We encourage everyone to view the meeting live via YouTube.

# Leavenworth County Board of County Commissioners

*Regular Meeting Agenda* 300 Walnut Street, Suite 225 Leavenworth, KS 66048 December 20, 2023 9:00 a.m.

# I. CALL TO ORDER

# II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

# III. ROLL CALL

IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.

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

# V. ADMINISTRATIVE BUSINESS:

- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of December 13, 2023
  - b) Approval of the schedule for the week December 25, 2023
  - c) Approval of the check register

d) Approve and sign the OCB's

### VII. FORMAL BOARD ACTION:

a) Consider a motion to allow apportionment of reimbursement funds from the Kansas Department of Aging and Disability Services for incarcerated individuals awaiting court-ordered competency evaluations.

b) Consider a motion to approve Seifert's Flooring for flooring replacement to the Health Department in an amount not to exceed \$59,000.00 through the Epidemiology and Laboratory Capacity grant.

c) Consider a motion to approve the construction contract with Reece Construction for the replacement of bridge A-60 in an amount not to exceed \$325,000.00 after contingency for pile lengths.

d) Consider a motion to approve a Memorandum of Understanding clarifying and granting all duties including but not limited to administrative, fiscal, reporting management and maintenance relative to the award of Kansas Base Grant 2.0 to the city of Lansing.

e) Consider a motion to approve Resolution 2023-36, committing the application of all funds received by the County through the provisions of K.S.A. 79-2959, as amended, to the reduction of local ad valorem taxes.

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

#### IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

#### Monday, December 18, 2023

#### Tuesday, December 19, 2023

- 12:00 p.m. LCPA meeting
- 12:00 p.m. MARC meeting

#### Wednesday, December 20, 2023

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

#### Thursday, December 21, 2023

#### Friday, December 22, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

#### \*\*\*\*\*\*December 13, 2023 \*\*\*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, December 13, 2023. Commissioner Kaaz, Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Stieben and Commissioner Culbertson are present; Mark Loughry, County Administrator is absent; Also present: David Van Parys, Senior County Counselor; Bill Noll, Infrastructure and Construction Services; Janet Klasinski, County Clerk; John Jacobson, Planning and Zoning Director; Janice Van Parys, County Treasurer; John Richmeier, Leavenworth Times

Residents: Rebecca Swearingen, John Matthews, Kurt Brack, Dee Hull, Dustan Hull

#### ADMINISTRATIVE BUSINESS:

Janice Van Parys introduced the new County Treasurer as of January 2, 2024.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to authorize the chair to declare that the replacement fuel system constituted an emergency situation under Kansas law.

#### Motion passed, 5-0.

Bill Noll updated the Board on the emergency fuel replacement system.

Commissioner Stieben read information provided by the Kansas Association of Counties regarding property taxes.

Commissioner Doug Smith requested to play a LAVTR video next week that was shown at the Kansas Association of Counties conference last week.

Commissioner Culbertson requested the consensus of the Board to pass an official LAVTR resolution.

It was the consensus of the Board to add the LAVTR resolution to next week's agenda.

Commissioner Stieben requested a meeting with the attorney of Flatlands to discuss the memorandum of understanding.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, December 13, 2023 as presented. Motion passed, 5-0.

Janet Klasinski presented Resolution 2023-35, waiving the GAAP requirements.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Mike Smith to approve Resolution 2023-35 waiving the GAAP requirement of K.S.A. 75-1120a(a) as they apply to the County of Leavenworth for the year ended 2023. Motion passed, 5-0.

PUBLIC COMMENT:

Rebecca Swearingen and Kurt Brack commented on an agenda item.

John Jacobson presented Resolution 2023-32, a special use permit for Tri-Hull Crane Rental.

A motion was made by Commissioner Stieben and seconded by Commissioner Doug Smith that based on the findings of the Golden Factors, as set forth in the staff report and as adopted by the Planning Commission and substantiated by the facts, testimony and evidence presented, to adopt Resolution 2023-32 and conditionally approve the proposed special use permit as outlined in Case DEV-2023-136 which is Tri-Hull subject to the performances and observations of the conditions set forth in the staff reports.

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

Bill Noll requested approval of the 2024 dust control request form.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve the 2024 dust control request form.

#### Motion passed, 5-0.

Mr. Noll requested the approval of an agreement with KDOT for the replacement of bridges SH-54 and SH-61.

#### A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve Project Agreement No. 729-23 for the replacement of bridges SH-54 and SH-61 on Golden Road. Motion passed, 5-0.

Mr. Noll requested approval to lease two trucks with Nextran in the amount of \$182,494.33.

# A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to approve the lease of two trucks with Nextran in the amount of \$182,494.33. Motion passed, 5-0.

Commissioner Mike Smith will attend the LCDC Annual Meeting on January 19.

Commissioner Doug Smith and Stieben attended the KAC Conference in Wichita last week.

Commissioner Culbertson met with individuals from Fort Leavenworth to discuss LAVTR and pilot checks. He reported the city of Easton will be writing a letter of support for the LAVTR.

Commissioner Kaaz attended cultural training for the Panasonic plant and the Transit Authority meeting. She also attended the Leavenworth City Commission meeting.

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

Motion passed, 5-0.

The Board adjourned at 10:06 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

#### Monday, December 25, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF CHRISTMAS

Tuesday, December 26, 2023

#### Wednesday, December 27, 2023

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

Thursday, December 28, 2023

Friday, December 29, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	338328	106130 AP	12/15/2023	3-001-5-05-301	381 EMS #10 WINDOW ENVELOPES	313.00	
438	ADVENTHEALTH	ADVENTHEALTH SHAWNEE MISSION	338329	106131 AP	12/15/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	725.00	
438	ADVENTHEALTH	ADVENTHEALTH SHAWNEE MISSION	338329	106131 AP	12/15/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	725.00	
							*** VENDOR 438 TOTAL		1,450.00
14543	ALL PRO LA	ALL PRO LAUNDRY EQUIPMENT	338330	106132 AP	12/15/2023	3-001-5-07-359	LVCO JAIL VALVE, PROCESSOR	770.90	
14543	ALL PRO LA	ALL PRO LAUNDRY EQUIPMENT	338330	106132 AP	12/15/2023	3-001-5-07-359	LVCO JAIL VALVE, PROCESSOR	1,095.98	
							*** VENDOR 14543 TOTAL		1,866.88
13088	APPRAISER	APPRAISER'S EDUCATION FUND	338331	106133 AP	12/15/2023	3-001-5-41-202	POWER BI-RW, COMM'L DEPR RW, T	520.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	338331	106133 AP	12/15/2023	3-001-5-41-202	POWER BI-RW, COMM'L DEPR RW, T	95.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	338331	106133 AP	12/15/2023	3-001-5-41-202	POWER BI-RW, COMM'L DEPR RW, T	95.00	
							*** VENDOR 13088 TOTAL		710.00
2167	ASTROPHYSICS INC	ASTROPHYSICS INC	338332	106134 AP	12/15/2023	3-001-5-07-208	JUSTICE CENTER X-RAY INSP 1 YE	14,098.40	
1061	B & W FIRE LLC	B & W FIRE LLC	338334	106136 AP	12/15/2023	3-001-5-07-208	12003 EOC FIRE EXT INSP/MAINT	213.90	
1061	B & W FIRE LLC	B & W FIRE LLC	338334	106136 AP	12/15/2023	3-001-5-31-290	ANNUAL FIRE EXT INSPECTIONS	508.05	
1061	B & W FIRE LLC	B & W FIRE LLC	338334	106136 AP	12/15/2023	3-001-5-31-290	ANNUAL FIRE EXT INSPECTIONS	78.00	
1061	B & W FIRE LLC	B & W FIRE LLC	338334	106136 AP	12/15/2023	3-001-5-31-297	ANNUAL FIRE EXT INSPECTIONS	102.00	
							*** VENDOR 1061 TOTAL		901.95
23537	BOUND TREE	BOUND TREE MEDICAL LLC	338335	106137 AP	12/15/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	1,130.53	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	338335	106137 AP	12/15/2023	3-001-5-05-381	113712 EMS FIELD SUPPLIES	35.99	
							*** VENDOR 23537 TOTAL		1,166.52
198	BUTLER'S S	COLLINS AUTOMOTIVE LLC	338336	106138 AP	12/15/2023	3-001-5-07-213	2268 LVSO UNIT 103 VEH MAINT	983.18	
25101	CANON U S	CANON U S A INC	338337	106139 AP	12/15/2023	3-001-5-19-204	1865950 DIST CT CLERKS FRONT C	361.59	
769	CERTAPRO	CERTAPRO PAINTERS OF SHAWNEE M	338339	106141 AP	12/15/2023	3-001-5-21-300	12-072 FACILITY PAINTING (GRAN	795.68	
769	CERTAPRO	CERTAPRO PAINTERS OF SHAWNEE M	338339	106141 AP	12/15/2023	3-001-5-21-300	12-072 FACILITY PAINTING (GRAN	4,835.49	
769	CERTAPRO	CERTAPRO PAINTERS OF SHAWNEE M	338339	106141 AP	12/15/2023	3-001-5-21-300	12-072 FACILITY PAINTING (GRAN	4,997.91	
769	CERTAPRO	CERTAPRO PAINTERS OF SHAWNEE M	338339	106141 AP	12/15/2023	3-001-5-21-300	12-072 FACILITY PAINTING (GRAN	17,942.07	
							*** VENDOR 769 TOTAL		28,571.15
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	338341	106143 AP	12/15/2023	3-001-5-05-201	EMS MEDICAL DIRECTOR	1,250.00	
4542	CWDAK	WAUBUNSEE CO NOX WEED DEPT	338342	106144 AP	12/15/2023	3-001-5-53-203	ANNUAL DUES 2024	150.00	
4542	CWDAK	WAUBUNSEE CO NOX WEED DEPT	338342	106144 AP	12/15/2023	3-001-5-53-203	ANNUAL DUES 2024	75.00	
							*** VENDOR 4542 TOTAL		225.00
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	338343	106145 AP	12/15/2023	3-001-5-07-301	SHERIFF - TONERS	379.96	
1104	DIGITAL DOLPHIN	DIGITAL DOLPHIN SUPPLIES	338343	106145 AP	12/15/2023	3-001-5-42-301	COLOR TONERS FOR GIS	673.00	
			220210	106100 35	10/10/0000		*** VENDOR 1104 TOTAL	050.00	1,052.96
2900	EMS OVERPAYMENT		338319	106122 AP	12/13/2023	3-001-5-05-290	2023-0701 REF TO PT - 2ND INS	250.00	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78		3-001-5-11-253	DECEMBER VEHICLE LEASE CHARGES	413.25	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST ENTERPRISE FM TRUST	338442	78		3-001-5-31-230	DECEMBER VEHICLE LEASE CHARGES	1,378.02	
516725	ENTERPRISE (ACH)	ENIERPRISE FM IRUSI	338442	78	12/15/2023	3-001-5-41-271	DECEMBER VEHICLE LEASE CHARGES	277.27	2 068 E4
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	338326	77	12/14/2023	3-001-5-07-223	*** VENDOR 516725 TOTAL ELEC SVC TO SIRENS (MULTIPLE A	1 176 50	2,068.54
8686	EVERGY SIRENS	EVERGY KANSAS CENTRAL INC	338326	77		3-001-5-07-223	ELEC SVC TO SIRENS (MULTIPLE A	1,176.58 35.51	
0000	EVERGI SIRENS	EVERGI NANSAS CENTRAL INC	330320	11	12/14/2023	3-001-3-07-223	*** VENDOR 8686 TOTAL	33.31	1,212.09
8726	FAGAN COMPANY	FAGAN COMPANY	338345	106147 AP	12/15/2023	3-001-5-33-209	24520 CUSHING SVC CALL	1,680.98	1,212.09
1011	FEDEX	FEDEX	338320	106123 AP	12/14/2023		2389-5871-7 DIST CT TRANSPORTA	32.73	
2410	FIRST CALL INC	FIRST CALL INC	338346	106123 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSFORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP		3-001-5-13-211	INV 16565 NOV TRANSPORTS	150.00	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS		150.00	
2410	FIRST CALL INC	FIRST CALL INC	338346	106148 AP	12/15/2023	3-001-5-13-211	INV 16565 NOV TRANSPORTS		300.00	
							*** VENDOR	2410 TOTAL		1,800.00
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-001-5-11-253	INV4025813 JANUARY CAMERA	CHAR	19.95	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-001-5-31-230	INV4025813 JANUARY CAMERA	CHAR	59.85	
							*** VENDOR	605 TOTAL		79.80
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-001-5-11-253	LEAV01 NOVEMBER GEOLOCATI	NG SV	16.33	
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-001-5-31-230	LEAV01 NOVEMBER GEOLOCATI	NG SV	48.99	
							*** VENDOR	243 TOTAL		65.32
19139	HEARTLAND	HEARTLAND TOW INC	338351	106153 AP	12/15/2023	3-001-5-07-213	SHERIFF UNIT 127 LVCO ANN	EX TO	96.00	
22605	HINCKLEY S	HINCKLEY SPRINGS	338352	106154 AP	12/15/2023	3-001-5-11-208	17137512660768 FILTRATION	SYST	44.99	
552	HUTTON, ASHLEY	ASHLEY HUTTON	338353	106155 AP	12/15/2023	3-001-5-11-240	APPEAL FOR 2020-JC-8		600.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	338355	106157 AP	12/15/2023	3-001-5-11-208	RSVP8/CO ATTORNEY ON SITE	SHRE	26.00	
99	JUROR									

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

99	JUROR											
								*** VENDO	R	99 TOTAL		2,063.08
697	KARPEL	KARPEL COMPUTER SYSTEMS INC	338322	106125 AP	12/14/2023	3-001-5-11-210	CO ATTY PBK	LICENSES	, TNG , MA	INT	90,050.00	
131	KIESLER POLICE	KIESLER POLICE SUPPLY INC	338404	106206 AP	12/15/2023	3-001-5-07-353	L03022 POLI	CE EQUIPM	ENT		1,193.80	
30	KOHL FRANK	FRANK E KOHL	338405	106207 AP	12/15/2023	3-001-5-09-231	COURT APPOI	NTED ATTO	RNEY		83.25	
1842	KONE INC	KONE INC	338406	106208 AP	12/15/2023	3-001-5-31-220	N243825 NOV	EMBER ELE	VATOR M	AIN	129.86	
1842	KONE INC	KONE INC	338406	106208 AP	12/15/2023	3-001-5-32-262	N243825 NOV	EMBER ELE	VATOR M	AIN	519.46	
1842	KONE INC	KONE INC	338406	106208 AP	12/15/2023	3-001-5-33-262	N243825 NOV	EMBER ELE	VATOR M	AIN	1,179.86	
								*** VENDO	R	1842 TOTAL		1,829.18
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES C	OUNTY ATT	ORNEY'S	OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES C	OUNTY ATT	ORNEY'S	OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES C	OUNTY ATT	ORNEY'S	OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES C	OUNTY ATT	ORNEY'S	OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES C	OUNTY ATT	ORNEY'S	OF	10.00	

warrants by vendor

# LEAVENWORTH COUNTY

P.O.NUMBER

TYPES OF CHECKS SELECTED: \* ALL TYPES

WARRANT REGISTER	- BY FUND	/ VENDOR
START DATE: 12/09/2023	END DATE	E: 12/15/2023

CHECK#

148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES COUNTY ATTORNEY'S OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES COUNTY ATTORNEY'S OF	10.00	
148	LAW LIBRARY	LEAV CO LAW LIBRARY	338407	106209 AP	12/15/2023	3-001-5-11-203	2024 DUES COUNTY ATTORNEY'S OF	10.00	
							*** VENDOR 148 TOTAL		80.00
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	338408	106210 AP	12/15/2023	3-001-5-07-266	NOV HOUSING DOGS/CATS PER CONT	1,378.12	
537	LEAV TIMES	CHERRYROAD MEDIA INC	338410	106212 AP	12/15/2023	3-001-5-14-228	21272 BUDGET AMENDMENT PUBLICA	16.20	
537	LEAV TIMES	CHERRYROAD MEDIA INC	338410	106212 AP	12/15/2023	3-001-5-14-228	21272 BUDGET AMENDMENT PUBLICA	16.20	
							*** VENDOR 537 TOTAL		32.40
2419	MCKESSON MEDICAL SUR	MCKESSON MEDICAL SURGICAL	338411	106213 AP	12/15/2023	3-001-5-07-219	4227550 MEDICAL SUPPLIES - INM	49.80	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	338413	106215 AP	12/15/2023	3-001-5-01-201	OPK595_K BOCC COPIER	295.83	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	338413	106215 AP	12/15/2023	3-001-5-01-201	OPK595_K BOCC COPIER	248.30	
					/ /		*** VENDOR 2059 TOTAL		544.13
2666	MISC REIMBURSEMENTS	LAYLA GRAHAM	338416	106218 AP	12/15/2023	3-001-5-11-301	REIMB OFFICE SUPPLIES	15.57	
15094	PVD EDUCAT	PVD EDUCATION FUND	338423	106225 AP	12/15/2023	3-001-5-41-203	2023-2024 ELIG MAINT FEE	25.00	
15094	PVD EDUCAT	PVD EDUCATION FUND	338423	106225 AP	12/15/2023	3-001-5-41-203	2023-2024 ELIG MAINT FEE	25.00	
15094	PVD EDUCAT	PVD EDUCATION FUND	338423	106225 AP	12/15/2023	3-001-5-41-203	2023-2024 ELIG MAINT FEE	25.00	
					/ /		*** VENDOR 15094 TOTAL		75.00
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-001-5-04-301	3309088 OFFICE SUPPLIES	109.74	
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-001-5-07-301	8333027 LVSO OFFICE SUPPLIES	162.62	
			222425		10/15/0000	0 001 E 01 010	*** VENDOR 7098 TOTAL		272.36
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338425	106227 AP	12/15/2023	3-001-5-01-212	RECORDING FEE FIRE DIST #1 ATT	228.00	
22331	ROTH JOSEP	JOSEPH ROTH	338426	106228 AP	12/15/2023	3-001-5-41-270	2024 COMMERCIAL APPRAISALS	11,840.00	
22331	ROTH JOSEP	JOSEPH ROTH	338426	106228 AP	12/15/2023	3-001-5-41-270	2024 COMMERCIAL APPRAISALS	9,600.00-	0.040.00
4.0			220421	100000 30	10/15/0000	2 001 5 14 201	*** VENDOR 22331 TOTAL	705 00	2,240.00
49	ST LUKES	ST LUKES HOSPITAL	338431	106233 AP 106233 AP	12/15/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	725.00	
49	ST LUKES ST LUKES	ST LUKES HOSPITAL	338431		12/15/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO	725.00	
49	SI LUKES	ST LUKES HOSPITAL	338431	106233 AP	12/15/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE KIT CO *** VENDOR 49 TOTAL	725.00	2,175.00
252	STANION WHOLESALE EL	STANION WHOLESALE ELECTRIC CO	338432	106234 AP	12/15/2023	3-001-5-07-359	27656 25 LED BULBS	415.25	2,175.00
6575	STERICYCLE	STERICYCLE, INC	338433	106234 AP 106235 AP	12/15/2023	3-001-5-07-359	1000809211 SHERIFF MEDICAL WAS	202.36	
248	SUMMIT FOOD	ELIOR, INC	338324	106127 AP	12/13/2023	3-001-5-07-261	INMATE MEALS	6,067.65	
240	SUMMIT FOOD	ELIOR, INC	338324	106127 AP	12/14/2023	3-001-5-07-261	INMATE MEALS	5,969.00	
240	SUMMIT FOOD	ELIOR, INC	338324	106127 AP	12/14/2023	3-001-5-07-261	INMATE MEALS	5,960.91	
248	SUMMIT FOOD	ELIOR, INC	338324	106127 AP	12/14/2023	3-001-5-07-261	INMATE MEALS	5,916.07	
210	2011111 1002	221011, 1110	556521	10012, 111	12, 11, 2020	5 661 5 67 261	*** VENDOR 248 TOTAL	5,510.07	23,913.63
518	SUNSET	SUNSET LAW ENFORCEMENT LLC	338434	106236 AP	12/15/2023	3-001-5-07-356	0660482 AMMUNITION	1,072.00	20,920.00
518		SUNSET LAW ENFORCEMENT LLC	338434			3-001-5-07-356	0660482 AMMUNITION	9,380.00	
					, -,		*** VENDOR 518 TOTAL	-,	10,452.00
829	THOMSON REUTERS	THOMSON REUTERS - WEST	338435	106237 AP	12/15/2023	3-001-5-11-210	1000590171 WEST INFO CHARGES -	845.00	_ ,
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	1,200.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	675.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	150.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	84.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	512.50	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	1,200.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	84.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-14-241	LEAV CITY STORMWATER FEES	84.00	
350	TREASURER	LEAVENWORTH COUNTY	338438	106240 AP	12/15/2023	3-001-5-32-392	LEAV CITY STORMWATER FEES	2,075.00	
							*** VENDOR 350 TOTAL		6,064.50
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	338439	106241 AP	12/15/2023	3-001-5-19-214	100492 FILE RETRIEVAL CHARGES	39.31	
2007	WIRENUTS	WIRENUTS	338441	106243 AP	12/15/2023	3-001-5-07-363	SHF/SECURITY - REPL DVR, ADD S	45.00	
2007	WIRENUTS	WIRENUTS	338441	106243 AP	12/15/2023	3-001-5-07-363	SHF/SECURITY - REPL DVR, ADD S	240.00	

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TYPES OF CHECKS SELECTED: \* ALL TYPES

2007	WIRENUTS	WIRENUTS	338441	106243 AP	12/15/2023	3-001-5-07-363	SHF/SECURITY - REPL DVR, ADD S	3,780.00	
							*** VENDOR 2007 TOTAL		4,065.00
							TOTAL FUND 001		209,213.82
2666	MISC REIMBURSEMENTS	BOBBI HEFNER	338414	106216 AP	12/15/2023	3-104-5-00-212	REIM HOLIDAY DECORATIONS	25.00	
2666	MISC REIMBURSEMENTS	BOBBI HEFNER	338414	106216 AP	12/15/2023	3-104-5-00-212	REIM HOLIDAY DECORATIONS	16.00	
							*** VENDOR 2666 TOTAL		41.00
							TOTAL FUND 104		41.00
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	338341	106143 AP	12/15/2023	3-108-5-00-280	HEALTH DEPT:MED DIRECTOR, WELL	1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	338341	106143 AP	12/15/2023	3-108-5-00-280	HEALTH DEPT:MED DIRECTOR, WELL	300.00	
							*** VENDOR 22543 TOTAL		1,500.00
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	338422	106224 AP	12/15/2023	3-108-5-00-606	WIC - TELEPHONE INTERPRETING S	25.00	
1474	SPANISH SERVICES	SPANISH SERVICES	338430	106232 AP	12/15/2023	3-108-5-00-280	INTERPRETER HEALTH DEPT SEPT -	325.00	1 050 00
							TOTAL FUND 108		1,850.00
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-115-5-00-411	DECEMBER VEHICLE LEASE CHARGES	674.65	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-115-5-00-415	DECEMBER VEHICLE LEASE CHARGES	39.40	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-115-5-00-423	DECEMBER VEHICLE LEASE CHARGES	1,551.56	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-115-5-00-434	DECEMBER VEHICLE LEASE CHARGES	16,292.81	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-115-5-00-436	DECEMBER VEHICLE LEASE CHARGES	1,773.69	
							*** VENDOR 516725 TOTAL		20,332.11
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-115-5-00-411	INV4025813 JANUARY CAMERA CHAR	19.95	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-115-5-00-411	INV4025813 JANUARY CAMERA CHAR	120.00	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-115-5-00-423	INV4025813 JANUARY CAMERA CHAR	119.70	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-115-5-00-434	INV4025813 JANUARY CAMERA CHAR	738.90	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-115-5-00-436	INV4025813 JANUARY CAMERA CHAR	60.00	
							*** VENDOR 605 TOTAL		1,058.55
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-115-5-00-411	LEAV01 NOVEMBER GEOLOCATING SV	97.98	
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-115-5-00-415	LEAV01 NOVEMBER GEOLOCATING SV	16.33	
243 243	GEOTAB GEOTAB	GEOTAB USA INC GEOTAB USA INC	338349 338349	106151 AP 106151 AP	12/15/2023 12/15/2023	3-115-5-00-423 3-115-5-00-434	LEAV01 NOVEMBER GEOLOCATING SV LEAV01 NOVEMBER GEOLOCATING SV	81.65 538.89	
243	GEOTAB	GEOTAB USA INC GEOTAB USA INC	338349	106151 AP	12/15/2023	3-115-5-00-434	LEAV01 NOVEMBER GEOLOCATING SV	207.57	
243	GEOIRB	GEOTAD USA INC	330349	IUGISI AP	12/13/2023	3-115-5-00-456	*** VENDOR 243 TOTAL	207.57	942.42
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	338427	106229 AP	12/15/2023	3-115-5-00-401	JUSTICE CNETER - DIST CT FLOOR	4,905.96	512.12
			55612,	100225 111	12, 10, 2020	0 110 0 00 101	TOTAL FUND 115	1,500150	27,239.04
6379	KANSAS STA	KSU GLOBAL CAMPUS ATTN DEBRA H	338403	106205 AP	12/15/2023	3-119-5-00-253	SELF-REPORT TRAINING - KAC CON	30.00	
							TOTAL FUND 119		30.00
					10/15/0005	2 106 5 00 001			
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78		3-126-5-00-221	DECEMBER VEHICLE LEASE CHARGES	14.77	
605 243	FLEET HOSTER	FLEET HOSTER LLC	338347			3-126-5-00-221	INV4025813 JANUARY CAMERA CHAR LEAV01 NOVEMBER GEOLOCATING SV	20.00	
243 2505	GEOTAB INTRINSIC INTERVENTI	GEOTAB USA INC INTRINSIC INTERVENTIONS	338349 338354	106151 AP 106156 AP		3-126-5-00-221 3-126-5-00-226	SMART SCREENS UA CUPS	16.33 1,273.00	
1708	SHERIFF - SECURITY	LEAV CO SHERIFF-SECURITY	338428			3-126-5-00-228	COMM CORR SECURITY - OCT - DEC	504.75	
1,00	Subili Shouli		220120	100250 AF	12,13,2023	5 120 5 00 221	TOTAL FUND 126	554.75	1,828.85
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	338338	106140 AP	12/15/2023	3-133-5-00-306	12-37 C00404 ICE CONTROL SALT	3,082.67	
434	HAMM QUARR	HAMM QUARRIES	338350			3-133-5-00-361	12-39 300467 ROCK	21,800.91	
434	HAMM QUARR	HAMM QUARRIES	338350			3-133-5-00-361	12-39 300467 ROCK	4,496.84	
434	HAMM QUARR	HAMM QUARRIES	338350	106152 AP		3-133-5-00-361	12-39 300467 ROCK	5,020.03	
434	HAMM QUARR	HAMM QUARRIES	338350	106152 AP	12/15/2023	3-133-5-00-361	12-39 300467 ROCK	15,532.43	

TYPES OF CHECKS SELECTED: \* ALL TYPES

P.O.NUMBER CHECK#

							*** VENDOR 434 TOTAL		46,850.21
979	JAMAR TECHNOLOGIES	JAMAR TECHNOLOGIES INC	338356	106158 AP	12/15/2023	3-133-5-00-301	12-48 13641 TRAFFIC COUNTER AN	3,950.00	
461	LEAV CO CO	LEAV CO COOP	338409	106211 AP	12/15/2023	3-133-5-00-304	12-19 DIESEL,FUEL,DEF	42,537.09	
461	LEAV CO CO	LEAV CO COOP	338409	106211 AP	12/15/2023	3-133-5-00-310	12-19 DIESEL,FUEL,DEF	3,752.75	
							*** VENDOR 461 TOTAL		46,289.84
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	3,311.46	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	112.11	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	107.08	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	107.08	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	3,037.04	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	3,037.04	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	3,037.04	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-34 95988 INJECTORS, KIT, BR	1,839.80	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-40 95988 REMAN BRAK KITS, I	1,208.38	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-40 95988 REMAN BRAK KITS, I	3,311.46	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-49 95988 SENSORS, TURBO KIT	331.06-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-49 95988 SENSORS, TURBO KIT	93.03	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-49 95988 SENSORS, TURBO KIT	4,210.54	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-49 95988 SENSORS, TURBO KIT	11.56	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	338412	106214 AP	12/15/2023	3-133-5-00-360	12-49 95988 SENSORS, TURBO KIT	775.86-	00 016 50
501		NEW EDONETED NAMEDIALS ILS	220415	100010 35	10/15/0000	2 122 5 00 261	*** VENDOR 232 TOTAL		22,316.70
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	338417	106219 AP	12/15/2023	3-133-5-00-361	12-50 166713 ROCK	67,267.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-312	12-33 19615 FILTERS, CLAMPS, T	7.72	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-312	12-32 19615 CABLES, FILTERS, BA	19.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	48.39	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	13.29	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	13.29	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	13.20	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	42.83	
11799 11799	O'REILLY A O'REILLY A	O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE	338418 338418	106220 AP 106220 AP	12/15/2023 12/15/2023	3-133-5-00-360 3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T 12-33 19615 FILTERS, CLAMPS, T	42.83 12.60	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	71.10	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-33 19615 FILTERS, CLAMPS, T	50.15	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	59.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	71.01	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	106.25	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	73.25	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	48.50	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	26.12	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	56.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	28.04	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	183.95	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	22.50	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	75.25	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	20.40-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	124.82	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	56.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	25.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	12.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	12.54-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	26.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS, BA	35.64	
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TYPES OF CHECKS SELECTED: \* ALL TYPES

#### LEAVENWORTH COUNTY WARRANT REGISTER - BY FUND / VENDOR START DATE: 12/09/2023 END DATE: 12/15/2023

#### P.O.NUMBER CHECK#

			P.O.NUMBER	CHECK#					
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-133-5-00-360	12-32 19615 CABLES, FILTERS,BA	107.77	
							*** VENDOR 11799 TOTAL		1,441.24
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-133-5-00-309	12-41 1960724 TIRES	896.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-133-5-00-309	12-51 1960724 TIRES	493.66	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-133-5-00-309	12-51 1960724 TIRES	560.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-133-5-00-309	12-51 1960724 TIRES	677.20	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-133-5-00-309	12-51 1960724 TIRES	3,682.00	
							*** VENDOR 1123 TOTAL		6,308.86
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	338421	106223 AP	12/15/2023	3-133-5-00-360	12-35 8052255000 HEADER, PDM	775.49	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	338421	106223 AP	12/15/2023	3-133-5-00-360	12-35 8052255000 HEADER, PDM	161.69	
							*** VENDOR 418 TOTAL		937.18
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-133-5-00-301	12-42 795538 OFFICE AND SAFETY	400.90	
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-133-5-00-301	12-42 795538 OFFICE AND SAFETY	161.99	
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-133-5-00-301	12-42 795538 OFFICE AND SAFETY	159.77	
7098	QUILL CORP	QUILL CORP	338424		12/15/2023	3-133-5-00-301	12-42 795538 OFFICE AND SAFETY	76.99	
7098	QUILL CORP	QUILL CORP	338424		12/15/2023	3-133-5-00-301	7295538 TONER, PENS+	339.55	
7098	QUILL CORP	QUILL CORP	338424		12/15/2023	3-133-5-00-301	7295538 TONER, PENS+	30.99	
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-133-5-00-364	12-42 795538 OFFICE AND SAFETY	355.98	
7098	QUILL CORP	QUILL CORP	338424	106226 AP	12/15/2023	3-133-5-00-364	12-42 795538 OFFICE AND SAFETY	235.96	
							*** VENDOR 7098 TOTAL		1,762.13
668	TIREHUB	TIREHUB INC	338436	106238 AP	12/15/2023	3-133-5-00-309	12-36 407362 TIRES	2,242.78	
960	TODD'S TIRE LLC	SKGFRITZ,LLC	338437	106239 AP	12/15/2023	3-133-5-00-309	12-43 TIRES	1,874.00	
392	VANDERBILT	VANDERBILT'S	338440		12/15/2023	3-133-5-00-364	12-45 10000127 SAFETY BOOTS X5	159.99	
392	VANDERBILT	VANDERBILT'S	338440		12/15/2023	3-133-5-00-364	12-45 10000127 SAFETY BOOTS X5	165.00	
392	VANDERBILT	VANDERBILT'S	338440		12/15/2023	3-133-5-00-364	12-45 10000127 SAFETY BOOTS X5	149.99	
392	VANDERBILT	VANDERBILT'S	338440		12/15/2023	3-133-5-00-364	12-45 10000127 SAFETY BOOTS X5	165.00	
392	VANDERBILT	VANDERBILT'S	338440	106242 AP	12/15/2023	3-133-5-00-364	12-45 10000127 SAFETY BOOTS X5	165.00	0.04 0.0
							*** VENDOR 392 TOTAL TOTAL FUND 133		804.98 205,128.39
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-136-5-00-221	DECEMBER VEHICLE LEASE CHARGES	39.77	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-136-5-00-221	INV4025813 JANUARY CAMERA CHAR	40.00	
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-136-5-00-221	LEAV01 NOVEMBER GEOLOCATING SV	32.66	
1708	SHERIFF - SECURITY	LEAV CO SHERIFF-SECURITY	338428	106230 AP	12/15/2023	3-136-5-00-205	COMM CORR SECURITY - OCT - DEC	168.25	
1708	SHERIFF - SECURITY	LEAV CO SHERIFF-SECURITY	338428	106230 AP	12/15/2023	3-136-5-00-225	COMM CORR SECURITY - OCT - DEC	168.25	
1708	SHERIFF - SECURITY	LEAV CO SHERIFF-SECURITY	338428	106230 AP	12/15/2023	3-136-5-00-245	COMM CORR SECURITY - OCT - DEC	168.25	
							*** VENDOR 1708 TOTAL		504.75
							TOTAL FUND 136		617.18
461	LEAV CO CO	LEAV CO COOP	338409	106211 AP		3-137-5-00-304	12-5 AFD DYED DIESEL	16,452.77	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	11.15	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	6.60	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	4.48	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	253.95	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	203.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	338418	106220 AP	12/15/2023	3-137-5-00-320	12-9 19615 FILTERS, CABLES,PAR	150.47	
							*** VENDOR 11799 TOTAL		629.65
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	1,380.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	3,975.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	3,975.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	4,000.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	4,000.00	

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TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	488.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	338419	106221 AP	12/15/2023	3-137-5-00-321	12-10 1960724 TIRES, GRADER WH	875.00	
							*** VENDOR 1123 TOTAL		18,693.00
							TOTAL FUND 137		35,775.42
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	338321	106124 AP	12/14/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM (CO	896.99	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	338321	106124 AP	12/14/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM (CO	707.68	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	338321	106124 AP	12/14/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM (CO	341.70	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	338321	106124 AP	12/14/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM (CO	389.28-	
							*** VENDOR 19474 TOTAL		1,557.09
							TOTAL FUND 144		1,557.09
559	COBURNCO LLC	CLAY E COBURN III	338340	106142 AP	12/15/2023	3-145-5-00-213	TONGANOXIE VEH FLEET WASH	49.50	
2666	MISC REIMBURSEMENTS	DAWN DEAN	338415	106217 AP	12/15/2023	3-145-5-00-205	REIM MILEAGE - COMMUNITY OUTRE	320.95	
							TOTAL FUND 145		370.45
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-153-5-00-401	DECEMBER VEHICLE LEASE CHARGES	8,872.72	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	78 106149 AP	12/15/2023	3-153-5-00-401	INV4025813 JANUARY CAMERA CHAR	998.35	
774	G W VAN KEPPEL	G W VAN KEPPEL	338348	106150 AP	12/15/2023	3-153-5-00-3	12-2 BP0005100 NEW 13-12 S/N	288,639.00	
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-153-5-00-401	LEAV01 NOVEMBER GEOLOCATING SV	1,090.59	
							TOTAL FUND 153		299,600.66
			220245	106140 30					
605 243	FLEET HOSTER GEOTAB	FLEET HOSTER LLC GEOTAB USA INC	338347 338349	106149 AP	12/15/2023 12/15/2023	3-155-5-00-403 3-155-5-00-403	INV4025813 JANUARY CAMERA CHAR LEAV01 NOVEMBER GEOLOCATING SV	322.51 226.44	
245	GEOTAD	GEOTAD USA THE	550549	100151 AF	12/13/2023	2-122-2-00-402	TOTAL FUND 155	220.44	548.95
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	338442	78	12/15/2023	3-160-5-00-215	DECEMBER VEHICLE LEASE CHARGES	35.00	
605	FLEET HOSTER	FLEET HOSTER LLC	338347	106149 AP	12/15/2023	3-160-5-00-215	INV4025813 JANUARY CAMERA CHAR	79.90	
243	GEOTAB	GEOTAB USA INC	338349	106151 AP	12/15/2023	3-160-5-00-215	LEAV01 NOVEMBER GEOLOCATING SV	65.32	
9271	LANSING CI	CITY OF LANSING	338323	106126 AP	12/14/2023	3-160-5-00-210	SOLID WASTE - NOVEMBER SEWER S	34.80	215 02
							TOTAL FUND 160		215.02
196	OLSSON	OLSSON, INC	338283	1732 AP	12/10/2023	3-171-5-00-201	12-1 019-28310 PROF SVC THROUG	1,135.75	
							TOTAL FUND 171		1,135.75
571	CONTECH	QUIKRETE HOLDINGS	338284	10242 AP	12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	5,934.00	
571	CONTECH	QUIKRETE HOLDINGS	338284	10242 AP	12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	8,797.60	
571	CONTECH	QUIKRETE HOLDINGS	338284		12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	3,954.72	
571	CONTECH	QUIKRETE HOLDINGS	338284	10242 AP	12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	12,246.12	
571	CONTECH	QUIKRETE HOLDINGS	338284	10242 AP	12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	9,968.80	
571	CONTECH	QUIKRETE HOLDINGS	338284	10242 AP	12/11/2023	3-172-5-00-301	ARPA223 3.1 CULVERTS PER 10/13	27,086.12	
							*** VENDOR 571 TOTAL		67,987.36
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338285			3-172-5-00-301	ARPA224 3.1 ST-59 CULVERT RECO	72.00	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	338285	10243 AP	12/11/2023	3-172-5-00-301	ARPA224 3.1 ST-59 CULVERT RECO	72.00	144 00
							*** VENDOR 1814 TOTAL TOTAL FUND 172		144.00 68,131.36
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	338327	106129 AP	12/15/2023	3-174-5-00-210	HVAC MAINT 911 TOWERS - DESOTO	395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	338327	106129 AP	12/15/2023	3-174-5-00-210	HVAC MAINT 911 TOWERS - DESOTO	160.00	
1000			220222	100105 35	10/15/0005		*** VENDOR 2138 TOTAL		555.00
1737	AT&T-CAROL STREAM IL	AT&T	338333			3-174-5-00-210	KDOT SITE BONNER	366.30	
1737	AT&T-CAROL STREAM IL	AIQI	338333	100132 AP	12/15/2023	3-174-5-00-210	KDOT SITE BONNER	403.46	

FMWARRPTR2		LEAVENWORTH COUNTY			12/14/23 12:53:47				
DCOX			WARRANT REGIS	TER - BY FUNI	) / VENDOR		Page	9	
		STAF	RT DATE: 12/09/	2023 END DA	TE: 12/15/2023	3			
TYPES OF CHI	ECKS SELECTED: * ALL TY	PES							
			P.O.NUMBER	CHECK#					
							*** VENDOR 1737 TC	TAL	769.76
1613	POWERPHONE	POWERPHONE	338420	106222 AP	12/15/2023	3-174-5-00-210	LVSO SITE TNG & SOFTWARE PLAN	4,179.00	
1613	POWERPHONE	POWERPHONE	338420	106222 AP	12/15/2023	3-174-5-00-210	LVSO SITE TNG & SOFTWARE PLAN	5,710.00	
							*** VENDOR 1613 TC	TAL	9,889.00
							TOTAL FUND 174		11,213.76
11982	UNIFIED GO	UNIFIED GOVERNMENT OF WYANDOTT	338325	106128 AP	12/14/2023	3-195-5-00-3	NOVEMBER JUVENILE HOUSING	22,200.00	
							TOTAL FUND 195		22,200.00
86	EVERGY	EVERGY KANSAS CENTRAL INC	338344	106146 AP	12/15/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	244.26	
86	EVERGY	EVERGY KANSAS CENTRAL INC	338344	106146 AP	12/15/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	35.13	
86	EVERGY	EVERGY KANSAS CENTRAL INC	338344	106146 AP	12/15/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	28.98	
86	EVERGY	EVERGY KANSAS CENTRAL INC	338344	106146 AP	12/15/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	64.88	
							*** VENDOR 86 TC	TAL	373.25
							TOTAL FUND 212		373.25
672	SMH CONSULTANTS	SMH CONSULTANTS PA	338429	106231 AP	12/15/2023	3-215-5-12-204	2302-0045 CO ON AGING PARKING	627.00	
							TOTAL FUND 215		627.00
86	EVERGY	EVERGY KANSAS CENTRAL INC	338344	106146 AP	12/15/2023	3-218-5-00-2	ELEC SVC SEWER DIST 5	141.35	
							TOTAL FUND 218		141.35
							TOTAL ALL CHECKS		887,838.34

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TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	209,213.82
104	DRUG PROSECUTOR'S FUND	41.00
108	COUNTY HEALTH	1,850.00
115	EQUIPMENT RESERVE	27,239.04
119	ROD TECHNOLOGY	30.00
126	COMM CORR ADULT	1,828.85
133	ROAD & BRIDGE	205,128.39
136	COMM CORR JUVENILE	617.18
137	LOCAL SERVICE ROAD & BRIDGE	35,775.42
144	PALS (PETS AND LOVING SENIORS	1,557.09
145	COUNCIL ON AGING	370.45
153	PUBLIC WORKS, EQUIP. RESERVE FUND	299,600.66
155	LSR CAPITAL EQUIP RESERVE	548.95
160	SOLID WASTE MANAGEMENT	215.02
171	S TAX CAP RD PROJ: BONDS	1,135.75
172	AMERICAN RECOVERY PLAN	68,131.36
174	911	11,213.76
195	JUVENILE DETENTION	22,200.00
212	SEWER DISTRICT 2: TIMBERLAKES	373.25
215	CAPITAL IMPROVEMENTS	627.00
218	SEWER DIST #5	141.35
	TOTAL ALL FUNDS	887,838.34

Consent Agenda 12/20/2023 Checks 12/9 - 12/15

# Leavenworth County

# **Request for Board Action**

Budget	t Review	Administrator Review	Legal Review						
Additional reviews as needed:									
From:	rom: Sheriff Andy Dedeke								
То:	Board of County Co	mmissioners							
Date:	December 20, 2023								

**Action Requested:** Allow apportionment of reimbursement funds from KDADS (Kansas Department of Aging and Disability Services) for incarcerated individuals awaiting court-ordered competency evaluations.

#### Recommendation: Approve

**Analysis: SB 228** directs KDADS to reimburse counties for costs related to holding a person in custody while awaiting examination, evaluation, or treatment to restore competency to stand trial. Counties can be reimbursed \$100 per day for the time between requesting a competency evaluation and when that defendant is taken from confinement, or the evaluation is completed in the county. That amount also is applied to days between when the defendant is returned to the county to await being transported to receive competency treatment or the treatment is completed in the county. The bill directs KDADS to develop a quarterly payment process. Counties can submit costs for defendants held back to July 1, 2022. (Taken from KDADS website: https://kdads.ks.gov/state-hospitals-and-institutions)

SB 228 became law in July of this year. The intent is two-fold:

- 1. Reimburse the general fund expenses associated with holding incarcerated individuals in county jail awaiting court-ordered competency evaluations at Larned and Osawatomie State Hospitals.
- 2. Pressure KDADS to lift moratoriums and other restrictions in place in addition to creating additional facilities and/or methods to expedite evaluations. As facilities and services expand, it is expected the need for reimbursement will dissipate.

Often, inmates awaiting competency require the most attention and effort from jail staff. They can be focused on self-harm, harm to others, non-compliant and destructive towards jail property and infrastructure. Currently, we are holding six individuals awaiting evaluation while six are currently receiving services. SB 228 reimburses some of these expenses associated with this particular segment in the jail.

In accordance with SB 228, the Leavenworth County Sheriff's Office has submitted our initial reimbursement requests dating back to July 1, 2022 and for the first three quarters of 2023. The approved reimbursement will be in the amount of \$467,000. This insertion of funds has not been designated or planned for in the budget process. The language in SB 228 states the reimbursement shall be made to the county general fund and not specifically to the Sheriff's Office, however several counties have adopted a "profit-sharing" approach between the sheriff's office and general fund.

It is my request that a portion of these funds (15% / \$70,500 at a minimum) be redirected to the sheriff's office equipment reserve fund or other appropriate account to be used for upgrades to infrastructure, security and inmate welfare within the Leavenworth County Jail. These funds will be directed toward projects which need attention, however due to budgetary restrictions, have not been addressed. Subsequent reimbursements will be shared at the agreed upon percentage.

This solution provides for a method of paying for necessities within the jail without severely impacting the operating budget of Leavenworth County.

**Alternatives:** Deny request and fund 100% of necessary expenses from general fund via future budgets.

### **Budgetary Impact:**

\_\_\_X\_\_ Not Applicable

\_\_\_\_\_Budgeted item with available funds through prioritization

\_\_\_\_\_ Non-budgeted item with available funds through prioritization

\_\_\_\_\_ Non-budgeted item with additional funds requested

**Total Amount Requested:** \$70,500 per this reimbursement request. Additional funds at agreed upon percentage from all future reimbursement requests.

# Additional Attachments: SB 228 enacted sections (a) - (e)

SENATE BILL No. 228 AN ACT concerning counties; requiring the secretary for aging and disability services to reimburse counties for certain costs when a person is in a county jail awaiting examination, evaluation or treatment for competency; relating to county jails; removing the requirement that every county shall have a jail; modernizing requirements related to food, drink and medical care for prisoners and jail records; modifying procedures used when district courts commit prisoners to jail in another county and when counties contract with city jails or other county jails to keep prisoners; requiring a medical examination before certain United States prisoners or city prisoners are taken into custody of a county jail; amending K.S.A. 19-1901, 19-1903, 19-1904, 19-1905, 191910, 19-1911, 19-1916, 19-1917, 19-1927, 19-1929 and 19-1930 and repealing the existing sections; also repealing K.S.A. 19-1906, 19-1907, 19-1908, 19-1912, 19-1913, 19-1914 and 19-1915. Be it enacted by the Legislature of the State of Kansas: New Section

1. (a) Whenever a person is in the custody of a county jail awaiting examination, evaluation or treatment pursuant to K.S.A. 223219, 22-3302, 22-3303, 22-3428, 22-3429 or 22-3430, and amendments thereto, the county that maintains such county jail shall be reimbursed by the secretary for aging and disability services for the costs related to such custody at the rate of \$100 per day. The county shall be compensated at such rate for each day that a person is in custody and confined as described in this subsection: (1) If such person is awaiting examination or evaluation, from the date the request for examination or evaluation is made until the date the person is taken from confinement in the county jail for such examination or evaluation or the examination or evaluation is completed at the county jail; and (2) if such person is awaiting treatment, from the date of return to confinement in the county jail from examination or evaluation or the examination or evaluation is completed at the county jail until the date the person is taken from confinement in the county jail for such treatment or treatment is completed at the county jail. (b) On and after July 1, 2022, if a county has a claim for reimbursement of costs described in subsection (a), the county shall notify and provide documentation of such costs to the secretary for aging and disability services on a quarterly basis. The secretary for aging and disability services shall certify the amount of moneys attributable to such costs and shall transmit a copy of such certification to the director of accounts and reports. Upon receipt of such certification, the director of accounts and reports shall transfer an amount of moneys equal to such certified amount from the state general fund to the county competency expense fund. The secretary for aging and disability services shall transmit a copy of each such certification to the director of legislative research and the director of the budget. (c) The secretary for aging and disability services shall develop and implement a procedure to provide payments to counties pursuant to subsection (b) on a quarterly basis. (d) If there are no moneys available in the county competency expense fund to pay any such reimbursements, the county may file a claim against the state pursuant to article 9 of chapter 46 of the Kansas Statutes Annotated, and amendments thereto. (e) There is hereby established in the state treasury the county competency expense fund that shall be administered by the secretary for aging and disability services. All expenditures from the county competency expense fund shall be for the purpose of reimbursing counties for the costs described in subsection (a). All expenditures from such fund shall be made in accordance with appropriation acts upon warrants of the director of accounts and reports issued pursuant to vouchers approved by the secretary for aging and disability services or the secretary's designee.

# Leavenworth County Request for Board Action

Date:	12/20/23			
To:	Board of County Commissioners			
From: Aaron Yoakam				
Department Head Approval:				
Depar	tment Head Approval:			
-	tment Head Approval: onal Reviews as needed:			

Action Requested: Approve Seifert's Flooring for flooring replacement to the Health Department

Recommendation: Approve

**Analysis:** The RFP was sent out to Drexel with a mandatory pre bid meeting. Only one company attended that pre bid meeting. We notified that company that we would not be accepting a singular bid and worked to get estimates to receive a more competitive bid process for the County. County staff recommendation is to use lowest bid. A grant from ELC will fund this project. The Epidemiology and Laboratory Capacity (ELC) awards annual funding to state, local, and territorial health departments. Without the ELC grant the County would have to plan to pay the entire amount of the project in the coming few years. The lowest bid does come from a Leavenworth County based Company.

Alternatives: reject all bids and loose ELC Grant funding

# **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:** Not to exceed \$59,000 \$59,000 coming from ELC Grant

Additional Attachments: Estimates and Estimate tabulation



# COUNTY OF LEAVENWORTH

Health Deapartment Estimate TABULATION - FINAL

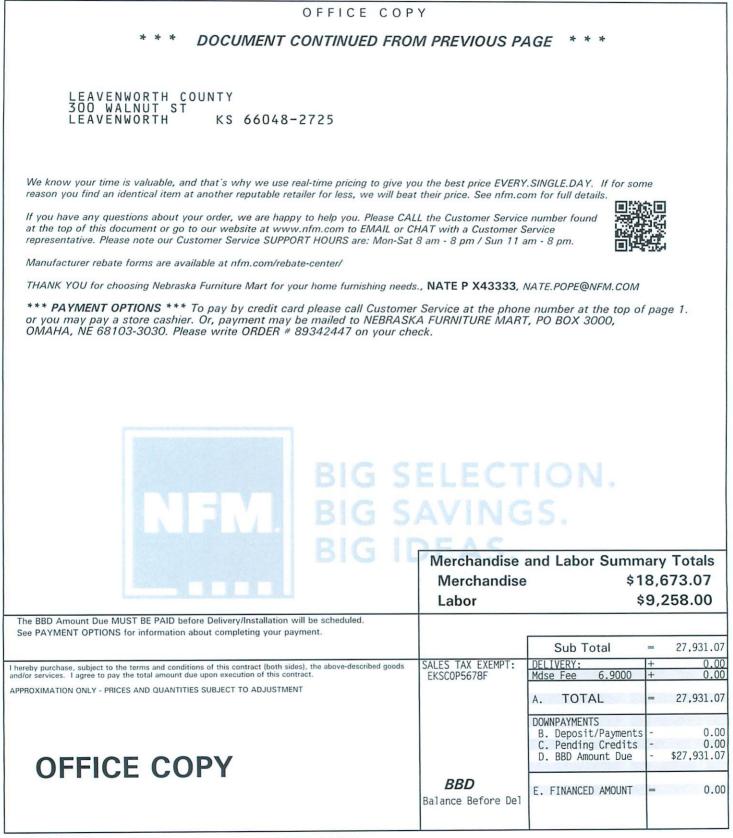
				t Estimate avenworth County	Seift	fert's	Ν	FM	
Item Description	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Avg. Unit Price
Labor and msic materials	LS	1	\$33,500.00	\$32,500.00	\$15,640.00	\$15,640.00	\$35,484.67	\$35,484.67	
Carpet	LS	1	\$16,000.00	\$16,000.00	\$14,395.20	\$14,395.20	\$15,400.00	\$15,400.00	
Hard Surface flooring	LS	1	\$25,000.00	\$25,000.00	\$28,512.40	\$28,512.40	\$19,212.80	\$19,212.80	
				\$73,500.00					
			0% Contingency	\$0.00					
			TOTAL	\$73,500.00		\$58,547.60		\$70,097.47	\$0.00
Leavenworth County Contractor	r (local prefer	ence, perce	ntage difference fr	om lowest bid)				19.73%	



thank you FOR SHOPPING WITH US



ORDER: SE 89342447 V 0 PG 2





thank you FOR SHOPPING WITH US

Station Customer Service: (913) 288-6200 or (800) 407-5000

15072 14:14

#### ESTIMATE - PENDING MEASURE

ORDER: SE 89342447 V 0 PG 1

KS 66048-5161

#### OFFICE COPY

BUYER

20194593

INSTALLATION ADDRESS:

Installer: Nfm Installation {600}

LEAVENWORTH

LEAVENWORTH COUNTY 300 WALNUT ST LEAVENWORTH KS 66048-2725

BUILDER/K&B/MOBILE/WINDOW MEASURE

Order Date: 12-06-2023 WED Sold by: 4344 Nate P x43333

LEAVENWORTH COUNTY

500 EISENHOWER RD

Ln	SKU	Ship Date	Item Description	Rooms	Quantity	Price	Unit	T X	Extended Amount
1	6730586	CWC	BIGEL-BT443 FIRST ONE UP II TILE-24x24 (8sy	OFC	77	200.00	Fach	Y	15,400.00
2	8721714		BIGEL-B1000 EN PRESS-4 Gal Pail Release Adh	TRM	7	131.61		Ý	921.27
3	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005	Transition of the	2741		Each	Ý	2.741.00
			DEMO						
4	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005	Constantine and	3503	1.00	Each	Y	3,503,00
			INSTALLATION CARPET TILE						
5	8255853	CWC	LABOR-GE LBP TEST & SAFE WORK	Contraction of the	1	0.00	Each	Y	0.00
6	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		1200	1.00	Each	Y	1.200.00
		12111	FLOOR PREP / SEAM FLOATING	10,000,000,000,000	States in the		Subple		NUMBER OF THE OWNER OF THE OWNER
7	9100587		ROPPE-700 SERIES BASE W/TOE-1/8"X4"X4'(Each	TRM	330	4.00	Each	Y	1,320.00
8	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005	REAL PROPERTY	1814	1.00	Each	Y	1,814.00
			BASE INSTALL						
9	8325540		ROPPE-#152 SNAP DOWN DIVIDER-1 13/32"X12' C	TRM	10	10.99	Each	Y	109.90
10	8396673		ROPPE-14271-AE PINLESS TRACK METAL-(12')-A1	TRM	10	10.99		Y	109.90
11	9031873	CWC	PHCOM-54587 STEP ON IT-24x24 (5.33 Sy/Ctn)-	ENT	4	203.00	Each	Y	812.00

#### Delivery Contact Phone: 913 684-0427

Buyer Contact Phone: Main 913 684-0427

PRICES PER 4344

MEASURE / DELIVERY / INSTALLATION COMMENTS:

FURNITURE MOVE ONLY ELECTRONICS MOVED BY OWNER LARGE APPLIANCES MOVED BY OWNER SENSITIVE MATERIAL MOVED BY OWNER SPECIALTY EQUIPMENT MOVED BY OWNER UNFORSEEN FLOOR PREP QUOTED AT TIME OF DISCOVERY

Pricing and promotions are valid for 30 days from the original order date listed above, unless otherwise specified.

A 25% deposit or fully financed order is required to secure your order.

Changes to orders after price approval can be subject to additional fees.

Your order must be installed within 90 days of the original order date or it could be subject to change.

Due to disruptions in the international and domestic manufacturing, NFM may experience delays in your order's arrival. We work closely with our suppliers to avoid these delays, but some may be out of our control. We will keep you updated as soon as possible to any changes.

THIS IS A SPECIAL ORDER. ALL SPECIAL ORDERS REQUIRE A 25% NON-REFUNDABLE DEPOSIT. All Window Treatments and Blinds require a 25% NON-REFUNDABLE deposit. The scheduled date above is based on factory stock availability and estimated ship time. We will contact you if any change to this date is necessary. COLOR OF MATERIAL IN YOUR HOME MAY VARY SLIGHTLY FROM STORE SAMPLE.

Installation Job Site built prior to 1978, Lead-Based Paint safe work practices may be required.

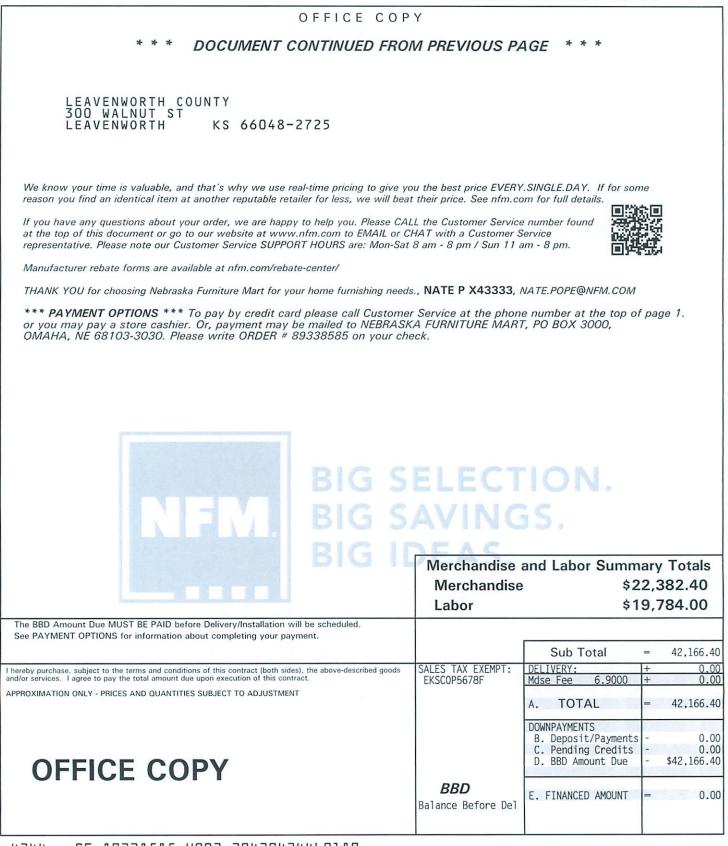
\* \* \* This is page 1 of 2 pages. \* \* \*



thank you FOR SHOPPING WITH US



ORDER: SE 89338585 V 0 PG 2



Thank you FOR SHOPPING WITH US

Station Customer Service: (913) 288-6200 or (800) 407-5000

#### \_\_\_\_\_

**ESTIMATE - PENDING MEASURE** 

ORDER: SE 89338585 V 0 PG 1

#### OFFICE COPY

BUYER

20194593

**INSTALLATION ADDRESS:** 

Installer: Nfm Installation {605}

LEAVENWORTH 500 EISENHOWER LEAVENWORTH

R D		
KS	66048-5161	I

LEAVENWORTH COUNTY 300 WALNUT ST LEAVENWORTH KS 66048-2725

BUILDER/K&B/MOBILE/WINDOW MEASURE

Order Date: 12-06-2023 WED Sold by: 4344 Nate P x43333

Ln	SKU	Ship Date	Item Description	Rooms	Quantity	Price	Unit	T X	Extended Amount
1	6730537	CWC	BIGLV-C0097-936 BETTER TOGETHER-12"X36" (18	OFC	316	60.80	Each	γ	19,212.80
2	5784055		BIGLV-M700-4 PLUS RELEASABLE ADHESIV-4 Ga1	TRM	6	175.00	Each	ΙY	1.050.00
3	9100587		ROPPE-700 SERIES BASE W/TOE-1/8"X4"X4'(Each	TRM	360	4.00	Each	<b>IYI</b>	1.440.00
4	3159359		MAPEI-ECO 575 WALL BASE ADHESIVE-28.7oz Tub	TRM	30		Each	ΙY	240.00
5	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		4800		Each	ΙY	4,800.00
			SUBFLOOR SCRAPE/ PREP AS NEEDED						
6	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		2533	1.00	Each	IY	2.533.00
			DEMO VCT / CARPET TILE					11	_,
7	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		2010	1.00	Each	IY	2.010.00
			BASE INSTALL					[]	
8	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		8341	1.00	Each	ΙY	8.341.00
			LVP INSTALLATION					11	-,
9	7929763	CWC	LABOR-BS COMMERCIAL LABOR 0005		2100	1.00	Each	<b>IY</b>	2,100.00
			FURNITURE MOVE						-,
10	8255853	CWC	LABOR-GE LBP TEST & SAFE WORK			0.00	Each	IY	0.00
11	8325540	CWC	ROPPE-#152 SNAP DOWN DIVIDER-1 13/32"X12" C	TRM	20	10.99		IY	219.80
12	8396673	CWC	ROPPE-14271-AE PINLESS TRACK METAL-(12')-A1	TRM	20	10.99	Each	ΙY	219.80

Delivery Contact Phone: 913 684-0427

Buyer Contact Phone: Main 913 684-0427

PRICES PER 4344

MEASURE / DELIVERY / INSTALLATION COMMENTS:

FURNITURE MOVE ONLY ELECTRONICS MOVED BY OWNER LARGE APPLIANCES MOVED BY OWNER SPECIALTY EQUIPMENT MOVED BY OWNER UNFORSEEN FLOOR PREP WOULD BE QUOTED AT TIME OF DISCOVERY SENSITIVE MATERIAL MOVED BY OWNER

Pricing and promotions are valid for 30 days from the original order date listed above, unless otherwise specified.

A 25% deposit or fully financed order is required to secure your order.

Changes to orders after price approval can be subject to additional fees.

Your order must be installed within 90 days of the original order date or it could be subject to change.

Due to disruptions in the international and domestic manufacturing, NFM may experience delays in your order's arrival. We work closely with our suppliers to avoid these delays, but some may be out of our control. We will keep you updated as soon as possible to any changes.

THIS IS A SPECIAL ORDER. ALL SPECIAL ORDERS REQUIRE A 25% NON-REFUNDABLE DEPOSIT. All Window Treatments and Blinds require a 25% NON-REFUNDABLE deposit. The scheduled date above is based on factory stock availability and estimated ship time. We will contact you if any change to this date is necessary. COLOR OF MATERIAL IN YOUR HOME MAY VARY SLIGHTLY FROM STORE SAMPLE.

Installation Job Site built prior to 1978, Lead-Based Paint safe work practices may be required.

\* \* \* This is page 1 of 2 pages. \* \* \*

FLOORING ESTIMATE SHEET

Customer's LCANENWORTH HEARTH DEPT Date 12 Name Z3 Email EAST ENTRYITOWGA Address Cell CALWORTH City 913-240-5146 State KS Phone HOHTRAFFIC ARCAS HALLS, LOBBY WAITING ROOM 60 ATT 59 OFT INST. BETAN TOGETHER COLOR: LOON PRIP MASTIC TRANSITIONS 00 150 FURNITORI 3000 2000 4" BUENT UMBER RASS O 5000 3254ps 0 61 2 off CANPOTING JAJ 2 ENTRy'S DV WAN OUT / WISBA 00 FRIGHT 0 MATTIC NUNSES STATION FIRST ONE OP IT COLON WT O 480 Seps 1007 DUBJAL ue ad MASAL 00 OTA

# SEIFERT'S FLOORING, INC.

PHONE: 913.724.3777 FAX: 913.724.1818 Free Estimates

18025 FAIRMOUNT ROAD TONGANOXIE, KS 66086

# Leavenworth County Request for Board Action

Date:	December 12th, 2023			
То:	Board of County Commissioners			
From:	Public Works			
Department	Head Approval: <u>8. Noll</u>			
Additional Reviews as needed:				
Budget Rev	iew 🗌 Administrator Review 🖂 Legal Review 🖂			

Action Requested: Approve the construction contract for the replacement of bridge structure A-60 with Reece Construction

Recommendation: Approve the construction contract.

### Analysis:

The Board of County Commissioners accepted the low bid and signed a notice to proceed with Reece Construction for the replacement of A-60. The low bid read was \$275,552.51 plus \$57.64 per foot for any required H-pile abutment support in excess of 50'. The county crews will realign the gravel road and remove the existing structure after the construction of the bridge is completed.

# Alternatives: Table, Deny, Approve

#### **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds 220 Fund 5 year CIP Approved Project
  - Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

#### **Total Amount Requested:**

Contract not to exceed \$325,000 after contingency for pile lengths.

#### **Additional Attachments:**

Agreement between Leavenworth County, Kansas and Contractor (Reece Construction, Inc.)

### CONTRACT BETWEEN COUNTY OF LEAVENWORTH, KANSAS AND CONTRACTOR

THIS AGREEMENT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Leavenworth, Kansas, hereinafter called the COUNTY, and <u>Reece Construction Co., Inc.</u> hereinafter called the CONTRACTOR.

WITNESSETH, that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The Contractor will perform all Work as shown in the Documents for the completion of the Project generally described as follows:

# Leavenworth County Bridge No. A-60 Replacement

Article 2. JURISDICTION. This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provisions(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

Article 3. CONTRACT TIME. Contractor shall commence work upon the date stated in the Notice to Proceed and will complete all work covered by this Contract by December 30, 2024. Time is of the essence. Accordingly Liquidated Damages shall be assessed against Contractor as stipulated liquidated damages and not as a penalty, in an amount as set forth in Addendum No. 2 issued November 1, 2023 for each and every calendar day the work remains incomplete over the specified completion time.

Article 4. CONTRACT PRICE. The County will pay the Contractor for performance of the Work and completion of the Project in accordance with the Contract Documents, and the accept Contractor will in full compensation therefore. the sum of Two hundred seventy five thousand, six hundred ten & 15/100 DOLLARS (\$ 275,610.15 ) (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the Contract Documents. Payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

Article 5. PROGRESS AND FINAL PAYMENT. The County will make progress payments on account of the Contract Price as provided in the General Conditions as follows:

- 5.1 Progress and final payments will be on the basis of the Contractor's Applications for Payment as approved by the County.
- 5.2 On or about the <u>15th</u> day of each month during construction <u>Ninety (90)</u>% of the Work completed, and <u>Ninety (90)</u>% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

# Article 6. SCHEDULE LIQUIDATED DAMAGES

- 6.1 The parties agree that it would be difficult to determine the amount of damages that would be suffered due to a Contractor delay, but that the Liquidated Damages in the amount \$500 per Calendar Day are a fair and reasonable amount for each Day beyond the Completion Date, and that these Liquidated Damages do not constitute a penalty.
- 6.2 All schedule Liquidated Damages for which Contractor becomes liable pursuant to Section 6.1 may be offset by the County against amounts due under this Agreements, and if such amounts are not sufficient to pay the Liquidated Damages then due, such amounts will be payable to the County submits to Contractor an invoice therefore. Amounts paid late will accrue interest at a rate equal to two percent above the prime rate as set from time to time by Commerce Bank of Kansas City, N.A.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce the COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility of the accurate location of said underground facilities. No additional examinations, investigations, exploration, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at

the contract price, within the contract time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given the COUNTY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the Following:

- 8.1 This Agreement (pages 1 to <u>4</u>, inclusive).
- 8.2 Exhibits to this Agreement consist of Documents listed in Index to the Project Manual and identified herein.
- 8.3 Performance, Maintenance and Bid Bonds.
- 8.4 Notice of Award.
- 8.5 General Conditions.
- 8.6 Plans & Specifications
- 8.7 Addenda number <u>1 & 2</u>.
- 8.8 CONTRACTOR'S Bid consisting of pages <u>BF-1</u> to <u>BF-3</u>, inclusive.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate.

CONTRACTOR Principal Title

12

Patrick O

Attest

# COUNTY OF LEAVENWORTH, KANSAS

County Commission Chairperson

Date

#### **BID FORM**

#### COUNTY OF LEAVENWORTH, KANSAS

#### Leavenworth County A-60 Bridge Replacement

Owner: County	of Leavenworth, Kansas	
Name of Bidder:	Reece Construction Co., Inc PO BOX 3227	
Address of Bidder:	Salina KS 67402-3227	

NOTE: Please do not return the bid if you are not submitting the same. Your name will remain on our bidders list until we are notified to remove it.

Bid Proposal Amounts:

The undersigned, having examined the Contract Documents and the site of the proposed work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision and other items necessary to perform and complete, in a workman-like manner, all work required by the Contract Documents, at the prices stated below. Stated sums include fees, insurance payroll taxes, labor and performance bonds, and all other charges applicable to materials, appliances, labor and all charges that may be levied.

# The Contractor acknowledges that the Notice to Proceed date shall be November 23, 2023. All work shall be completed by December 30, 2024.

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda (number and date).

Addenda No. #1	Dated 10-27-23
Addenda No. #2	Dated /1-1-23
Addenda No.	Dated
Addenda No.	Dated

#### **Bid Sheet**

Leavenworth County Project Bridge No. A-60 Replacement						
l <b>tem</b> No.	Item Description	Unit	Quantity	Unit Price	Total	
1	SBMS-50 Span x 24'-6" Width Bridge	LS	1	275 552.51	275 552.51	
2	Installed Additional H-Pile Abutment Support in Excess of 50' Lengths	LF	1	57.64	57.64	

Total Base Bid 275 610.15

Base Bid:					
Two hundred se	wenty five	thousand	δίχ	hundred	ten
dollars + fip	teen Cents			DC	LLARS
(\$ 275,6	10.15	). Fig	ires		

General Agreements:

- a. The Bidder agrees that he has had an opportunity to examine the site of the work and has examined the Contract Documents, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this bid and the materials, equipment and labor required there under, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that he will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
- b. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all bids.
- c. The Bidder agrees that sub-contractors must be approved by County of Leavenworth, Kansas. In correlation with this agreement, the Contractor shall submit a list of subcontractors and their project duties complete with references for verification.
- d. The Bidder agrees that his/her bid shall not be withdrawn or altered for a period of thirty

(30) calendar days after the last date scheduled for the submission of bids.

e. By signing this bid, each Bidder certifies that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The undersigned Bidder agrees that, when these requirements have been completed, he will execute an agreement with the Owner on the Contract between Owner & Contractor, in the Project Manual.

DATED THIS	9	DAY OF NOVEMBER, 2023.
		Contractor: Reece Construction Co., Inc PO BOX 3227
		Address: Salina KS 67402-3227
		City and State:
		785- 827- 8027
		Telephone Number
		By: Marynell Hopst Signature of Authorized Officer
		Title

### Bridge No. A-60 Replacement County of Leavenworth, Kansas

Addendum No. 1 Issued on October 27, 2023

The conditions set forth in the addendum shall become a part of the Specifications and Contract Documents for the above referenced improvement project. All items, conditions and requirements of the Specifications and Contract Documents not specifically addressed in this addendum shall remain in effect.

### THE CONTRACTOR SHALL ACKNOWLEDGE THIS ADDENDUM ON PAGE 1 OF THE BID FORM.

#### THE BID OPENING DATE AND TIME IS CHANGED TO 10:00 AM, THURSDAY, NOVEMBER 9, 2023.

#### The following clarifications and modifications to the Contract Documents/Specifications shall apply:

- 1) A bid form is included with this addendum. The bid form includes only two items; the lump sum price for the bridge and a lineal foot price for any additional HP column length installed in excess of 50' depths. Clarifications to the bridge base bid are as follows:
  - a) The contractor shall construct a 24'6" x 50' SBMS bridge as identified in the original notice for bids. The contractor shall provide H-Pile abutment supports to meet HL-93 Loading. The lump sum bridge construction cost shall include H-Pile lengths up to 50' as measured from the bottom of the 6" concrete deck. The contractor shall identify the lineal foot price required for H-Pile installation in excess of 50'. Leavenworth County has no geotechnical information on the site.
  - b) The bridge deck shall consist of KDOT 6" Concrete Grade 5.0 (AE)(SW) with applicable epoxy coated reinforcing steel to meet HL-93 Loading. Hot Mix Asphalt is not allowed. No cover material shall be placed on the bridge in excess of the 6" Concrete deck.
  - c) Leavenworth County shall contract with a construction inspection/testing consultant to perform all required material tests for the project. Acceptance of improvements shall be based on acceptable material test results.
- 2) The project is located on 215<sup>th</sup> Street, 0.3-mile north of the intersection of 215<sup>th</sup> Street and Ida Street in Leavenworth County, KS over Brush Creek. The existing structure is located at 39º 15' 21.77936"N, 95º 04' 39.43448"W. The existing timber bridge structure will remain in place with the 215<sup>TH</sup> Street roadway open to public use at all times throughout the duration of the project. The new bridge will be constructed immediately east of the existing bridge in an effort to remove the PI in the roadway corridor caused by the current location of the existing bridge.
- 3) The bid for the project shall include procurement of all necessary storm water permits, materials, labor, and overhead necessary to construct the bridge structure. Demolition of the existing bridge, roadway modifications, site grading, traffic control, slope protection/riprap improvements and erosion control/seeding construction are not a part of the project. Once the proposed bridge is completed and accepted County staff shall perform all applicable roadway and site construction and remove the old bridge.

This addendum addresses all known questions and information requests received by prospective bidders to date. The final date for addenda distribution shall be November 1, 2023 barring any further change in the bid opening date.

### Bridge No. A-60 Replacement County of Leavenworth, Kansas

# Addendum No. 2

Issued on November 1, 2023

The conditions set forth in the addendum shall become a part of the Specifications and Contract Documents for the above referenced improvement project. All items, conditions and requirements of the Specifications and Contract Documents not specifically addressed in this addendum shall remain in effect.

# THE CONTRACTOR SHALL ACKNOWLEDGE THIS ADDENDUM ON PAGE 1 OF THE BID FORM.

# THE BID OPENING DATE AND TIME REMAINS UNCHANGED FROM ADDENDUM No. 1 AT 10:00 AM, THURSDAY, NOVEMBER 9, 2023.

# The following clarifications and modifications to the Contract Documents/Specifications shall apply:

- 1) A 5% bid bond is required to accompany each bid.
- 2) Each bidder shall provide any required construction staking to complete the project. Leavenworth County will obtain permanent drainage easements to perform the work and field locate the boundaries of the easements. The elevation of the new bridge deck will be the same as the existing deck elevation. The horizontal location of the center point of the new bridge will be directly in relation to the stream line as the existing bridge. The contractor will be responsible for locating each of these points with their construction staking subcontractor.
- 3) No additional plan sheets will be sent out. The project latitude longitude points were included in Addendum #1 along with a physical location of the bride using existing Leavenworth County roadways.
- 4) The deck rebar has been revised to black steel. Epoxy coated resteel is not required.
- 5) The back wall sheeting for each abutment and wing wall shall be galvanized steel.
- 6) The required completion date for the project remains December 30, 2024. Liquidated damages shall be assessed at the rate of \$500/day, per calendar day that the project remains incomplete past December 30, 2024.

This addendum addresses all known questions and information requests received by prospective bidders to date. The final date for addenda distribution shall be November 1, 2023.

# Leavenworth County Request for Board Action

Date:	December 20, 2023
To:	Board of County Commissioners
From:	Thomas A. Cole, CEcD – Economic Development Administrator

Department Head Approval:

Additional	<b>Reviews</b>	as needed:

BudgetReview 🗌	] Administrator	Review 🗌	Legal R	eview [	
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# Action Requested:

The item requests the Board of County Commissioners approve a Memorandum of Understanding ("MOU") clarifying and granting all duties including, but not limited to, administrative, fiscal, reporting, management and maintenance relative to the award of Kansas Base Grant 2.0 to the City of Lansing.

# **Recommendation:**

Staff recommends the Board of County Commissioners approve the MOU as presented to eliminate confusion regarding the awardee and administrator of a BASE Grant awarded to the City of Lansing.

### Analysis:

Leavenworth County and the City of Lansing jointly pursued the initial round of BASE Grant funding from the State of Kansas in January 2022 relative to a roughly \$4,000,000 sanitary sewer extension allowing for the future development of properties between 7 Highway and McIntyre Road in January 2022 with the County offering matching funds. The initial submittal did not receive funding as many large projects across the state attained the awards of the first round.

A second round of BASE Grant funding was offered by the state in January 2023. The City of Lansing pursued this round independent of the County as matching funds form the County were no longer available. The City of Lansing resubmitted a modified version of the initial joint application; however the BASE Grant online portal continued to identify the applicant as the County, rather than the City. As such, the County was clerically awarded the City's successful grant application.

This discrepancy was quickly brought to the attention of the State Grant Administrator and the individual suggested the discrepancy had been deleted. In December 2023, the City of Lansing was alerted by the state that the discrepancy continued to exist and an MOU between the County and City clarifying the roles and participants in the grant would serve as an acceptable vehicle to resolve the discrepancy. This is the document the Board of County Commissioner is requested to approve.

# Alternatives:

The alternative would be to not approve the MOU with the result being the potential withdrawal of a grant award from the State of Kansas to the City of Lansing.

# **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: NONE.

### **Additional Attachments:**





300 Walnut St., Suite 106 Leavenworth, Kansas 66048-2725 (913) 684-0412 www.leavenworthcounty.gov

#### MEMORANDUM OF UNDERSTANDING BASE GRANT APPLICATION, CITY OF LANSING, KANSAS

This Memorandum of Understanding ("MOU" or "Agreement") is entered into this 13<sup>th</sup> Day of December 2023, by Leavenworth County, Kansas, hereinafter referred to as the "County," and the City of Lansing, Kansas, hereinafter referred to as the "City."

WHEREAS, the County has received a grant opportunity titled BASE GRANT 2.0 relative to the extension of a sewer line, and

WHEREAS, the City has expressed a willingness to assume all fiscal responsibilities, management, and maintenance related to the grant application; and

WHEREAS, the parties have determined to enter into this MOU for the aforesaid public purposes as authorized and provided by K.S.A. 12-2908.

NOW, THEREFORE, the County and the City agree to the following terms and conditions:

1. \*\*Grant Application Responsibility:\*\*

a. The City shall assume full responsibility for the preparation, submission, fiscal responsibilities, fulfillment, reporting and management of the grant application and award responsibilities for BASE Grant 2.0.

b. The City shall adhere to all guidelines, deadlines, and requirements specified by the granting authority.

2. \*\*Fiscal Responsibilities:\*\*

a. The City shall manage all financial aspects of the grant, including but not limited to taking receipt of all grant funds, budgeting, accounting, and reporting.

b. The County shall transfer zero funds to the City for the successful execution of the grant as the responsibilities shall solely rest upon the City.

3. \*\*Management and Maintenance:\*\*

a. The City shall oversee the day-to-day management of the grant, including project implementation, bids, awards, construction, planning, monitoring, and evaluation.

b. The City shall keep the County informed of the progress and any significant developments related to the grant project.

#### 4. \*\*Term of Agreement:\*\*

This MOU shall commence on the effective date and continue until the completion of the grantfunded project, unless terminated earlier by mutual agreement.

#### 5. \*\*General Indemnification.\*\*

To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the City shall defend, indemnify, hold harmless, and save the County and their authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this MOU by the County, the County's employees, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the County for negligent acts or omissions of the County or their authorized representatives or employees.

#### 6. \*\*Indemnification by Contractors.\*\*

The City will require Contractors working on the sewer extension project relative to the BASE GRANT 2.0 to indemnify, hold harmless, and save the City and the County from personal injury and property damage. The City will ensure that the contract with the Contractor requires the contractor to secure sufficient insurance coverage and names the County as an additional insured.

#### 8 \*\*No Third-Party Beneficiaries\*\*

No third party beneficiaries are intended to be created by this MOU, and nothing in this MOU authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

#### 9 \*\* APPLICABLE LAW.\*\*

This Agreement shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the County and the City, by their duly authorized representatives, have executed this Memorandum of Understanding as of the date first above written.

Mark Loughry County Administrator Leavenworth County, Kansas

Tim Vandall City Administrator City of Lansing, Kansas

# Leavenworth County Request for Board Action

Date: December 13, 2023 To: Board of County Commissioners Cc: Mark Loughry; Misty Brown From: David C. Van Parys Department Head Approval: <u>Additional Reviews as needed:</u> Budget Review Administrator Review Legal Review

Action Requested: Adoption of a county resolution committing all LAVTR funding received to the purpose of reducing local ad valorem taxes.

Recommendation: Adoption of the resolution

**Analysis:** Although the purpose and provisions of K.S.A 79-2659 explicitly limit the use of such funds to the reduction of ad valorem taxes, several state legislators have expressed concerns or doubts about the commitment of the county commission to apply any such funding for that purpose. The adoption of the recommended resolution would serve as a legislative commitment by the board to use any LAVTR funds received solely for the purpose of the reduction of local ad valorem taxes.

**Alternatives:** State law provides that any LAVTR funds received by local governments be used to reduce local ad valorem taxes. The adoption of the recommended resolution creates local legislation to that effect. Not adopting the resolution would still require the county to apply any LAVTR funds received to the reduction of local ad valorem taxes.

Budgetary Impact: No LAVTR funds currently received or budgeted.

$\boxtimes$

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: See attached recommended resolution.

#### **RESOLUTION 2023-36**

### A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, COMMITTING THE APPLICATION OF ALL FUNDS RECEIVED BY THE COUNTY THROUGH THE PROVISIONS OF K.S.A. 79-2959, AS AMENDED, TO THE REDUCTION OF LOCAL AD VALOREM TAXES

**WHEREAS** K.S.A. 79-2959, as amended, created the local ad valorem tax reduction fund, those funds to be distributed to the several county treasurers of the state for the purpose of reducing local ad valorem taxes; and

**WHEREAS** the legislature of the state has repeatedly amended K.S.A 79-2959 in order to deprive the several counties of the state of the funds collected for the purpose of the reduction of local ad valorem taxes; and

**WHEREAS** this board of county commissioners, and prior boards, has repeatedly petitioned the state legislature to comply with the provisions and intent of K.S.A. 79-2959 and provide funding to the several counties of the state for the purpose of local ad valorem tax reduction; and

**WHEREAS** the board of county commissioners of the county of Leavenworth, Kansas, wishes to formally confirm that it, and successor boards, will apply such funds as it receives through the provisions of K.S.A. 79-2959 solely for the purpose of the reduction of local ad valorem taxes; and

**WHEREAS** the provisions of K.S.A. 79-2960 provides for the distribution of state funds collected under the provisions of K.S.A. 79-2959 to the several county treasurers of the state for the express purpose of reducing local ad valorem taxes;

#### NOW BE IT THEREFORE RESOLVED:

1. That the board of county commissioners of the county of Leavenworth, Kansas, ("board"), formally commits all funds received by it through the provisions of K.S.A. 79-2959 to the reduction of local ad valorem taxes.

2. That the county treasurer, upon receipt of any funds received by the county through the provisions of K.S.A. 79-2959 shall deposit those funds in an account specifically designated for the purpose of the reduction of local ad valorem taxes.

# **RESOLVED THIS 20th DAY OF DECEMBER, 2023.**

VICKY KAAZ, CHAIR

JEFF CULBERTSON

MIKE SMITH

**DOUG SMITH** 

MIKE STIEBEN

ATTEST:\_\_\_

.\_\_\_\_\_ JANET KLASINSKI, CLERK