Performing Arts. Arup is currently engaged on the Kansas City Airport, Terminal A project with our scope including airfield planning, ITC and security design.

We very much look forward to discussing this important project with you.

With kind regards,



Tim Treharne, Principal, Advisory Services



**Tim Treharne**  
Advisory Services Leader, New York

**t** +1 212-897-1446  
**m** +1 347 899 0011  
**e** [tim.treharne@arup.com](mailto:tim.treharne@arup.com)

77 Water Street  
New York, NY, 10005  
[www.arup.com](http://www.arup.com)



## Our Organization

Delivering an integrated solution

# ARUP

- Arup is one of the world's leading engineering and consultancy practices, providing professional services in all areas of the built and natural environment. We aim to help our clients meet their needs by adding value through commercial and financial structuring, technical excellence, efficient organization and procurement. Throughout the world we aim to provide a consistently excellent multi-disciplinary service, which also incorporates our concern for the environment.
- Arup was established in London in 1946. Today, Arup is one of the largest and most successful global consultancies in the world with over 14,000 staff operating in 88 offices and 33 countries. The firm enjoys total financial independence and has a turnover in excess of US\$2.2 billion. The firm is held in trust for the benefit of its employees and their dependents.
- Arup is an experienced advisor with particular expertise in both the structuring and procurement of P3 projects across a range of sectors including transport and highways.

## Our Approach

- By bringing together technical, commercial and financial market issues we enable our clients to develop structures and tendering strategies to obtain best value for money.
- As a leading global Advisor, we assist our clients throughout the asset lifecycle from procurement through financial close and construction to the end of operations. We leverage our global experience and knowledge to apply to the local context.
- Arup understands the complexity of public private partnerships from experience in a wealth of projects across the US and beyond.



**2020**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year

**2019**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year

**2018**

Shortlisted: Financial Advisor of the Year  
Shortlisted: Technical Advisor of the Year



**2019**

North America Technical Advisor of the Year  
Latin America & Europe Technical Advisor of the Year

**2018**

North America Technical Advisor of the Year  
Europe & Africa Technical Advisor of the Year





## Our Team

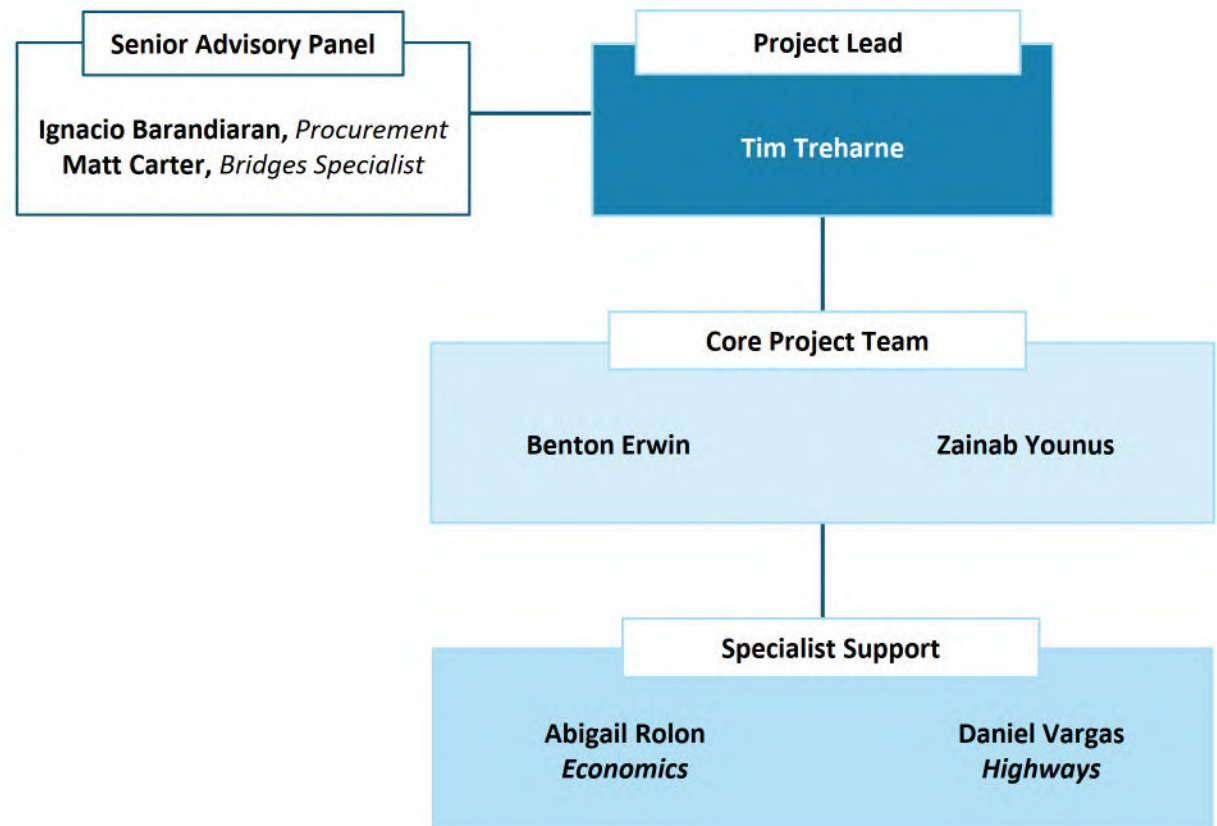
Arup offers a team of experienced individuals to assist you in this project.

At Arup we believe in working as an integrated team involving significant iterative client interactions. You will therefore find that we take a proactive approach and will get fully involved with your team to deliver the required deliverables at the initial stage and beyond.

**Tim Treharne** will have overall responsibility for the delivery of the project, coordinating the inputs of specialists to deliver the required outputs supported by a core project team and a senior consultation panel.

Our advisory panel includes a procurement specialist, **Ignacio Barandiaran** who brings relevant local experience in Kansas. Additionally, **Matt Carter** will serve as a bridges specialist. The integration of the technical considerations with the financial allows for holistic advise.

The team structure represents a highly skilled staff selected based on transaction requirements. Key team members are highlighted in the chart opposite, with supporting profiles provided in the following pages.



## Our Team

### Project Lead and Senior Advisory Panel



**Tim Treharne**  
Project Lead

Tim is a Principal at Arup's New York Office with extensive experience in the development of public private partnership programs and projects. Having been a lender, adviser (both public and private side) and an investor in this area, Tim has a 360 degree view of the market and has advised numerous public authorities on the development of their programs and projects in the US, Europe and South America.

Tim's previous roles have included being Head of Global Infrastructure for Bank of America, Senior Director at KPMG Global Infrastructure and most recently as European Chief Operating Officer for Meridiam.

His specialties include project finance, PFI, PPP, P3 and privatizations. Tim brings a depth of market knowledge in structuring alternative delivery models for public clients including for multi-jurisdictional projects.



**Ignacio Barandiaran**  
Procurement Specialist, Advisory Panel

Ignacio Barandiaran is a Principal at Arup's San Francisco, CA office and is a member of Arup's Board of Directors in the Americas region. He heads Arup's Transaction Advice business in North and South America, leading a team of financial and technical infrastructure specialists delivering economics and strategy advice, management consulting, due diligence, and financial advice. He has extensive knowledge of alternative funding and delivery models and the project and municipal finance markets. Ignacio works with public sponsors/agencies, equity providers, concession companies, contractors, rating agencies, and lenders. He has advised his clients on transportation and social infrastructure projects.

Ignacio's expertise has provided a notable impact to a variety of projects in the US and abroad. Within the last eight years Ignacio has undertaken over sixty infrastructure advisory assignments representing over \$60 Billion in aggregate project value. These include pathfinder projects such as the Texas High Speed Rail, Long Beach Civic Center, and the Presidio Parkway. Ignacio is currently advising the City of Denver on the development of a policy and organizational structure to support a program of innovative delivery and financing projects across the city



**Matt Carter**  
Bridges Specialist, Advisory Panel

Matt Carter is a Principal in the New York office. He has extensive experience of the conceptual and detailed design of long span and complex bridge structures in North America, East Asia, Europe, Africa and Australia.

Matt has been involved in numerous design-build projects and public private partnerships with both owners and contractors as clients, gaining unique insights by working from different perspectives.

Notable projects include major cable stayed bridges such as the New Bridge for the St Lawrence in Montreal. Matt's long span bridge experience also includes design of suspension bridges and he has experience of major precast post-tensioned concrete viaduct projects both on land and over sea.

Matt's project experience includes the Tappan Zee Bridge replacement, which was procured on a design-build basis with Arup acting as the owner's engineer. He also served as the Bridges Lead for the New Bridge for St Lawrence, Montreal, QC project, developing the business case for replacing an ageing urban bridge on a Public-Private-Partnership basis.

## Our Team

### Core Team Members and Specialist Support



**Benton Erwin**  
Associate

Benton works as a project manager with Arup's Transaction Advice group. Benton is a leading consultant for Public Private Partnership and general project finance advisory.

His project experience includes serving as the Project Manager for the Indiana Toll Road sell-side due diligence as well as for IFM's acquisition of OHL Concesiones portfolio. Benton also advised on the recent Puerto Rico highway M&A process.

Benton has extensive experience supporting governments, sponsors and lenders to navigate project development from inception through financial close and into the construction and operations phases. Benton has advised on over 30 project finance deals with experience throughout the Americas and primarily in the transportation and energy sectors.

Benton joined Arup in April, 2013 upon the completion of his Sustainable Design and Construction master's degree from Stanford University where he focused on infrastructure project delivery, construction management, and project finance.



**Zainab Younus**  
Analyst

Zainab Younus is an Analyst with Arup's Advisory Services team based in New York. She advises owners and investors on infrastructure projects from a variety of perspectives.

At Arup, she has worked on projects across a range of different sectors including transportation.

Her project experience includes completing the commercial review of various assets ranging from the energy sector to telecom. She has also conducted business plan review for various asset classes on technical engagements.

Zainab has worked on various delivery options analysis and feasibility studies. Recently, she worked on a resiliency projects related feasibility study, assessing whether a P3 structure would be a viable option to deliver the project. She led the financial analysis and model development to assess the financial and commercial structure.

Prior to joining Arup, Zainab was an Industrials Investment Banking Analyst focusing on the Transportation and Logistics vertical, covering various trucking, shipping, rail and logistics clients.



**Abigail Rolon**  
Associate

Abigail has 15 years of international experience conducting economic evaluations and financial analysis of public, private, and public-private investments. Abigail's specific skills include the ability to manage complex projects, perform benefit cost analysis of infrastructure projects, develop macroeconomic forecasts for traffic and revenue studies in the transportation sector, communicate and negotiate effectively, and handle multiple tasks and assignments in a fast-paced environment.

Abigail was a member of the team for the Wichita Convention Center and Performing Arts feasibility study. She has also worked on the Presidio Parkway P3 project, completing the benefit-cost analysis. Moreover, as part of the technical due diligence for a road safety improvement plan to be executed by the City of Buenos Aires, Argentina and supported by a loan from the Inter-American Development Bank, Abigail led the economic evaluation of the proposed road safety improvements.

Before joining Arup Abigail worked at a transportation consulting firm developing funding strategies to finance transportation investments at state and local levels, and performing quantitative analysis of transportation investments using benefit-cost methodology and economic impact analysis.



**Daniel Vargas**  
Senior Consultant

Daniel Vargas is a Transaction Advice Project Manager in Arup's San Francisco Office. He is responsible for supporting a wide range of owners and investors in increasing certainty of outcome of project delivery. His background includes professional experience in multiple phases of EPC projects, including holding responsibilities in Procurement and Construction Management for mega projects.

Prior to joining Arup, Daniel was the Productivity and Performance Manager for one of the world's largest contractors where he was deployed on a \$6 billion petrochemical complex in Pennsylvania. Daniel is a Six Sigma Black Belt and has led engagements in a variety of process improvement efforts. He has developed multiple business intelligence tools for effective decision making and championed the deployed of a variety of technologies to improve construction safety, quality and performance.

Daniel holds a BSc in Architectural Engineering and an MSc in Civil Engineering from the University of Texas at Austin. Daniel is fluent in English and Spanish.



## Project Understanding

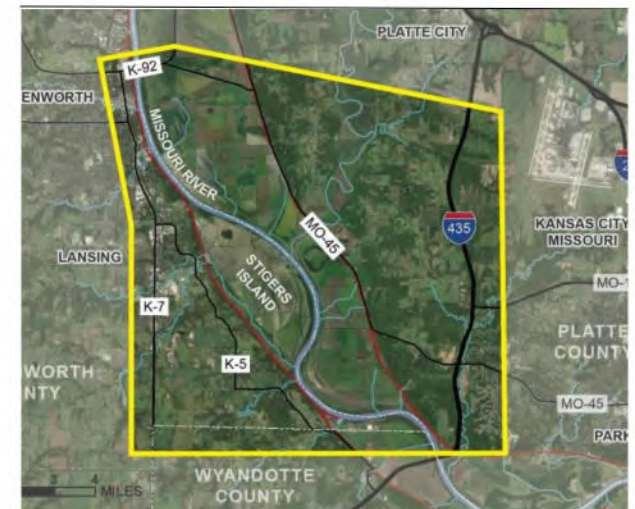
### Our Understanding

Arup understands that the Leavenworth County commissioned a study aimed to (i) assess and evaluate up to three potential connections between Kansas 7 Highway and I-435 including connections to Missouri Route 152 and Missouri Route 45, (ii) develop preliminary cost estimates and (iii) develop preliminary traffic volumes. We understand that TranSystems was awarded the contract to complete the study.

Currently, there is limited bi-state connectivity within the County; travel time to the Kansas City metropolitan area is significant. The Eastern Gateway Project, a potential bridge / roadway, aims to increase connectivity across the Missouri River.

Having completed a preliminary technical feasibility study, the County is interested in evaluating the financial feasibility of the Project, particularly if the Project may be procured through a private-public-partnership (“P3”) structure. Given the

recent changes in the law allowing for road tolling, there is an interest from County officials to assess whether the project may be funded through the tolls the Project earns. Moreover, the County is also interested in understanding potential market interest from private partners.



#### Study Area

Source: TranSystems Eastern Gateway Concept Study\_Final Report

## Approach

Our approach is described below

### Review of the County's Objectives

As a preliminary to any procurement, establishing the procuring authority's short and long-term objectives. We will highlight the possible P3 structures available in that context and consider risk transfer and value for money.

To identify the most appropriate scenarios and to effectively assess the risks associated with each option, it is important to set out a clear set of prioritized financial and non-financial objectives for the procuring authority.

We will meet (virtually) with you to assess technical work project goals and constraints, technical challenges and risks, stakeholder issues, political landscape, public concerns, and opportunities for private sector technical innovation.

### Review Delivery and Funding Options

We will consider the feasibility of the project as a P3, and will liaise with:

1. Your legal counsel in relation to the current legislative framework and highlight any needs including for a bi-state agreement; and
2. Your technical adviser in terms of traffic and revenue and project cost assumptions as well as the program for environmental approvals.

We will construct a bespoke financial model for the project which will incorporate the assumptions mentioned above to evaluate the extent to which the project will be able to fund itself through tolls.

We will develop a high level project terms sheet that would be suitable for P3 delivery along with a report of findings and action plan.

### Market Sounding

The Arup team has extensive experience conducting market soundings and is very familiar with the various market participants.

We conduct structured interviews with the various market participants including contractors, investors and investor developers.

This process typically starts with a project specific questionnaire, prefaced by a short description of the project. This process is designed to validate our conclusions as well as to start mapping potential bidders.

We will also consider the likely timeline for P3 procurement.

## Scope of work

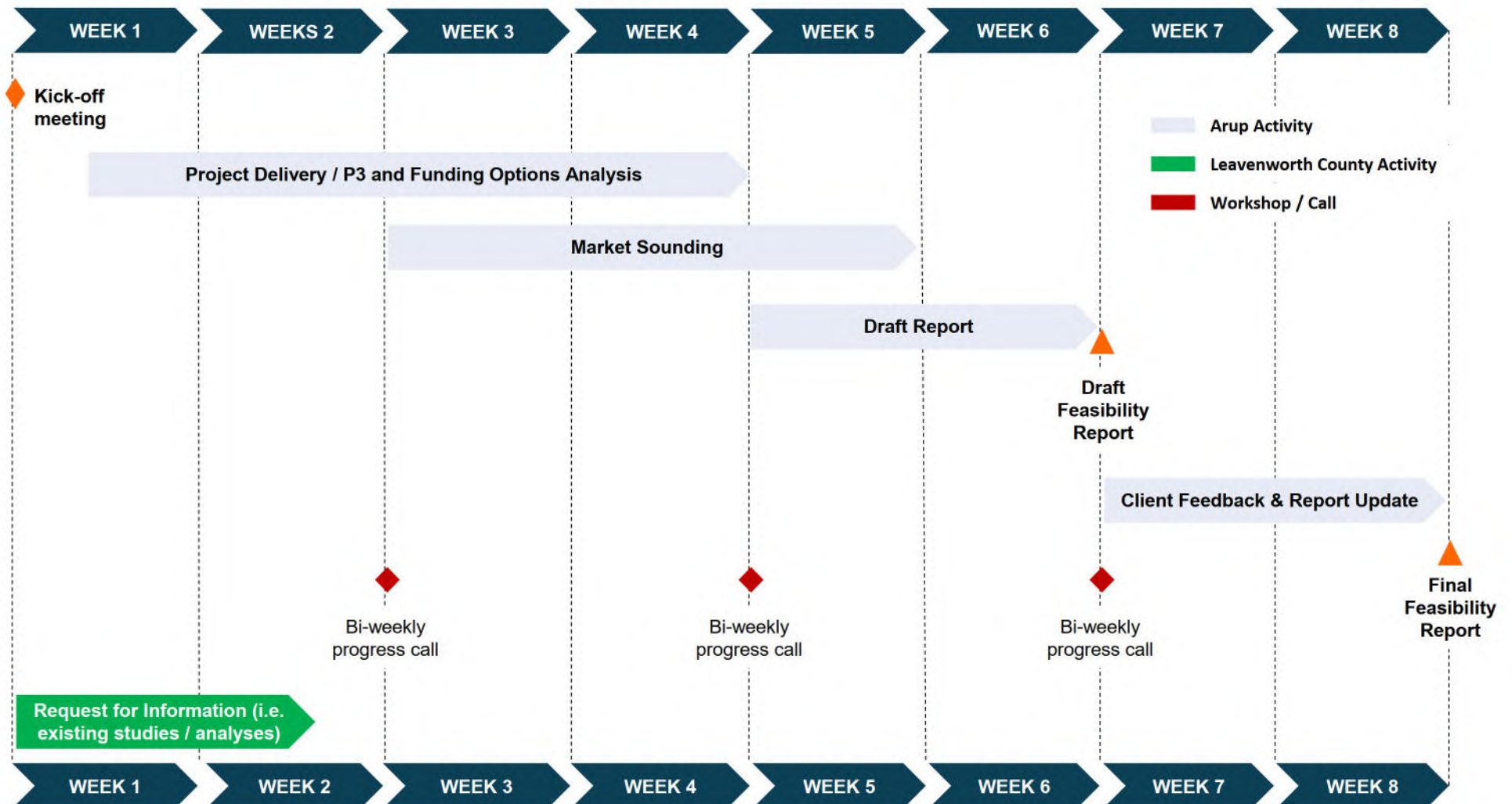
### Detailed scope of work for reviewing the options

	Task
<b>Project Kick-off</b>	We will conduct a workshop call with you aimed to (i) review and establish the County's short and long-term objectives, (ii) project objectives, (iii) risk appetite, and (iv) review of work conducted by the County thus far, including cost and traffic estimates. This information will help inform our analysis of potential commercial structures. Moreover, during the kickoff call, we hope to review and finalize the work plan and scope with you as well as confirm availability of key County resources including identifying the County's advisors on the project including legal advisor, with whom we will liaise with regarding legal framework matters and technical adviser with whom we will liaise regarding traffic & revenue and cost assumptions as well as environmental process.
<b>Project Delivery and Funding Options Analysis</b>	<p>We will conduct a qualitative review of the delivery options, including P3s, available to the County under the existing legislation. We will also conduct a quantitative analysis of the delivery options by constructing a bespoke financial model for the project to evaluate the cost to the County of procuring the project through a P3 structure.</p> <p>We will request certain inputs and assumptions from the County for our financial model analysis, including, but not limited to, preliminary cost and traffic &amp; revenue estimates.</p>
<b>Market Sounding</b>	<p>Prior to the interviews, we will prepare for the County's approval the topics for discussion and a series of base questions. The main objective of the market sounding is to confirm/validate certain commercial and financial assumptions, such as preliminary capital structure or key terms and conditions. This feedback will be taken into account in the commercial and financial analysis of the options and in the development of the eventual procurement documents. The findings and conclusions are extremely valuable to better shape the procurement strategy, schedule, and risk allocation.</p> <p>In our experience, the County will get the most value from the market sounding if the process is conducted primarily by the advisor directly with the interested operators and, as necessary, investors and developers in the one-on-one meetings. This allows us to preserve confidentiality and to anonymize the feedback provided. The benefit is greater willingness of the firms we meet to share their candid assessment, ideas, and recommendations. Arup has a hard-earned reputation in the market for guarding confidentiality. This has been earned not only through numerous public sector advisory engagements, but also through our many private sector engagements for project financings and infrastructure M&amp;A advisory.</p>
<b>Deliverable</b>	We will present the findings of the our analysis in a report to be shared with the County officials.



## Proposed Schedule

We propose bi-weekly meetings to review progress. The timeline assumed is contingent on receiving inputs and data from the County in a timely manner.





## Our Commercial Terms

### Fee basis and assumptions

#### Proposed Commercial Terms

1. We are pleased to provide the proposed scope of work on a time and materials basis, assuming the rates presented in Table 1. We have assumed a not-to-exceed cap of \$100,000 to complete the feasibility study.
2. We propose to invoice according to the following payment schedule.

**Mobilization Payment: \$25,000 upon notice-to-proceed;**

**Monthly invoices on time & materials basis.**

*Mobilization payment covers the first \$25,000 of time & materials.*

3. These fees take account of the indicative scope included in this proposal and assume that:
  - A draft report containing our initial findings would be developed after approximately 6 weeks of commencing work.
  - Our final report would be delivered 2 weeks later, reflecting our final comments and incorporating your feedback.
4. All reasonably incurred disbursements and expenses will be charged separately at cost for all phases of work.
5. Our engagement in this feasibility study is

on the basis that our organization will not be conflicted out of further procurement opportunities relating to Eastern Gateway concept project.

6. Our report will be prepared in English.
7. We explicitly do not permit circulation of and/or reliance upon any of our deliverables to/by retail investors and we will not accept any extension of responsibility and/or liability to retail investors and you agree to expressly indemnify Arup against any liability arising from such risk.
8. Our proposal is conditional on the acceptance of Arup's standard terms of engagement which will be provided separately. Please refer to the key terms and conditions in Appendix A.
9. Reimbursable expenses will be invoiced without mark-up.

#### Additional Assumptions

Our fee proposal is based on the following terms and assumptions:

- Our hourly billing rates are valid until March 31, 2021. Rates will then be escalated on a yearly basis by US CPI +2.5%.
- Arup will commence work upon a signed, executed engagement agreement and notice to proceed.
- Any additional services that may be

requested will be undertaken on a time and materials basis and is not included in the not-to-exceed cap.

- Our final reports and deliverables will be solely for your benefit.
- Any additional work beyond that as outlined in this scope and fee proposal, which has been agreed prior to being undertaken, will be charged at the rates in the table below.

Table 1: 2020 / 2021 Daily Rate

Transaction Specialists	US\$/hr
Project Director / Principal	\$530
Associate Principal	\$385
Senior Consultant	\$325
Technical Specialist	\$295
Consultant / Engineer	\$225
Administrative Support	\$130



## Our Select Experience



### Wichita Convention Center and Performing Arts Feasibility Study

#### City of Wichita

The City of Wichita was considering the remodeling or replacement of the convention and performing arts spaces currently located in the Century II facility. The City needed to examine all available funding and delivery methods such as P3 to harness the creativity and the capital of the private sector. Arup provided P3 business case services to help the City meet its needs. Arup conducted an evaluation of funding alternatives, including a P3 approach and other non-traditional delivery methods that could provide access to private capital through an appropriate procurement process. Arup recommendations to the Mayor and City Council included various options and strategies to fund and deliver the project, including potential access to private capital and non-traditional sources.



### Los Angeles Convention Center Delivery Options Analysis

#### City of Los Angeles

Arup was hired by the City of Los Angeles to evaluate at a strategic level alternative financing and delivery options for the new Convention Center. The Arup team identified an opportunity to recommend a Value-optimized Project through a significant mixed-use real estate development that could be integrated within the LACC campus, and was subsequently hired to conduct a detailed Business Case.

Scope of work included market analyses, delivery options analyses, identification of innovative revenue enhancement, fiscal impact analysis, EIR and procurement schedule development.



### Los Angeles Street Civic Building P3, California

#### City of Los Angeles

Arup supported the City of Los Angeles in the development, management, and implementation of the procurement strategy for their first development in a 15-year Civic Center Master Plan. The Los Angeles Street Civic Building is a \$700MM investment built to improve operational efficiency, revive the Civic Center core and minimize the city's administrative costs.

Arup's responsibilities included developing the commercial and financial structure, coordinating the development of the technical requirements and delivering contract and project management during the procurement process.



### Port Manatee P3

#### Manatee County Port Authority

Arup was the lead financial, commercial and technical advisor to the Manatee County Port Authority. Arup assessed the feasibility of the development and procurement of a long-term lease or P3 concession.

For the first phase of the project Arup determined whether the Authority should proceed with a concession model. The second phase included the development of an RFQ for selection of a concessionaire followed by contract negotiations. To determine the feasibility of future container and terminal expansion needs at the South Port, Arup completed a detailed review of the Port's existing business. Arup analyzed the Port's current demand and capacity and tested various scenarios. Arup also assessed the Port's current financial performance and capacity to raise new debt.

## Our Select Experience



### Resiliency Projects P3 Feasibility Study

#### Confidential

Arup was appointed as the lead financial advisor to a City Authority in connection with its resiliency projects. Arup conducted a P3 feasibility study to assess whether the authority's resiliency projects may be procured as a P3.

Arup created a bespoke financial model to assess the structure of the potential P3 as well as the annual availability payment the authority would pay the developer. Arup also conducted an analysis of the risks involved with the project and potential allocation of the identified project risks.



### Presidio Parkway P3– Doyle Drive Replacement Project

#### San Francisco County Transportation Authority

The project sponsor commissioned Arup to perform an analysis for alternate methods of delivery in the later parts of the contract. A series of financial modeling and risk analyses were done to assess the feasibility of delivering the later parts of the project via Public-Private Partnerships.

Arup was a significant contributor to procurement documents including the RFQ and RFP, concession agreement, technical specifications, and project funding agreements. Arup developed the bid evaluation criteria and played a central role assisting the State DOT with negotiations and selecting a preferred bidder.



### Structuring Milestone Payments

#### PPP Canada

Arup was appointed to deliver a study on the structuring of construction milestone payments for transport PPP projects. PPP Canada is a federal Crown corporation with a mandate to improve the delivery of public infrastructure.

The purpose of the study was to develop a consistent basis for the identification of milestones and the structuring of milestone payments. This involved detailed consideration of the financial, commercial and technical issues that underpin PPP projects, and understanding the effect that construction milestone payments have on risk transfer and Value for Money, to identify appropriate milestones and mitigation measures to manage potential risks arising.



### Long Beach Civic Center P3

#### City of Long Beach

Arup was appointed as the lead advisor to the City of Long Beach for the development of a new Civic Center. Arup led the project definition and required programming, RFP development, market engagement, and proposal evaluations.

Arup continued to advise the City in the exclusive negotiation period, during which Arup provided technical, commercial, and financial advice, as well as coordinating closely with legal advisors, to assist the City structuring the project and develop project agreements in concert with its private partner. The project reached financial close under Arup's advisory in April 2016.

## Our Select Experience Bridges



Goethals Bridge Replacement, New York,  
New Jersey

### Macquarie Infrastructure and Real Assets

Arup was the Lenders' Technical Advisor for the Goethals Bridge Replacement Project.

The Goethals Bridge Replacement Project included the design, construction, financing, and maintenance of the Goethals Bridge connecting Elizabeth, New Jersey, to Staten Island, New York. Works included the construction of a new 6-lane cable-stayed main span bridge, the demolition and removal of the existing bridge and the construction of new approach structures and realignments to link to the existing road network.

The Goethals Bridge Replacement Project is the first large P3 project in the New York area.



Champlain Bridge, Canada

### Public Works & Government Services Canada

Arup supported the grantor for the P3 procurement of a new bridge over the St Lawrence river in Montreal, Quebec, Canada. The project included the replacement of 8.5km of existing highway, including almost 4km of existing bridges, totaling \$3-5bn.

Arup was the engineering consultant that prepared the preliminary engineering and the technical requirements for the RFQ. Arup also developed the reference design for the RFP. Arup is currently the owner's engineer during the construction of the infrastructure.



Tappan Zee Bridge, New York

### New York State Department of Transportation

Arup acted as technical adviser to the owner for the replacement of the existing Tappan Zee Bridge with a new twin structure carrying 8 highway lanes, with future capacity for BRT and CRT.

Arup prepared design drawings, technical reports and estimates for the NEPA environmental review process and contract documentation to support the FHWA, NYSDOT and NYS Thruway Authority through the various stages of scheme development to design-build contract award and construction oversight.

## Our Select Experience Highways / Toll Lanes



### State Highway 288 (SH 288) Toll Lanes Project

**Cintra Infraestructuras S.A.**

Arup acted as Lenders' Technical Advisor. The project consists of adding four toll lanes over a 10.3 mile segment of the existing SH 288 between US 59, near downtown Houston, Texas, and the Harris County line, at Clear Creek, south of the city.



### Portsmouth Bypass P3 Project

**Cintra Infraestructuras Ferroviario Agroman and Alan A Myers**

Arup acted as Lenders' Technical Advisor. The project comprises the design, construction, financing, operation, and maintenance of a four-lane, divided, limited-access highway comprised of 16 miles of new freeway around the City of Portsmouth in Scioto County, designated as State Route 823 (SR 823).



### I-4 Ultimate Project, Florida

**Infrared Capital Partners, Fluor Enterprises and Kiewit Infrastructure**

Technical Advisers to Lenders for financing. The project includes reconstruction and widening of the I-4 mainline and all associated improvements from west of Kirkman Road to East of SR 434 for a total project length of approximately 21 miles.



## Our Select Experience Highways / Toll Lanes



I-495 Capital Beltway HOT Lanes, Virginia

### **VDOT and Capital Beltway Express**

Arup served as the Independent Engineer for the first HOT Lanes project to be implemented in Virginia, as part of capacity improvements for the I-495 Capital Beltway.

Arup monitored all aspects of the construction of the project on behalf of VDOT, Concessionaire and the Lenders.



IDEAL Toll Road Portfolio, Mexico

### **Canada Pension Plan Investment Board & Ontario Teachers' Pension Plan**

Arup was commissioned by CPPIB and OTTP to provide technical and environmental due diligence services related to the acquisition of a stake in Impulsora del Desarrollo y el Empleo en América Latina (IDEAL). The portfolio included 13 toll road concessions spread across 1,700km, three logistics terminals, two wastewater treatment plans, as well as a toll collection service business and an operations business.

Arup's analysis focused on asset conditions, opex review and lifecycle capex review to support building up the deal's business case and advise on the adequacy of expenditure assumptions.



Indiana Toll Road Acquisition

### **IFM Investors Pty**

IFM Investors appointed Arup to perform Technical and Traffic and Revenue due diligence for the acquisition of Indiana Toll Road. The ITR is a 157 mile route linking the Chicago Skyway in the west and the Ohio Turnpike in the east.

## Our Select Experience Highways / Toll Lanes



Elizabeth River Crossings, Virginia

**Elizabeth River Crossings (joint venture of Macquarie & Skanska)**

Arup served as Technical and Traffic Advisor to the project's lenders through an independent due-diligence review of the facility's complex technical aspects, as well as traffic and revenue projections for the tolling plan.

Arup also developed a risk assessment which included PMLs during construction and operations.



I-95 HOV/ HOT Lanes Project, Virginia

**RBC Capital Markets**

Technical Adviser to Lenders for financing. The project involved the conversion of an existing HOV lane to a HOT lane and the addition of a second HOT lane.



American Roads Portfolio, Alabama & Michigan

**Oaktree Transportation Infrastructure Fund LP**

Arup was hired to provide technical due diligence services to support a potential acquisition of American Roads LLC. The portfolio included four toll bridges in Alabama and the Detroit-Windsor Tunnel which spans the Detroit River and houses a US-Canada border crossing.

The scope included a commercial review of the operator, a major maintenance review, and an operations and maintenance review.





Standard Terms and Conditions
For Technical Advisory Projects (Version: AFL-01TA)

Table with 5 columns: Date, Client Entity ("Client"), Arup Entity ("Arup"), Owner Entity ("Owner"), Project Title ("Project"), Exhibits. The table contains detailed terms and conditions for technical advisory projects, including sections on extent of agreement, responsibilities, liability, insurance, and termination.

and may be relied upon only by the Client. Any reliance by a third party ("Recipient") is subject to Arup's prior written consent at its sole discretion and subject to the third party execution of Arup's standard form reliance letter. Cost estimates generated or modified by Arup are to be an "Engineer's Estimate" and represent Arup's judgment as a design professional familiar with the construction industry. It is recognized, however, that Arup does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Arup cannot and does not warrant or represent that bids or negotiated prices will not vary from any the Arup cost estimate or evaluation prepared or agreed to by Arup. Arup may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services Arup may supply oral, draft or interim advice or reports or presentations but in such circumstances Arup's written advice or Arup's final written report shall take precedence. No reliance shall be placed on any draft or interim advice or report or any draft or interim presentation. The following notice, or a notice in substantially form, may be affixed to any report or other document furnished by Arup: *"This document was prepared by Arup \_\_\_\_\_ ("Arup") for the benefit of \_\_\_\_\_ solely in its capacity as Technical Advisor pursuant to an Agreement dated \_\_\_\_\_. Arup (a) makes no warranty, expressed or implied, with respect to the use of any information or methods disclosed in this document; and (b) assumes no liability with respect to the use of any information or methods disclosed in this document. Any recipient of this document, by its acceptance or use of this document, releases Arup from any liability for direct, indirect, consequential, or special loss or damage whether arising in contract, warranty, express or implied, tort or otherwise."*

**12. DISPUTE RESOLUTION:** In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all parties, the Client and Arup agree to settle their disputes by good-faith mediation as a condition precedent to the institution of legal proceedings by either party. If mediation would jeopardize the substantive rights of either party due to the application of any applicable statute of limitations, then mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the United States of America, in the state of New York, unless another location is mutually agreed upon. In the event that the matter cannot be resolved through (or is not appropriate for) negotiation or mediation, the dispute shall be submitted for determination in the applicable courts of the state of New York and this Agreement shall be subject to and construed in accordance with the laws of that state. The Client shall not assert any claim against Arup more than one (1) year after the date of Arup's final invoice.

**13. NOTICES / MODIFICATION / NO WAIVER / FORCE MAJEURE:** Any and all notices or other communications required by this Agreement or by law to be served on, given to, or delivered to either party, shall be in writing and shall be deemed received upon receipt of telegraphic, facsimile or electronic notice. The Agreement may be amended only by written modification executed by both parties and may not be assigned without the written permission of the non-assigning party. The failure to put into effect, exercise or enforce any term, condition or provision of this Agreement shall not be deemed a waiver of such term, condition or provision or the party's right to enforce it. Should any part of this Agreement be rendered or declared illegal, legally invalid or unenforceable the remaining parts of this Agreement shall remain in full force and effect. The language shall not be construed for or against either party, regardless of who drafted it. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document and a signature by facsimile or electronic mail may be used by any party to this Agreement as if it were an original signature. Each party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement. Neither the Client nor Arup shall be held accountable or penalized under the terms of this Agreement for the failure to perform which is occasioned by a Force Majeure Event, which shall mean an event or circumstance which is (1) beyond a Party's reasonable control, (2) the affected Party could not have reasonably avoided or overcome, and (3) which is not substantially attributable to the other Party. Force Majeure Events may include, without limitation, war, invasion, act of terror, strike (but not strikes or disputes unique to a Party), riot or other public disorder, intervening Act of God, natural disaster, hurricane force winds, tornadoes, disease outbreak, epidemic or pandemic, or other declaration of public health emergency, quarantine restriction.

For further information about this submission, please  
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# Leavenworth County Request for Board Action

Date: November 4, 2020

To: Board of County Commissioners

Department Head Approval: *B. Noll*

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Consider the engagement of outside legal counsel provided by Ballard and Spahr for the Eastern Gateway Bridge Project.

**Analysis:** If the Leavenworth County Board of County Commissioners approves the completion of a feasibility study, the Public Works Department will need to secure outside counsel to decipher the feasibility study, preparing the initial plan and schedule of the parallel activities (NEPA, bi-state arrangements, KDOT/KTA process, inventory of procurement process, early risk discussions, related activities) could be done for an estimate not to exceed \$75,000. How much counsel is used will be determined by county staff and will be refined as we move through the process. Staff will try to minimize the legal assistance being received until the feasibility study is nearing completion and is entering review. Presuming things go well (i.e., positive results from the feasibility study, etc.). There's a lot of strategy at this point – positioning, sequencing, etc. Hourly billing rates for their services are \$535/hr.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Required if Approved: \$75,000**

**Additional Attachments:**