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 March 6, 2024 9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting and limited to three minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) March for Meal proclamation
 - b) Appointment to the Port Authority
- 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 February 28, 2024
 - b) Approval of the schedule for the week March 11, 2024
 - c) Approval of the check register

d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to authorize the chairman to sign a MOU with the University of Saint Mary's social work program and Council on Aging.
- b) Consider a motion to approve a service contract with Honeywell for HVAC control systems.
- c) Consider a motion to authorize the chairman to sign the application for Aid to Local Grants for the Health Department.
- d) Consider a motion to approve a proposal from Finney and Turnipseed for construction engineering services for bridge T-34 on 219th St. in the amount of \$59,250.00.
- e) Consider a motion to approve a proposal from Finney and Turnipseed for construction engineering services for bridge A-49 on 211th St. in the amount of \$59,250.00.
- f) Consider a motion to approve a bid from Ebert Construction for the replacement of bridge T-34 on 219th St. in the amount of \$765,640.00 with a 3.5% contingency.
- g) Consider a motion to accept a bid from Ebert Construction for the replacement of bridge A-49 on 211th St. in the amount of \$785,369.00 with a 3.5% contingency.
- h) Consider a motion to accept a bid from MegaKC Corporation for the replacement of box culverts SH-63, HP-29 and HP-30 in the amount of \$1,564,500.00. with a 3.5% contingency.
- i) Consider a motion to approve a co-investment contribution to Midco Broadband for Acceleration Grant 4.0 Application in the amount of \$20,000.00.
- VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.
 - a) Executive session to discuss attorney/client privileges

IX. ADJOURNMENT

WORK SESSION TO DISCUSS ECONOMIC DEVELOPMENT POLICY

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 4, 2024

Tuesday, March 5, 2024

Wednesday, March 6, 2024

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, March 7, 2024

Friday, March 8, 2024

1:00 p.m. City of Basehor 155th St Improvements and MetroGreen Trail Groundbreaking

• 155th St and Parallel Road

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC



A PROCLAMATION PROCLAIMING MARCH 2024 AS THE MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for individuals 60 years and older.

WHEREAS, for more than five decades, this landmark law has helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults.

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Leavenworth County, Kansas have served our communities admirably for nearly 50 years; and

WHEREAS, volunteers for Meals on Wheels programs in Leavenworth County, Kansas are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels program in Leavenworth County, Kansas provides nutritious meals to seniors that help them maintain their health and independence, thereby helping to prevent unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come.

NOW, THEREFORE, I, JEFF CULBERTSON, as Chairperson of the Leavenworth County Board of Commissioners do hereby proclaim March 2024 as a month celebrating Meals on Wheels and urge every community member to take this month to honor our senior nutrition programs, the individuals they serve and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat senior hunger and isolation in America.

| Dated this 6th day | of March, 2024 |
|--------------------|--|
| | |
| • | Chairperson, Leavenworth County Board of Commissioners |

******February 28, 2024 ******

The Board of County Commissioners met in a regular session on Wednesday, February 28, 2024. Commissioner Culbertson, Commissioner Mike Smith, Commissioner Kaaz, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Bob Weber, County Appraiser; Janet Klasinski, County Clerk; Jamie Miller, EMS/Health Department Director; Tammy Saldivar, Solid Waste Director; Edd Hingula, Leavenworth City Commissioner; John Richmeier, Leavenworth Times

Residents: Louis Klemp Richard Ewoldsen

PUBLIC COMMENT:

Louis Klemp commented.

ADMINISTRATIVE BUSINESS:

Commissioner Mike Smith inquired about who will be participating in the St. Patrick's Day parade.

Commissioner Mike Smith inquired about who will be attending the groundbreaking in Basehor for 155th St. and MetroGreen Trail.

A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, February 28, 2024.

Motion passed, 5-0.

Janet Klasinski presented Board Order 2024-1, transferring funds from the Courthouse General Department to the Equipment Reserve/Jail Fund.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Kaaz to approve Board Order 2024-1, transferring funds from the Courthouse General Department in General Fund to the Equipment Reserve/Jail Fund.

Motion passed, 4-1 Commissioner Stieben voting nay.

Ms. Klasinski requested the appointment of a treasurer to the Sherman Township Board.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to reappoint Carol Floyd to the Sherman Township Board.

Richard Ewoldsen spoke and requested the Board to continue this matter

Motion passed, 5-0.

Tammy Saldivar requested approval of the 2024 Solid Waste Committee Member Roster.

A motion was made by Commissioner Kaaz and seconded by Commissioner Mike Smith to approve the 2024 Solid Waste Committee Member Roster.

Motion passed, 5-0.

Jamie Miller requested approval of a proposal from DH Pace Systems Integration Group for locking system to EMS Station #3.

A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to authorize EMS to accept the proposal from DH Pace Systems Integration Group to update and replace the electronic door locking system to EMS Station #3 in an amount not to exceed \$19,561.00.

Motion passed, 5-0.

Bob Weber requested approval of Board Order 2024-2, a disaster relief tax abatement.

A motion was made by Commissioner Stieben and seconded by Commissioner Kaaz to approve Board Order 2024-2, granting a disaster relief tax abatement for buildings on property substantially destroyed by fire located at 22303 227th St.

Motion passed, 5-0.

Mr. Weber presented the quarterly report for the County Appraiser's Office.

Commissioner Doug Smith attended the Fairmount Township Board meeting and the MARC meeting.

Commissioners Stieben and Kaaz attended the mid-session report for legislation. He also reported that House Bill 2493 is dead regarding Kansas Rural Water Districts public bidding.

Commissioner Kaaz attended the Adult Corrections Advisory Board meeting and will be attending the Transit Authority meeting.

Commissioner Mike Smith met with the Lansing City Administrator, Tim Vandall.

Commissioner Culbertson attended the Leavenworth City Commission meeting and will attend the budget program through the Kansas Association of Counties.

Commissioners Doug Smith and Stieben also attended the Juvenile Corrections Advisory Board meeting last week.

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

Motion passed, 5-0.

The Board adjourned at 10:09 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 11, 2024

Tuesday, March 12, 2024

Wednesday, March 13, 2024

9:00 a.m. Leavenworth County Commission meeting

• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, March 14, 2024

12:00 p.m. LCDC meeting

Friday, March 15, 2024

Saturday, March 16, 2024

Sunday, March 17, 2024

1:00 p.m. St. Patrick's Day Parade

• Downtown Leavenworth

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | |
|--------------|---|---|------------------|------------------------|--------------------------|----------------------------------|---|------------------|
| 240 | MDEDMELI | AMOUTOON WOODIEN | 220065 | 107211 70 | 00/00/004 | 4 001 5 00 010 | VIIIAN DEGOVERED THE OVER THESE | 275 00 |
| 249 13088 | AMBERWELL APPRAISER | ATCHISON HOSPITAL | 339865 339866 | 107311 AP 107312 AP | 02/29/2024 | 4-001-5-28-212 4-001-5-41-202 | HUMAN RESOURCES EMPLOYEE TESTI | 275.00 170.00 |
| 13088 | APPRAISER | APPRAISER'S EDUCATION FUND APPRAISER'S EDUCATION FUND | 339866 | 107312 AP | 02/29/2024 | 4-001-5-41-202 | MEMBERSHIP-REGULAR, O&G WEBER MEMBERSHIP-REGULAR, O&G WEBER | 125.00 |
| 13000 | APPRAISER | APPRAISER'S EDUCATION FUND | 339000 | 10/312 AP | 02/29/2024 | 4-001-5-41-203 | *** VENDOR 13088 TO | |
| 1065 | BTX | BTX KS, INC | 339867 | 107313 AP | 02/29/2024 | 4-001-5-07-219 | LVSO INMATE X-RAYS X6 | 312.00 |
| 198 | BUTLER'S S | COLLINS AUTOMOTIVE LLC | 339868 | 107313 AP | 02/29/2021 | 4-001-5-07-213 | 2268 VEH MAINT UNIT 134 LVSO | 888.24 |
| 23989 | CASA | CASA | 339869 | 107311 AP | 02/29/2021 | 4-001-5-29-203 | 1ST QUARTER PER LEAV CO 2024 B | 17,500.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-02-202 | CLERK: JK: TRAINING | 350.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-02-212 | IRON MOUNTAIN COURTHOUSE SHRED | 38.55 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-02-212 | IRON MTN SHREDDING JBZM661,662 | 38.61 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-02-301 | CLERK: FK: SUPPLIES | 36.80 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-04-202 | ROD:PRIA CONF, AIR | 425.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-04-203 | ROD:PRIA CONF, AIR | 10.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-04-211 | ROD:PRIA CONF, AIR | 436.20 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-04-302 | ROD:PRIA CONF, AIR | 42.30 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-202 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 59.40 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-203 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 549.90 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-213 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 2,000.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-05-215 | TONGANOXIE CITY WATER ANNEX, E | 91.91 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-05-215 | FREESTATE ELEC SVC EMS 9102 | 220.91 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-216 | EMS: VEH/BLD MAINT, OFC SUPPLY, U | 352.30 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-05-271 | FLEETHOSTER - REPL CAMS EMS,XF | 500.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-05-280 | MIDWEST MOBILE RADIO MONTHLY | 438.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-282 | EMS: VEH/BLD MAINT, OFC SUPPLY, U | 363.31 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-301 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 1,114.68 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-302 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 12.67 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-302 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 14.73 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-306 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 1,741.30 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-306 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 100.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-306 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 946.20 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-350 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 227.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-350 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 892.18 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-381 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 96.94 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | | 4-001-5-05-381 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 39.74 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | | 4-001-5-05-381 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 22.20 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-381 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 11.10 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-381 | EMS:VEH/BLD MAINT,OFC SUPPLY,U | 8,773.29 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-383 | EMS:BB,CJ,MW,MS,MB,BB:VEH/BLDG | 50.96 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-05-383 | EMS: WELL/DLD MAINT OF CHINDLY II | 246.41 |
| 648 648 | COMMERCE BANK-COMMER COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339844 339923 | 98 101 | 02/26/2024 02/29/2024 | 4-001-5-05-383 4-001-5-06-216 | EMS:VEH/BLD MAINT,OFC SUPPLY,U AT&T MOBILITY - CODE ENFORCEME | 919.10 86.46 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/29/2024 | 4-001-5-06-301 | RISK MGMT/PLANNING:SS:KAPWING, | 44.50 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-202 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 1,325.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-202 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 970.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-202 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 225.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-202 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 250.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-203 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 250.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-203 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 239.88 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-203 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 175.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-208 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 27.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-208 | WASTE MGMT - SHF DUMPSTER | 656.69 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-208 | MIDWEST MOBILE RADIO MONTHLY | 1,640.00 |
| | | | | | | | | |

295.00

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | |
|-----|----------------------|--|------------|--------|------------|----------------|---|----------|
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-210 | AT&T SHERIFF SVC 1313 | 287.27 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-210 | AT&T SHERIFF SVC 1313 AT&T SHF WIRELESS 1005 | 5,367.49 |
| 648 | COMMERCE BANK-COMMER | | 339844 | 98 | | 4-001-5-07-210 | | 357.57 |
| | COMMERCE BANK-COMMER | COMMERCE BANK COMMERCIAL CARDS | | | 02/26/2024 | | LVSO:IS ET T1 T3:TNG, TVL, VEH M | |
| 648 | | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-211 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 119.19 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-213 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 11.99 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-216 | CHARTER COMMS - INTERNET FOR E | 74.99 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-219 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 20.48 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-07-223 | FREESTATE ELEC SVC TO SIRENS | 456.46 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-301 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 428.63 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-301 | LVSO:AD:POLICE EQUIP, DRUG BOX, | 73.17 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-302 | LVSO:AD:POLICE EQUIP, DRUG BOX, | 14.11 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-302 | LVSO:AD:POLICE EQUIP, DRUG BOX, | 141.02- |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-303 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 77.17 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-350 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 45.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-353 | LVSO:AD:POLICE EQUIP,DRUG BOX, | 611.85 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-355 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 103.06 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-357 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 128.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-357 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 154.26 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-357 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 119.24 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-359 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 14.23 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-359 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 226.71 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-359 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 526.29 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-359 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 88.97- |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-360 | LVSO:AA:JA:C,KD,SF,MH,JP:TNG,J | 269.98 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-360 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 68.75 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-362 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 27.70 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-07-362 | LVSO:AD:POLICE EQUIP, DRUG BOX, | 179.59 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-202 | CO ATTY:LG:OFC SUPPLY, TNG,LIC | 250.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-203 | CO ATTY:LG:OFC SUPPLY, TNG,LIC | 538.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-203 | CO ATTY:LF:KCDAA MEMBERSHIPS | 580.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-203 | CO ATTY:TT:KBA, DCF SUPPLY | 170.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-205 | KTA - COUNTY ATTORNEY TURNPIKE | 10.50 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-205 | CLERK: CO ATTY-KTA FEES | 14.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-253 | FLEETHOSTER - REPL CO ATTY CAM | 265.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-11-301 | CO ATTY:LG:OFC SUPPLY, TNG,LIC | 1,392.54 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-14-220 | TONGANOXIE CITY WATER ANNEX, E | 52.48 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-14-229 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 352.45 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-14-247 | IRON MOUNTAIN COURTHOUSE SHRED | 17.87 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-14-247 | IRON MTN SHREDDING HYYT551-552 | 66.75 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-14-247 | IRON MTN SHREDDING JBZM661,662 | 36.36 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-14-332 | LVSO:JS,ET,T1-T3:TNG,TVL,VEH M | 41.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-14-340 | FLEETHOSTER - REPL CAMS EMS,XF | 115.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-18-213 | SPECTRUM - ACCESS FEES | 2,207.08 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-19-213 | DIST CT:SC:OFFICE SUPPLY, TNG | 150.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/20/2024 | 4-001-5-19-213 | IRON MTN SHREDDING HYYT551-552 | 133.51 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-19-220 | IRON MIN SHREDDING HITTSS1-552 IRON MIN SHREDDING JBZM661,662 | 112.83 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-19-220 | IRON MIN SHREDDING JBZM661,662 IRON MOUNTAIN SHREDDING JDJK18 | 112.83 |
| | | | | | | | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-19-301 | DIST CT:SC:OFFICE SUPPLY, TNG | 1,146.65 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-19-301 | DIST CT CSO:TW:OFFICE SUPPLY(K | 1,035.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-19-301 | DIST CT SC-JAN CHARGES | 413.19 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-21-300 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 1,118.74 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-23-203 | ADMIN: MEMBERSHIP, TVL, PARKING | 125.00 |

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | |
|-----|----------------------|---|------------|--------|------------|----------------|---|----------|
| 648 | COMMERCE BANK-COMMER | COMMEDCE DANK COMMEDCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-23-209 | COCHAD EED DEALEY DATADACE C | 424.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/29/2024 | 4-001-5-23-209 | COSTAR - FEB REALTY DATABASE S ADMIN:MEMBERSHIP,TVL,PARKING | 100.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-23-211 | ADMIN: MEMBERSHIP, TVL, PARKING ADMIN: MEMBERSHIP, TVL, PARKING | 908.46 |
| | | | | 98 | 02/26/2024 | | IRON MOUNTAIN COURTHOUSE SHRED | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | | | 4-001-5-28-301 | | 17.87 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-28-301 | IRON MTN SHREDDING JBZM661,662 | 17.87 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-290 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 1,182.26 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-290 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 83.41 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-293 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 706.80 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-294 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 651.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-297 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 300.62 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-301 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 268.49 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-312 | BG:EC:JC,COURTHOUSE MAINT SUPP | 59.88 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-312 | BG:NH:JC, CUSHING, CTHS, ANNEX, SH | 434.24 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-312 | BG;RT:CTHSE MATERIAL,JC/CUSHIN | 21.44 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-312 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 1,122.57 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-313 | BG:EC:JC,COURTHOUSE MAINT SUPP | 13.98 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-314 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 360.22 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-316 | BG:EC:JC,COURTHOUSE MAINT SUPP | 59.47 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-316 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 40.04 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-316 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 76.67 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-317 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 1,007.87 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-317 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 161.28 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-320 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 109.95 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-322 | BG:EC:JC,COURTHOUSE MAINT SUPP | 25.48 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-322 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 72.97 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-322 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 141.07 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-384 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 83.41 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-31-391 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 599.40 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-209 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 531.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-296 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 1,579.20 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-297 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 477.20 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-391 | BG:EC:JC,COURTHOUSE MAINT SUPP | 91.17 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-391 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 66.94 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-391 | BG;RT:CTHSE MATERIAL,JC/CUSHIN | 85.84 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-32-391 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 1,682.28 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-209 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 43.23 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-296 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 83.42 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-297 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 307.07 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-391 | BG:NH:JC,CUSHING,CTHS,ANNEX,SH | 60.64 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-391 | BG;RT:CTHSE MATERIAL,JC/CUSHIN | 258.95 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-391 | BG:ZF:CUSHING MAINT,SD#5 TOOLS | 100.73 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-33-391 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 745.05 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-201 | APPRAISER:WM:COMPUTER/OFFICE S | 179.71 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-213 | APPRAISER: DEPT: CAR DOOR REPAIR | 700.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-271 | FLEETHOSTER - REPL APPR CAMERA | 265.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-301 | APPRAISER: WM: COMPUTER/OFFICE S | 475.79 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-371 | APPRAISER: WM: COMPUTER/OFFICE S | 943.45 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-41-371 | GIS:SS:ESRI CREDITS, DUES, EXAM, | 40.00 |
| | | | 339844 | 98 | 02/26/2024 | | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | | | | 4-001-5-42-285 | GIS:SS:ESRI CREDITS, DUES, EXAM, | 250.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-42-293 | GIS:SS:ESRI CREDITS, DUES, EXAM, | 480.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-42-301 | GIS:SS:ESRI CREDITS, DUES, EXAM, | 20.27 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-49-301 | CLERK: FK: SUPPLIES | 137.68 |

TYPES OF CHECKS SELECTED: * ALL TYPES

575 US POSTAL SERVICE

US POSTAL SERVICE (QUADIENT-PO 339918

| | | | P.O.NUMBER | CHECK# | | | | | |
|-------|--------------------------------------|---|------------|-----------|------------|----------------|---|-----------|-----------|
| 5.40 | | | | | 00/00/0004 | | | 40.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-49-301 | AMAZON - ELECTION TAPE, LEAD | 42.91 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-001-5-49-301 | AMAZON-ELECTION SUPPLIES | 39.36 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-53-306 | NOX WEED:KH/VG:CHAINSAW,PARTS, | 159.94 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-53-308 | NOX WEED:KH/VG:CHAINSAW,PARTS, | 845.15 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-53-308 | NOX WEED:KH/VG:CHAINSAW,PARTS, | 809.99 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-001-5-82-301 | RISK MGMT/PLANNING:SS:KAPWING, | 192.00 | 67 705 00 |
| 11721 | DEVE EADDECCTON INC | DENE EVDDESSION INC | 339873 | 107319 AP | 02/29/2024 | 4-001-5-19-221 | *** VENDOR 648 TOTAL LEAVO2 DIST CT INTERPRETER ASL | 205.95 | 67,785.88 |
| 11/21 | DEAF EXPRESSION, INC DIGITAL DOLPHIN | DEAF EXPRESSION, INC DIGITAL DOLPHIN SUPPLIES | 339875 | 107319 AP | 02/29/2024 | 4-001-5-19-221 | LEAV SHERIFF - 2 TONERS | 208.66 | |
| 793 | DORMAIL INC | DORMAIL INC | 339876 | 107321 AP | 02/29/2024 | 4-001-5-07-301 | CO ATTY - 1X PHOTO & LETTER | 372.98 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/25/2024 | 4-001-5-05-215 | ELEC SVC EMS 9101 | 649.16 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2024 | 4-001-5-03-213 | ELEC SVC COURTHOUSE | 6,594.40 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2021 | 4-001-5-32-392 | ELEC SVC JUSTICE CENTER | 18,675.29 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2021 | 4-001-5-32-392 | ELEC SVC OLD KPL BUILDING | 61.57 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/26/2024 | 4-001-5-53-219 | ELEC SVC NOX WEED | 399.29 | |
| 0000 | Events Single | EVERGE IGHOUS CENTREE INC | 337013 | | 02/20/2021 | 1 001 3 33 213 | *** VENDOR 8686 TOTAL | 333.23 | 26,379.71 |
| 1011 | FEDEX | FEDEX | 339878 | 107324 AP | 02/29/2024 | 4-001-5-19-302 | DIST CT TRANSPORTATION CHARGES | 47.28 | 20,373.71 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-05-271 | MARCH CAMERAS (AND PARTIALS) | 220.00 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-06-222 | MARCH CAMERAS (AND PARTIALS) | 19.95 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-11-253 | MARCH CAMERAS (AND PARTIALS) | 19.95 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-31-230 | MARCH CAMERAS (AND PARTIALS) | 59.85 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-41-271 | MARCH CAMERAS (AND PARTIALS) | 120.00 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-001-5-53-220 | MARCH CAMERAS (AND PARTIALS) | 99.75 | |
| | | | | | | | *** VENDOR 605 TOTAL | | 539.50 |
| 83 | GRAFIX SHOPPE | M J DONOVAN ENTERPRISES, INC | 339881 | 107327 AP | 02/29/2024 | 4-001-5-07-354 | LV SHERIFF REFLECTIVE LETTERIN | 157.06 | |
| 4465 | GRONIS | GRONIS HARDWARE INC | 339882 | 107328 AP | 02/29/2024 | 4-001-5-07-301 | JAIL MAINT, OFFICE SUPPLY | 2.55 | |
| 4465 | GRONIS | GRONIS HARDWARE INC | 339882 | 107328 AP | 02/29/2024 | 4-001-5-07-357 | JAIL MAINT, OFFICE SUPPLY | 3.99 | |
| | | | | | | | *** VENDOR 4465 TOTAL | | 6.54 |
| 1190 | KAC | KANSAS ASSN OF COUNTIES | 339887 | 107333 AP | 02/29/2024 | 4-001-5-03-203 | BUDGETING & FINANCE WORKSHOP | 100.00 | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 339846 | 100 | 02/26/2024 | 4-001-5-14-220 | 510614745 1628631 73 GAS SERVI | 1,135.52 | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 339846 | 100 | 02/26/2024 | 4-001-5-32-392 | 510614745 1628631 73 GAS SERVI | 2,249.33 | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 339846 | 100 | 02/26/2024 | 4-001-5-33-392 | 510614745 1562996 18 GAS SERVI | 1,241.50 | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 339846 | 100 | 02/26/2024 | 4-001-5-33-392 | 510614745 1562996 18 GAS SERVI | 148.49 | |
| | | | | | | | *** VENDOR 66366 TOTAL | | 4,774.84 |
| 6909 | KU EDWARDS | KU EDWARDS CAMPUS | 339889 | 107335 AP | 02/29/2024 | 4-001-5-07-203 | B5114690 ANNUAL FEE - C | 500.00 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-001-5-07-219 | LV SHERIFF OFFICE SUPPLY, JAIL | 21.78 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-001-5-07-301 | LV SHERIFF OFFICE SUPPLY, JAIL | 115.41 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-001-5-07-301 | LV SHERIFF OFFICE SUPPLY, JAIL | 27.98 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-001-5-07-301 | LV SHERIFF OFFICE SUPPLY, JAIL | 26.07 | |
| | | | | | | | *** VENDOR 4755 TOTAL | | 191.24 |
| 10869 | MAIN ST AU | MAIN STREET AUTO BODY | 339892 | 107338 AP | 02/29/2024 | 4-001-5-07-213 | SHERIFF - TOW FROM QT TO CO SH | 100.00 | |
| 2059 | MIDWEST OFFICE TECH | MIDWEST OFFICE TECHNOLOGY INC | 339894 | 107340 AP | 02/29/2024 | 4-001-5-02-304 | OPL303_K CO CLERK/ELECTION COP | 9.96 | |
| 2059 | MIDWEST OFFICE TECH | MIDWEST OFFICE TECHNOLOGY INC | 339894 | 107340 AP | 02/29/2024 | 4-001-5-49-340 | OPL303_K CO CLERK/ELECTION COP | 30.10 | |
| 2059 | MIDWEST OFFICE TECH | MIDWEST OFFICE TECHNOLOGY INC | 339894 | 107340 AP | 02/29/2024 | 4-001-5-49-340 | OPL303_K CO CLERK/ELECTION COP | 16.60 | |
| | | | | | | | *** VENDOR 2059 TOTAL | | 56.66 |
| 2666 | MISC REIMBURSEMENTS | ROBERT WEBER | 339898 | 107344 AP | 02/29/2024 | 4-001-5-41-211 | PER DIEM HAYS KS | 162.00 | |
| 7926 | PAWNEE | CLERK OF DISTRICT COURT - PAWN | 339904 | 107350 AP | 02/29/2024 | 4-001-5-19-222 | ATTY FEE VROMAN | 190.00 | |
| 13 | QUALIFICATION | QUALIFICATION TARGETS INC | 339906 | 107352 AP | 02/29/2024 | 4-001-5-07-356 | TARGET ITEMS | 911.44 | |
| 7098 | QUILL CORP | QUILL CORP | 339907 | 107353 AP | 02/29/2024 | 4-001-5-01-301 | 6310540 BOCC SUPPLIES | 168.74 | |
| 25081 | SHRED-IT | SHRED-IT USA DBA SHRED-IT KANS | 339911 | 107357 AP | 02/29/2024 | 4-001-5-07-208 | 1000710061 SHERDDING SVC & SUR | 197.10 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-01-302 | JANUARY POSTAGE BOCC, LEGAL | 11.84 | |
| E7E | TIC DOCUME CEDITAGE | TIC DOCUME CEDITOR (OTADIENTE DO | 220010 | 107264 30 | 02/20/2024 | 4 001 E 02 202 | TANTIADA DOGUAÇE GLEDA ELEGUTON | 2 0 5 | |

107364 AP 02/29/2024 4-001-5-02-302

JANUARY POSTAGE CLERK, ELECTION

3.95

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | |
|------------|-------------------------------------|---|------------------|------------------------|------------|----------------------------------|---|----------|------------------|
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-03-302 | JANUARY POSTAGE COUNTY TREASUR | 143.82 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-05-302 | JANUARY POSTAGE EMS | 820.68 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-07-302 | JANUARY POSTAGE SHERIFF | 352.40 | |
| 575 | | `~ | | | 02/29/2024 | | | 20.07 | |
| 575 | US POSTAL SERVICE US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO US POSTAL SERVICE (QUADIENT-PO | 339918 339918 | 107364 AP 107364 AP | 02/29/2024 | 4-001-5-09-232 4-001-5-11-302 | JANUARY POSTAGE BOCC, LEGAL JANUARY POSTAGE COUNTY ATTORNE | 921.34 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-11-302 | JANUARY POSTAGE CLERK, ELECTION | 89.27 | |
| 575 575 | | US POSTAL SERVICE (QUADIENT-PO | | | 02/29/2024 | 4-001-5-14-302 | JANUARY POSTAGE CLERK, ELECTION JANUARY POSTAGE DIST COURT | | |
| | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | | | | 2,629.48 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-28-302 | JANUARY POSTAGE HUMAN RESOURCE | 184.65 | |
| 575 575 | US POSTAL SERVICE | `~ | 339918 | 107364 AP | 02/29/2024 | 4-001-5-41-302 | JANUARY OSTAGE COUNTY APPRAISE | 3,412.46 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-49-302 | JANUARY POSTAGE CLERK, ELECTION | 459.21 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-49-343 | JANUARY POSTAGE CLERK, ELECTION | 1.55 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-001-5-53-301 | JANUARY POSTAGE NOX WEED | 1.27 | 0.051.00 |
| 2 | WATER DEPT | WAMED DEDM | 330040 | 107200 35 | 02/26/2024 | 4 001 F 20 202 | *** VENDOR 575 TOTAL | 15.60 | 9,051.99 |
| 2 | WAIER DEPI | WATER DEPT | 339842 | 10/309 AP | 02/20/2024 | 4-001-5-32-392 | WATER SVC 514 S 2ND | 15.60 | 121 202 41 |
| | | | | | | | TOTAL FUND 001 | | 131,393.41 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-104-5-00-212 | CO ATTY:TT:KBA, DCF SUPPLY | 56.86 | |
| | | | | | | | TOTAL FUND 104 | | 56.86 |
| | COMMEDGE DANK COMMED | COMMEDCIA DANK COMMEDCIAL CADDO | | | | | AMICH ETDOMNING COMM CORD | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-106-5-00-300 | | 100.56 | 100.56 |
| | | | | | | | TOTAL FUND 106 | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-202 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 725.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-211 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 590.82 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-213 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 70.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-219 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 111.18 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-108-5-00-219 | AT&T MOBILITY - HEALTH DEPT | 165.24 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-280 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 1,286.78 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-301 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 496.24 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-384 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 4,338.89 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-601 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 145.74 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-108-5-00-601 | MIDWEST MOBILE RADIO MONTHLY | 75.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-604 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 40.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-606 | WIC:JH | 650.85 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-606 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 694.21 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-108-5-00-610 | HELAHT DEPT: ELC, PP, TP, CONTR, TV | 2,013.48 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 11,403.43 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-108-5-00-213 | MARCH CAMERAS (AND PARTIALS) | 39.90 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-108-5-00-302 | JANUARY POSTAGE HEALTH DEPT/WI | 232.97 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-108-5-00-606 | JANUARY POSTAGE HEALTH DEPT/WI | 112.14 | |
| | | | | | | | *** VENDOR 575 TOTAL | | 345.11 |
| | | | | | | | TOTAL FUND 108 | | 11,788.44 |
| 04545 | CDIA COVERNI | CDW COVERNMENTS TYC | 220070 | 107216 35 | 00/00/0004 | 4 11F F 00 400 | 2772100 TO HARDWARD (COURTED DE | 0 467 63 | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 339870 | 107316 AP | 02/29/2024 | 4-115-5-00-409 | 3773122 IS HARDWARE/SOFTWARE | 8,467.63 | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 339870 | 107316 AP | 02/29/2024 | 4-115-5-00-409 | 3773122 IS HARDWARE/SOFTWARE | 609.98 | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 339870 | 107316 AP | 02/29/2024 | 4-115-5-00-409 | 3773122 IS HARDWARE/SOFTWARE | 3,354.89 | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 339870 | 107316 AP | 02/29/2024 | 4-115-5-00-409 | 3773122 IS HARDWARE/SOFTWARE | 861.13 | |
| 24545 | CDW GOVERN | CDW GOVERNMENT INC | 339870 | 107316 AP | 02/29/2024 | 4-115-5-00-409 | 3773122 IS HARDWARE/SOFTWARE *** VENDOR 24545 TOTAL | 1,051.73 | 14,345.36 |
| 113 | SUMNERONE INC | SUMNERONE INC | 339915 | 107361 AP | 02/29/2024 | 4-115-5-00-409 | 50COL2 COPIER / GIS KC12629 SN | 4,079.52 | _ = , 5 15 . 5 0 |
| 113 | | 20.2.11.01.12 | 557715 | 10/301 AF | J2/2//2021 | 1 113 3 00 107 | JUCOUZ COFIER / GIS RC12027 SN | 1,0,0.02 | 10 404 00 |

TOTAL FUND 115

18,424.88

TYPES OF CHECKS SELECTED: * ALL TYPES

648 COMMERCE BANK-COMMER COMMERCE BANK-COMMERCIAL CARDS 339844

| | | | P.O.NUMBER | CHECK# | | | | | |
|------------|---|---|------------------|-----------|--------------------------|----------------------------------|--|-----------------|----------|
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-117-5-00-301 | AMAZON - 2ND LIVESTREAM CAM FO TOTAL FUND 117 | 49.99 | 49.99 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-118-5-00-301 | CTS/TREAS TECH:CG OFFICE SUPPL TOTAL FUND 118 | 169.96 | 169.96 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-123-5-00-301 | JCP:KH - COMMODITIES | 765.66 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-123-5-00-301 | COMM CORR RB:CLIENT INCENTIVE, | 11.40 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 777.06 |
| | | | | | | | TOTAL FUND 123 | | 777.06 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-126-5-00-210 | AT&T FIRSTNET - COMM CORR | 251.40 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-126-5-00-225 | IRON MTN SHREDDING HYYT551-552 | 17.87 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-126-5-00-225 | IRON MOUNTAIN SHREDDING JDJK18 | 38.55 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-126-5-00-226 | COMM CORR SH:CLIENT SERVICES | 189.29 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 497.11 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-126-5-00-221 | MARCH CAMERAS (AND PARTIALS) | 20.00 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-126-5-00-321 | JANUARY POSTAGE ADT COMM CORR | 13.53 | |
| | | | | | | | TOTAL FUND 126 | | 530.64 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-127-5-00-3 | COMM CORR NG:MI:COMMODITIES | 37.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-127-5-00-3 | COMM CORR JV: ZOOM, BACKGROUND | 149.90 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-127-5-00-3 | COMM CORR RB:CLIENT INCENTIVE, | 112.64 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 299.54 |
| | | | | | | | TOTAL FUND 127 | | 299.54 |
| 2509 | CENTRAL SALT, LLC | CENTRAL SALT, LLC | 339871 | 107317 AP | 02/29/2024 | 4-133-5-00-306 | 2-60 C00404 BULLK DEICING SALT | 6,258.15 | |
| 2509 | CENTRAL SALT, LLC | CENTRAL SALT, LLC | 339871 | 107317 AP | 02/29/2024 | 4-133-5-00-306 | 2-60 C00404 BULLK DEICING SALT | 1,557.78 | |
| | | | | | | | *** VENDOR 2509 TOTAL | | 7,815.93 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-201 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 467.16 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-207 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 512.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-207 | 2-41 JW:AA:PARTS, SHOP/WELCING | 522.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-133-5-00-207 | MIDWEST MOBILE RADIO MONTHLY | 395.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-133-5-00-210 | 2-10 AT&T MOBILITY WIRESLESS C | 459.69 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-214 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 292.71 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | | 4-133-5-00-229 | FLEETHOSTER - REPL CAMS EMS,XF | 250.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-133-5-00-251 | 2-36 FREESTATE ELEC SVC TONGIE | 68.17 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-301 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 99.04 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-301 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 33.02 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-301 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 35.32 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-310 | 2-41 JW:AA:PARTS, SHOP/WELCING | 455.78 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-310 | 2-41 JW:AA:PARTS, SHOP/WELCING | 256.52 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 98 | 02/26/2024 | 4-133-5-00-311 | 2-41 JW:AA:PARTS, SHOP/WELCING 2-41 JW:AA:PARTS, SHOP/WELCING | 292.74 | |
| 648 648 | COMMERCE BANK-COMMER COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS COMMERCE BANK-COMMERCIAL CARDS | 339844 339844 | 98 98 | 02/26/2024 02/26/2024 | 4-133-5-00-311 4-133-5-00-312 | 2-41 JW.AA.PARIS, SHOP/WELCING 2-40 VG:ZE,TE,JP SIGN MAT,PART | 50.18 491.68 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-312 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 28.96 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-312 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 31.97 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-312 | 2-41 JW:AA:PARTS, SHOP/WELCING | 245.35 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-312 | 2-41 JW:AA:PARTS, SHOP/WELCING | 421.05 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-360 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 27.78 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | | 4-133-5-00-360 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 801.40 | |
| | | | | | | | | | |

02/26/2024 4-133-5-00-360 2-41 JW:AA:PARTS, SHOP/WELCING

7,159.13

TYPES OF CHECKS SELECTED: * ALL TYPES

418 PREMIER TRUCK

PENSKE COMMERCIAL VEHICLES US 339905

| | | | P.O.NUMBER | CHECK# | | | | | |
|-------|----------------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|-----------|-----------|
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-360 | 2-41 JW:AA:PARTS, SHOP/WELCING | 12,251.06 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-363 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 270.86 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-363 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 4,677.66 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-364 | 2-39 BN,PW,JS:LODGING/TRNG, SI | 148.69 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-364 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 2,935.39 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-365 | 2-40 VG:ZE,TE,JP SIGN MAT,PART | 214.63 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-133-5-00-365 | 2-41 JW:AA:PARTS, SHOP/WELCING | 77.36 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 33,972.30 |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/26/2024 | 4-133-5-00-251 | 2-56 ELEC SVC CO SHOP ET AL | 1,100.85 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/26/2024 | 4-133-5-00-251 | 2-56 ELEC SVC CO SHOP ET AL | 771.54 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/26/2024 | 4-133-5-00-251 | 2-56 ELEC SVC CO SHOP ET AL | 25.44 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339845 | 99 | 02/26/2024 | 4-133-5-00-251 | 2-56 ELEC SVC CO SHOP ET AL | 416.86 | |
| | | | | | | | *** VENDOR 8686 TOTAL | | 2,314.69 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-133-5-00-229 | MARCH CAMERAS (AND PARTIALS) | 1,066.50 | |
| 26523 | GARY SERVAES ENTERPR | GARY SERVAES ENTERPRISES | 339880 | 107326 AP | 02/29/2024 | 4-133-5-00-361 | 2-55 SCREENED ROCK | 1,396.80 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 7,223.11 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 4,567.82 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 10,736.67 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 12,162.95 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 7,038.83 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 1,377.89 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-43 WASHED FILTER ROCK | 3,949.56 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-62 300467 ROCK | 6,656.81 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-62 300467 ROCK | 2,714.31 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-133-5-00-361 | 2-62 300467 ROCK | 2,877.52 | |
| | | | | | | | *** VENDOR 434 TOTAL | | 59,305.47 |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-133-5-00-361 | 2-63 218331 ROCK | 1,949.78 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-133-5-00-361 | 2-63 218331 ROCK | 558.96 | |
| | | | | | | | *** VENDOR 369 TOTAL | | 2,508.74 |
| 250 | INLAND TRUCK | INLAND TRUCK PARTS & SERVICE | 339886 | 107332 AP | 02/29/2024 | 4-133-5-00-360 | 2-64 054373 UJOINT KITS, SLIP& | 1,359.50 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 237.18 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 940.66 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 2,350.12 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 662.76 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 195.96 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 506.70 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 47.54 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 350.26 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 724.60 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 56.57 | |
| 232 | MHC KENWORTH | MHC KENWORTH-OLATHE | 339893 | 107339 AP | 02/29/2024 | 4-133-5-00-360 | 2-66 95988 FILTERS, BRAKE KITS | 266.88 | |
| | | | | | | | *** VENDOR 232 TOTAL | | 6,339.23 |
| 2666 | MISC REIMBURSEMENTS | DAN KOCH | 339899 | 107345 AP | 02/29/2024 | 4-133-5-00-203 | 2-65 REIMB CDL DL | 45.00 | |
| 2666 | MISC REIMBURSEMENTS | JEFF CARLIN | 339900 | 107346 AP | 02/29/2024 | 4-133-5-00-203 | 2-59 REIMB CDL PERMIT TEST | 13.75 | |
| 2666 | MISC REIMBURSEMENTS | VINCENT GRIER | 339901 | 107347 AP | 02/29/2024 | 4-133-5-00-203 | 2-61 REIMB CDL LICENSE | 26.75 | |
| | | | | | | | *** VENDOR 2666 TOTAL | | 85.50 |
| 781 | NEW FRONTIER | NEW FRONTIER MATERIALS LLC | 339902 | 107348 AP | 02/29/2024 | 4-133-5-00-361 | 2-58 166713 TRAP ROCK | 61,273.36 | |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 339905 | 107351 AP | 02/29/2024 | 4-133-5-00-360 | 2-67 8052255000 ELBWOS, EXHAUS | 90.76 | |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 339905 | 107351 AP | 02/29/2024 | 4-133-5-00-360 | 2-67 8052255000 ELBWOS, EXHAUS | 602.30 | |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 339905 | 107351 AP | 02/29/2024 | 4-133-5-00-360 | 2-67 8052255000 ELBWOS, EXHAUS | 748.12- | |
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 339905 | 107351 AP | 02/29/2024 | 4-133-5-00-360 | 2-67 8052255000 ELBWOS, EXHAUS | 18.14 | |
| /110 | איינותיים מיתדאים מת | DENCKE COMMEDCIAL VEHICLES HS | 12000E | 107251 70 | 02/20/2024 | 1 122 E 00 260 | O EO ONEOGERNON DIDMOG DVIINIO | 70 14 | |

107351 AP 02/29/2024 4-133-5-00-360 2-67 8052255000 ELBWOS, EXHAUS

18.14

TYPES OF CHECKS SELECTED: * ALL TYPES

434 HAMM QUARR

HAMM QUARRIES

| | | | P.O.NUMBER | CHECK# | | | | | |
|--------|----------------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|-----------|------------|
| 418 | PREMIER TRUCK | PENSKE COMMERCIAL VEHICLES US | 339905 | 107351 AP | 02/29/2024 | 4-133-5-00-360 | 2-67 8052255000 ELBWOS, EXHAUS | 972.87 | |
| 00.500 | | | | 405056 | 00/00/000 | | *** VENDOR 418 TOTAL | | 954.09 |
| 22622 | SEILER INS | SEILER INSTRUMENT & MFG | 339910 | 107356 AP | | 4-133-5-00-327 | 2-68 3680 TPP SOFTWARE MAINT T | 595.00 | |
| 113 | SUMNERONE INC | SUMNERONE INC | 339915 | 107361 AP | | 4-133-5-00-301 | 2-70 50LWC PUB WORKS COPIES (L | 81.28 | |
| 113 | SUMNERONE INC | SUMNERONE INC | 339915 | 107361 AP | 02/29/2024 | 4-133-5-00-301 | 2-70 50LWC PUB WORKS COPIES (L | 5.67- | |
| | | | | | | | *** VENDOR 113 TOTAL | | 75.61 |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | | 107364 AP | | 4-133-5-00-301 | 2-52 JANUARY POSTAGE PUBLIC WR | 83.93 | |
| 1241 | VANCE BROS | VANCE BROS INC | 339919 | 107365 AP | 02/29/2024 | 4-133-5-00-362 | 2-69 437 SURFACE MIX | 2,160.00 | |
| 2367 | 911 CUSTOM LLC | 911 CUSTOM LLC | 339922 | 107368 AP | 02/29/2024 | 4-133-5-00-360 | 2-57 AMBER LED LIGHTS | 582.33 | |
| | | | | | | | TOTAL FUND 133 | | 181,888.98 |
| 43 | LAMAR TEXAS | LAMAR TEXAS LIMITED PARTNERSHI | 339843 | 97 | 02/26/2024 | 4-135-5-00-200 | KFA GRANT:BILLBOARD FOR DRUG A | 7,095.00 | |
| | | | | | | | TOTAL FUND 135 | | 7,095.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | | 4-136-5-00-203 | IRON MTN SHREDDING HYYT551-552 | 5.96 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-203 | IRON MOUNTAIN SHREDDING JDJK18 | 12.84 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-206 | AT&T FIRSTNET - COMM CORR | 50.28 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-136-5-00-207 | COMM CORR SH:CLIENT SERVICES | 25.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-136-5-00-207 | COMM CORR RB:CLIENT INCENTIVE, | 59.90 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-223 | IRON MTN SHREDDING HYYT551-552 | 5.96 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-223 | IRON MOUNTAIN SHREDDING JDJK18 | 12.84 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-226 | AT&T FIRSTNET - COMM CORR | 50.28 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-243 | IRON MTN SHREDDING HYYT551-552 | 5.95 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-243 | IRON MOUNTAIN SHREDDING JDJK18 | 12.86 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-136-5-00-246 | AT&T FIRSTNET - COMM CORR | 100.56 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-136-5-00-3 | COMM CORR JV: ZOOM, BACKGROUND | 123.00 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 465.43 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-136-5-00-221 | MARCH CAMERAS (AND PARTIALS) | 40.00 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-136-5-00-301 | JANUARY POSTAGE JUV COMM CORR | 3.02 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-136-5-00-321 | JANUARY POSTAGE JUV COMM CORR | 3.01 | |
| | | | | | | | *** VENDOR 575 TOTAL | | 6.03 |
| | | | | | | | TOTAL FUND 136 | | 511.46 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-137-5-00-320 | 2-10 JW:FILTERS FOR MOWERS | 832.08 | |
| 446 | EQUIPMENT SHARE | EQUIPMENT SHARE INC | 339877 | 107323 AP | 02/29/2024 | 4-137-5-00-320 | 2-18 48309 CASE - HANDLE | 50.06 | |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-137-5-00-403 | MARCH CAMERAS (AND PARTIALS) | 300.00 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-13 300467 ROCK | 3,161.91 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-13 300467 ROCK | 2,589.67 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-13 300467 ROCK | 17,768.40 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-13 300467 ROCK | 11,732.48 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-13 300467 ROCK | 6,811.73 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 11,380.32 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 22,255.76 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 19,840.37 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 11,559.82 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 957.19 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 2,029.38 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 2,055.21 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 2,125.63 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 3,291.24 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-12 300467 SCREENED ROCK, BED | 17,099.81 | |
| | | | | 405000 | 00/00/0004 | 4 405 5 00 040 | 0 40 000465 | | |

107329 AP 02/29/2024 4-137-5-00-312

2-19 300467 ROCK, BEDDING

15,600.18

TYPES OF CHECKS SELECTED: * ALL TYPES

648 COMMERCE BANK-COMMER COMMERCE BANK-COMMERCIAL CARDS 339844

| | | - | | | | | | | |
|-----|----------------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|-----------|------------|
| | | | P.O.NUMBER | CHECK# | | | | | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-19 300467 ROCK, BEDDING | 13,401.53 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-19 300467 ROCK, BEDDING | 13,921.93 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-19 300467 ROCK, BEDDING | 882.76 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-19 300467 ROCK, BEDDING | 545.97 | |
| 434 | HAMM QUARR | HAMM QUARRIES | 339883 | 107329 AP | 02/29/2024 | 4-137-5-00-312 | 2-19 300467 ROCK, BEDDING | 4,807.18 | |
| | | | | | | | *** VENDOR 434 TOTAL | | 183,818.47 |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 1,112.38 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 2,015.16 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 1,122.87 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 268.39 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 2,534.05 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 1,134.58 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 1,361.66 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-21 218331 ROCK | 2,393.46 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 104.55 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 1,427.82 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 495.74 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 809.05 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 2,540.00 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 481.07 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 1,736.88 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 1,971.36 | |
| 369 | HOLLIDAY | HOLLIDAY SAND & GRAVEL CO | 339885 | 107331 AP | 02/29/2024 | 4-137-5-00-312 | 2-20 218331 ROCK | 473.47 | |
| | | | | | | | *** VENDOR 369 TOTAL | | 21,982.49 |
| | | | | | | | TOTAL FUND 137 | | 206,983.10 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-138-5-00-226 | AT&T FIRSTNET - COMM CORR | 101.55 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-138-5-00-227 | COMM CORR RB:CLIENT INCENTIVE, | 37.56 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 139.11 |
| | | | | | | | TOTAL FUND 138 | | 139.11 |
| 559 | COBURNCO LLC | CLAY E COBURN III | 339872 | 107318 AP | 02/29/2024 | 4-145-5-00-213 | COA VEHICLE FLEET WASHES | 44.37 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-203 | COA:CH:LICENSE, PHYSICAL, CONS | 30.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-145-5-00-208 | IRON MTN SHREDDING HYYT551-552 | 66.75 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-145-5-00-208 | IRON MTN SHREDDING JBZM661,662 | 66.75 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-145-5-00-208 | IRON MOUNTAIN SHREDDING JDJK18 | 66.75 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-210 | COA:SR:BACKGROUND CHECKS | 80.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-210 | COA:CH:LICENSE, PHYSICAL, CONS | 20.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-213 | COA:DT: VEH MAINT | 95.94 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-252 | COA:TH:MTGS, LEISURE & LEARNIN | 45.46 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-252 | COA:RK:PET SUPPLIES,MTG EXP,LE | 18.13 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-301 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 28.99 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-302 | COA:DD:PET SUPPLIES/VET VISITS | 136.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-305 | COA:DD:PET SUPPLIES/VET VISITS | 54.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-345 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 135.86 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-750 | COA:TH:MTGS, LEISURE & LEARNIN | 225.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-750 | COA:RK:PET SUPPLIES,MTG EXP,LE | 303.03 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-00-750 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 761.52 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-05-202 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 15.44 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-05-301 | COA:CH:LICENSE, PHYSICAL, CONS | 1,200.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-06-301 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 11.93 | |
| | | | 000011 | | | 4 445 5 06 004 | | | |

02/26/2024 4-145-5-06-321 COA:C1&C2,OFC SUPPLY,CONSUMABL

26.83

TYPES OF CHECKS SELECTED: * ALL TYPES

19474 KANSAS COUNTRY STORE KANSAS COUNTRY STORE

| | | | P.O.NUMBER | CHECK# | | | | | |
|-------|-------------------------------|---------------------------------|------------|------------|------------|----------------|---------------------------------|----------|-----------|
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-07-202 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 2.21 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-145-5-07-321 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 11.93 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 3,402.52 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-145-5-00-230 | MARCH CAMERAS (AND PARTIALS) | 499.00 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-301 | COA OFFICE SUPPLIES | 84.18 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-301 | COA OFFICE SUPPLIES | 42.80 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-301 | COA OFFICE SUPPLIES | 7.01 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-301 | COA OFFICE SUPPLIES | 91.32 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-345 | CO ON AGING - C1/C2 PACKAGING/ | 57.84 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-00-345 | CO ON AGING - C1/C2 PACKAGING/ | 151.76 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-05-301 | CO ON AGING - C1/C2 PACKAGING/ | 23.81 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-06-301 | CO ON AGING - C1/C2 PACKAGING/ | 18.40 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-06-321 | CO ON AGING - C1/C2 PACKAGING/ | 41.39 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-07-302 | CO ON AGING - C1/C2 PACKAGING/ | 3.40 | |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-145-5-07-321 | CO ON AGING - C1/C2 PACKAGING/ | 18.40 | |
| | | | | | | | *** VENDOR 4755 TOTAL | | 540.31 |
| 2059 | MIDWEST OFFICE TECH | MIDWEST OFFICE TECHNOLOGY INC | 339894 | 107340 AP | 02/29/2024 | 4-145-5-00-208 | OPK596_K CO ON AGING COLOR COP | 494.61 | |
| 2666 | MISC REIMBURSEMENTS | RANDY DAY | 339895 | 107341 AP | 02/29/2024 | 4-145-5-00-205 | REIM MILEAGE STAFF MEETING | 16.08 | |
| 2666 | MISC REIMBURSEMENTS | ROSE DAY | 339896 | 107342 AP | 02/29/2024 | 4-145-5-00-205 | REIM MILEAGE - STAFF MEETING | 16.08 | |
| 2666 | MISC REIMBURSEMENTS | RUBY BARCLAY | 339897 | 107343 AP | 02/29/2024 | 4-145-5-00-205 | REIM MILEAGE STAFF MEETING | 29.48 | |
| | | NODI ZINGZII | 33232 | 20,011 | 02,23,252 | 1 110 0 11 111 | *** VENDOR 2666 TOTAL | | 61.64 |
| 345 | OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-00-345 | CO ON AGING CUPS & FILM | 1,143.82 | |
| 345 | OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2021 | 4-145-5-00-345 | CO ON AGING CUPS & FILM | 3,001.57 | |
| 345 | OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-05-301 | CO ON AGING CUPS & FILM | 470.98 | |
| 345 | OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-06-301 | CO ON AGING CUPS & FILM | 363.83 | |
| 345 | OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-06-321 | CO ON AGING CUPS & FILM | 818.61 | |
| 345 | OLIVER PACKING OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-07-302 | CO ON AGING CUPS & FILM | 67.28 | |
| 345 | OLIVER PACKING OLIVER PACKING | OLIVER PACKING & EQUIPMENT CO | 339903 | 107349 AP | 02/29/2024 | 4-145-5-07-302 | CO ON AGING CUPS & FILM | 363.83 | |
| J 1 J | OUIARK LUCKING | OLIVER FACRING & EQUIPMENT CO | 339903 | TO 1345 PT | UZ/Z3/ZUZI | 4-140-0-07 551 | *** VENDOR 345 TOTAL | 303.03 | 6,229.92 |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-145-5-00-302 | JANUARY POSTAGE CO ON AGING | 271.24 | 0,22 |
| | 00 1001111 01111- | 00 1001111 02111202 (2011-1-1-1 | 337713 | 10,001 | 02/22/22== | 1 110 0 00 111 | TOTAL FUND 145 | 4, 4 | 11,543.61 |
| | | | | | | | | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-146-5-00-218 | IRON MOUNTAIN COURTHOUSE SHRED | 77.09 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-146-5-00-218 | IRON MTN SHREDDING JBZM661,662 | 126.71 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-146-5-00-301 | CTS:AH:OFFICE SUPPLIES ANNEX | 486.99 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-146-5-00-301 | CTS:TT:OFFICE SUPPLIES | 633.12 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-146-5-00-301 | CTS/TREAS TECH:CG OFFICE SUPPL | 118.79 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 1,442.70 |
| 4755 | LEAV PAPER | LEAVENWORTH PAPER AND OFFICE S | 339890 | 107336 AP | 02/29/2024 | 4-146-5-00-301 | CO TREASURER SPEC: NAME BADGE | 9.50 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-146-5-00-302 | JANUARY POSTAGE CO TREAS SPECI | 883.86 | |
| | | | | | | | TOTAL FUND 146 | | 2,336.06 |
| | | | | | | | | | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-2 | COA MEMORIAL: VET BILLS, PET SU | 400.69 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-2 | COA:C1&C2,OFC SUPPLY,CONSUMABL | 542.42 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-2 | COA:DD:PET SUPPLIES/VET VISITS | 362.33 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-3 | COA MEMORIAL:PETSUPPLIES | 51.55 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-3 | COA MEMORIAL: VET BILLS, PET SU | 35.96 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-3 | COA:RK:PET SUPPLIES,MTG EXP,LE | 436.26 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-3 | COA:CH:LICENSE, PHYSICAL, CONS | 102.69 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-147-5-00-3 | COA:DD:PET SUPPLIES/VET VISITS | 98.07 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 2,029.97 |
| 10474 | KANCAC COINTEDA CEODE | KANCAC COINTENA CHODE | 220000 | 107224 70 | 02/20/2024 | 4 147 E 00 2 | CO ON ACTNO DET CUDDITEC | E22 02 | , |

107334 AP 02/29/2024 4-147-5-00-3

CO ON AGING: PET SUPPLIES

532.93

TYPES OF CHECKS SELECTED: * ALL TYPES

| | | | P.O.NUMBER | CHECK# | | | | | |
|-------|----------------------|--------------------------------|------------|-----------|------------|----------------|---------------------------------|-----------|---------------|
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 767.70 | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 341.70 | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 36.95 | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 281.00 | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 227.80 | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 31.99- | |
| 19474 | KANSAS COUNTRY STORE | KANSAS COUNTRY STORE | 339888 | 107334 AP | 02/29/2024 | 4-147-5-00-3 | CO ON AGING: PET SUPPLIES | 431.22- | |
| | | | | | | | *** VENDOR 19474 TOTAL | | 1,724.87 |
| | | | | | | | TOTAL FUND 147 | | 3,754.84 |
| 808 | TRI-STATE | TRI-STATES LEASING & AUTO | 339916 | | | 4-153-5-00-3 | | | |
| | | | | | | | TOTAL FUND 153 | | 6,450.00 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-160-5-00-201 | SOLID WASTE:TS:HHW,OFC SUPPLY, | 35.05 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | | | SOLID WASTE:TS:HHW,OFC SUPPLY, | 63.50 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | | 4-160-5-00-204 | HAMM INC - JANUARY LANDFILL CH | • | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | | 4-160-5-00-213 | SOLID WASTE: JA: MAINT | 568.57 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-160-5-00-215 | FLEETHOSTER - REPL CAMS EMS,XF | 250.00 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-160-5-00-301 | SOLID WASTE:TS:HHW,OFC SUPPLY, | 194.07 | |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-160-5-00-303 | SOLID WASTE:TS:HHW,OFC SUPPLY, | 339.96 | |
| | | | | | | | *** VENDOR 648 TOTAL | | 76,672.05 |
| 446 | EQUIPMENT SHARE | EQUIPMENT SHARE INC | 339877 | 107323 AP | 02/29/2024 | 4-160-5-00-213 | 62824 - CAB GLASS UNIT 622 (06 | 815.81 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2024 | 4-160-5-00-210 | ELEC SVC TRANSFER STATION | 594.28 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2024 | 4-160-5-00-210 | ELEC SVC TRANSFER STATION | 94.86 | |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2024 | 4-160-5-00-210 | ELEC SVC TRANSFER STATION | 557.37 | |
| | | | | | | | *** VENDOR 8686 TOTAL | | 1,246.51 |
| 605 | FLEET HOSTER | FLEET HOSTER LLC | 339879 | 107325 AP | 02/29/2024 | 4-160-5-00-215 | MARCH CAMERAS (AND PARTIALS) | 99.85 | |
| 6917 | RWD 1 | RURAL WATER DIST #1 | 339909 | 107355 AP | 02/29/2024 | 4-160-5-00-210 | WATER METER - SOLID WASTE TRAN | 31.35 | |
| 575 | US POSTAL SERVICE | US POSTAL SERVICE (QUADIENT-PO | 339918 | 107364 AP | 02/29/2024 | 4-160-5-00-201 | JANUARY POSTAGE - SOLID WASTE | 46.57 | |
| 643 | VEOLIA ENVIRONMENTAL | VEOLIA ENVIRONMENTAL SERVICES | 339920 | 107366 AP | 02/29/2024 | 4-160-5-00-208 | 952 HHW DISPOSAL | 1,844.83 | |
| 6885 | WH SCALE C | WH SCALE CO | 339921 | 107367 AP | 02/29/2024 | 4-160-5-00-213 | LE2858 T-STRIP FOR PIT SCALES | 1,285.00 | |
| | | | | | | | TOTAL FUND 160 | | 82,041.97 |
| 672 | SMH CONSULTANTS | SMH CONSULTANTS PA | 339927 | 1737 AP | 02/29/2024 | 4-171-5-01-201 | 2-2 HRRR TONG 187-189 PLANS, S | 36,225.69 | |
| | | | | | | | TOTAL FUND 171 | | 36,225.69 |
| 537 | LEAV TIMES | CHERRYROAD MEDIA INC | 339929 | 10244 AP | 02/29/2024 | 4-172-5-00-301 | ARPA225 30313 BID NOTICE BRIDG | 16.58 | |
| | | | | | | | TOTAL FUND 172 | | 16.58 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339923 | 101 | 02/29/2024 | 4-174-5-00-210 | FREESTATE ELEC SVC EISENHOWER | 834.74 | |
| | | | | | | | TOTAL FUND 174 | | 834.74 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-191-5-00-2 | LVSO:AD:POLICE EQUIP, DRUG BOX, | 1,177.97 | |
| | | | | | | | TOTAL FUND 191 | | 1,177.97 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-194-5-00-3 | LVSO:BM:JAIL,OFC/JAN SUPPLY,TE | 18.99 | |
| | | | | | | | TOTAL FUND 194 | | 18.99 |
| 8686 | EVERGY SIRENS | EVERGY KANSAS CENTRAL INC | 339924 | 102 | 02/29/2024 | 4-195-5-00-290 | ELEC SVC COMMUNITY CORRECTIONS | 413.21 | |
| 66366 | KANSAS GAS ACH | KANSAS GAS SERVICE | 339846 | 100 | 02/26/2024 | 4-195-5-00-290 | 510614745 1628631 73 GAS SERVI | 217.05 | |
| 2 | WATER DEPT | WATER DEPT | 339842 | 107309 AP | 02/26/2024 | 4-195-5-00-290 | WATER SVC 520 S 3RD ST | 50.03 | |
| | | | | | | | MOMAI PINID 105 | | 600.00 |

TOTAL FUND 195

680.29

TYPES OF CHECKS SELECTED: * ALL TYPES

| I | | | P.O.NUMBER | CHECK# | | | | | |
|----------|----------------------|--------------------------------|------------|-----------|------------|----------------|--------------------------------|----------|-----------|
| | | | | | | | | | |
| 1867 | REDWOOD TOXICOLOGY | REDWOOD TOXICOLOGY LABORATORY | 339908 | 107354 AP | | 4-196-5-00-201 | 112368 CONFIRMATION TESTS | 60.52 | |
| 1867 | REDWOOD TOXICOLOGY | REDWOOD TOXICOLOGY LABORATORY | 339908 | 107354 AP | 02/29/2024 | 4-196-5-00-201 | 112368 UA TEST PANES & SUPPLIE | 1,271.94 | |
| 1 | | | | | | | *** VENDOR 1867 TOTAL | | 1,332.46 |
| | | | | | | | TOTAL FUND 196 | | 1,332.46 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-210-5-00-2 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 3,788.00 | |
| 18885 | HAYNES EQU | HAYNES EQUIPMENT CO | 339884 | 107330 AP | 02/29/2024 | 4-210-5-00-2 | SEWER DIST 1:SVC CALLS DANA LA | 1,720.76 | |
| 18885 | HAYNES EQU | HAYNES EQUIPMENT CO | 339884 | 107330 AP | 02/29/2024 | 4-210-5-00-2 | SEWER DIST 1:SVC CALLS DANA LA | 1,566.38 | |
| 1 | | | | | | | *** VENDOR 18885 TOTAL | | 3,287.14 |
| I | | | | | | | TOTAL FUND 210 | | 7,075.14 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-212-5-00-3 | BG:SD1,2,CTHSE,JC,CU,HD,EMS,SH | 41.44 | |
| I | | | | | | | TOTAL FUND 212 | | 41.44 |
| 648 | COMMERCE BANK-COMMER | COMMERCE BANK-COMMERCIAL CARDS | 339844 | 98 | 02/26/2024 | 4-218-5-00-2 | BG:ZF:CUSHING MAINT,SD#5 TOOLS | 20.94 | |
| 18963 | SMITH & LO | SMITH & LOVELESS INC | 339912 | 107358 AP | 02/29/2024 | 4-218-5-00-2 | 10*10831 RELAY (X2) | 349.86 | |
| 18963 | SMITH & LO | SMITH & LOVELESS INC | 339912 | 107358 AP | 02/29/2024 | 4-218-5-00-2 | 10*10831 RELAY (3) | 103.62 | |
| 1 | | | | | | | *** VENDOR 18963 TOTAL | | 453.48 |
| I | | | | | | | TOTAL FUND 218 | | 474.42 |
| 806 | DELASHMUTT, DOUG | DOUG DELASHMUTT | 339874 | 107320 AP | 02/29/2024 | 4-220-5-14-301 | 2-11 CULVERT HP29- TRACT 2 | 483.92 | |
| 805 | SOETAERT, ROBERT | ROBERT SOETAERT | 339913 | 107359 AP | 02/29/2024 | 4-220-5-14-301 | 2-10 CULVERT R24 TRACT 1 | 2,280.80 | |
| 805 | SOETAERT, ROBERT | ROBERT SOETAERT | 339913 | 107359 AP | 02/29/2024 | 4-220-5-14-301 | 2-10 CULVERT R24 TRACT 1 | 1,495.32 | |
| 805 | SOETAERT, ROBERT | ROBERT SOETAERT | 339913 | 107359 AP | 02/29/2024 | 4-220-5-14-301 | 2-10 CULVERT R24 TRACT 1 | 4,539.00 | |
| 1 | | | | | | | *** VENDOR 805 TOTAL | | 8,315.12 |
| 809 | STITZER, STEVEN | STEVEN J & LAURIE E STITZER | 339914 | 107360 AP | 02/29/2024 | 4-220-5-14-301 | 2-12 E-UM4 CULVERT REPL | 1,656.00 | |
| I | | | | | | | TOTAL FUND 220 | | 10,455.04 |
| 760 | AETNA VOL | AETNA LIFE INSURANCE CONPANY | 339864 | 107310 AP | 02/29/2024 | 4-510-2-00-958 | A5905-0001 FEB PREMIUMS CI,ACC | 2,340.20 | |
| 760 | AETNA VOL | AETNA LIFE INSURANCE CONPANY | 339864 | 107310 AP | 02/29/2024 | 4-510-2-00-958 | A5905-0001 FEB PREMIUMS CI,ACC | 3,121.61 | |
| 760 | AETNA VOL | AETNA LIFE INSURANCE CONPANY | 339864 | 107310 AP | 02/29/2024 | 4-510-2-00-958 | A5905-0001 FEB PREMIUMS CI,ACC | 1,883.34 | |
| İ | | | | | | | *** VENDOR 760 TOTAL | | 7,345.15 |
| 268 | LIFELOCK | GEN DIGITAL, INC. | 339891 | 107337 AP | 02/29/2024 | 4-510-2-00-941 | 1247233 LIFELOCK PREMIUMS FEB | 2,172.63 | |
| 353 | UNITED WAY | UNITED WAY OF LEAVENWORTH COUN | 339917 | 107363 AP | 02/29/2024 | 4-510-2-00-905 | EMPLOYEE PAYCHECK CONTRIBUTION | 29.00 | |
| 353 | UNITED WAY | UNITED WAY OF LEAVENWORTH COUN | 339917 | 107363 AP | 02/29/2024 | 4-510-2-00-905 | EMPLOYEE PAYCHECK CONTRIBUTION | 29.00 | |
| İ | | | | | | | *** VENDOR 353 TOTAL | | 58.00 |
| i | | | | | | | TOTAL FUND 510 | | 9,575.78 |

TOTAL ALL CHECKS

734,244.01

FMWARRPTR2 LEAVENWORTH COUNTY 2/29/24 16:46:13
DCOX WARRANT REGISTER - BY FUND / VENDOR Page 13

START DATE: 02/24/2024 END DATE: 02/29/2024

TYPES OF CHECKS SELECTED: * ALL TYPES

| TUND | SUMMARY |
|------|---------|
| | |

| GENERAL | 131,393.41 |
|-----------------------------------|------------|
| DRUG PROSECUTOR'S FUND | 56.86 |
| OPIOID SETTLEMENT | 100.56 |
| COUNTY HEALTH | 11,788.44 |
| EQUIPMENT RESERVE | 18,424.88 |
| CO CLERK TECHNOLOGY | 49.99 |
| TREASURER TECH FUND | 169.96 |
| JUVENILE CRIME PREVENTION | 777.06 |
| COMM CORR ADULT | 530.64 |
| COMM CORR ADULT NON GRANT | 299.54 |
| ROAD & BRIDGE | 181,888.98 |
| COMM CORR OPIOID | 7,095.00 |
| COMM CORR JUVENILE | 511.46 |
| LOCAL SERVICE ROAD & BRIDGE | 206,983.10 |
| JUV INTAKE & ASSESSMENT | 139.11 |
| COUNCIL ON AGING | 11,543.61 |
| COUNTY TREASURER SPECIAL | 2,336.06 |
| MEMORIALS (COA) | 3,754.84 |
| PUBLIC WORKS, EQUIP. RESERVE FUND | 6,450.00 |
| SOLID WASTE MANAGEMENT | 82,041.97 |
| S TAX CAP RD PROJ: BONDS | 36,225.69 |
| AMERICAN RECOVERY PLAN | 16.58 |
| 911 | 834.74 |
| SHERIFF DRUG FORFEITURES | 1,177.97 |
| VIOLENT OFFENDERS | 18.99 |
| JUVENILE DETENTION | 680.29 |
| DRUG TEST & SUPERVISION FEES | 1,332.46 |
| SEWER DISTRICT 1: HIGH CREST | 7,075.14 |
| SEWER DISTRICT 2: TIMBERLAKES | 41.44 |
| SEWER DIST #5 | 474.42 |
| CAP IMPR: RD & BRIDGE | 10,455.04 |
| PAYROLL CLEARING | 9,575.78 |
| | |
| TOTAL ALL FUNDS | 734,244.01 |

Consent Agenda 3/6/24 Cks 2/24-2/29

Leavenworth County Request for Board Action

| Troquest for Board Aution | | | |
|---|--|--|--|
| Date: March 6, 2024 To: Board of County Commissioners From: Connie Harmon, Director | | | |
| Additional Reviews as needed: | | | |
| Budget Review ☐ Administrator Review ☐ Legal Review ☐ | | | |
| Action Requested: Authorize the BOCC Chairman to sign the Affiliation Agreement/Memorandum of Understanding with The University of Saint Mary as presented. | | | |
| Recommendation: Approval | | | |
| Background: Attached is an affiliation agreement between The University of Saint Mary's Social Work program and the Leavenworth County Council on Aging. This agreement would allow Social Work students to complete necessary fieldwork at the Council on Aging, for approximately 8 hours per week for the fall semester. The COA and the University frequently collaborate on activities such as health fairs, falls prevention activities and this presents an additional opportunity for collaboration in a learning environment. | | | |

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: Affiliation Agreement/Memorandum of Understanding

AFFILIATION AGREEMENT FOR UNIVERSITY OF SAINT MARY SOCIAL WORK STUDENT(S) PRACTICUM EXPERIENCE AT

Leavenworth County Council on Aging

I. GENERAL AGREEMENT

The purpose of the fieldwork experience is to provide "hands on" practical experience in a social service or health care agency, institution, or organization. Field experience is an integral part of social work education, and is intended to complement the theoretical framework by allowing the opportunity to apply theory to actual social work situations. It is a regular part of the curriculum, and is viewed as a special kind of learning experience. Field placement provides students an opportunity to acquire an understanding of how social problems impact individuals, families, small groups, organizations, and communities. The placement enables students to learn the policies, regulations, and functions of social service agencies, networks, and community resources. Field placement allows the student to observe the social worker's role in the problem solving process, thus, allowing them to learn beginning social work tasks and functions in preparation for generalist practice in social work.

Students integrate the practical field experience with supplementary learning activities in the Field Experience Seminar, which is designed to facilitate students' reflection in depth. The field seminar provides the opportunity for students to share experiences with other field practicum students in a small group setting, and to have supervision with an MSW in their Director of Field Education. Students have the chance to gain confidence via learning from both successes in working with agencies and through reflecting on their mistakes. Students also complete additional readings and assignments to fully integrate the values, knowledge, and skills of the field experience in the Field Experience Seminar.

The process of the field experience is guided by the *Learning Contract*. Students write a learning contract agreement together with the field instructor and Director of Field Education at the beginning of placement. The learning activities or practice behaviors created are based upon the 2015 CSWE Competencies and Behaviors. The learning contract guides the entire field experience through continual review of the practice behaviors to assure educational goal attainment. At the end of the field experience, the learning contract and the final evaluation of the student both serve as the instruments used by the agency instructor to measure success toward meeting a student's competencies in field experience. The semester ends with successful completion of both agency field placement and field seminar.

The following Principles guide this Agreement:

- 1. The University of Saint Mary (USM) Social Work Department desires its students to engage in practical learning, training, and clinical experiences through internships/practica with agencies;
- 2. The agency agrees to facilitate the education and professional development of students in social work:
- 3. The USM Social Work Department and Agency agree that this collaborative arrangement will enhance the professional development and opportunities for practical learning, training and clinical experiences of developing social work professionals.

II. MUTUAL RESPONSIBILITIES

- A. UNIVERSITY personnel, faculty and students shall not be deemed to be employees or agents of the AGENCY, and nothing herein contained shall be construed as creating a relationship other than that of an independent contractor between the AGENCY and the UNIVERSITY, its employees, faculty and students. UNIVERSITY personnel, faculty and students shall not be entitled to compensation from the AGENCY in connection with any service or actions of benefit to the AGENCY which are a part of or related to the educational program. The AGENCY and its personnel shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program.
- B. UNIVERSITY personnel, faculty and students are not eligible for coverage under the AGENCY Worker's Compensation or Unemployment Compensation insurance programs. UNIVERSITY will provide, if any, Worker's Compensation or Unemployment Compensation coverage as required by State law for students enrolled in the program.

AGENCY personnel, including without limitation its administrative staff, medical, nursing and other health care provider and other health care service-related staff, housekeeping and maintenance staff, all other employees, agents and representatives are not eligible for coverage under the UNIVERSITY's Workers' Compensation or Unemployment Compensation insurance programs. AGENCY will provide any Workers' Compensation or Unemployment Compensation coverage as required by State law for its personnel. It is not anticipated that AGENCY personnel shall be compensated by UNIVERSITY for any service rendered in relation to the education programs subject to the terms of the Agreement and that by this Section, it is not intended to extend Workers' Compensation or Unemployment Compensation coverage beyond the specific requirements and provisions of State statute.

C. The UNIVERSITY shall provide, at its own expense, comprehensive general liability insurance covering bodily injury and property damage liability, with minimum coverage limits of \$1,000,000 per occurrence/\$2,000,000 general total limit, and medical professional liability insurance with minimum coverage limits of \$1,000,000 per claim/\$3,000,000 annual aggregate, covering the UNIVERSITY, its faculty and students participating in the educational programs under this Agreement. The UNIVERSITY shall provide AGENCY with a Certificate of Insurance as evidence of such insurance coverage.

The UNIVERSITY will defend, indemnify and hold harmless the AGENCY, its officers, agents, employees and representatives from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the UNIVERSITY, its faculty or students, as they pertain to services rendered under this Agreement.

AGENCY agrees to notify UNIVERSITY when any faculty member or student has been involved in an incident which has been reported to AGENCY.

D. The AGENCY shall provide, at its own expense, adequate liability insurance coverage for its employees.

The AGENCY will defend, indemnify and hold harmless the UNIVERSITY, its trustees, officers, agents, representatives, employees, faculty and residents from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses and reasonable attorney's fees,

arising from the negligent or wrongful acts or omissions of the AGENCY or its employees as they pertain to services rendered under this Agreement.

- E. Except as otherwise provided on any Schedule attached hereto, the UNIVERSITY will provide qualified teachers to teach all courses prerequisite to participation in the UNIVERSITY's practicum course(s). The faculty members will select and assign learning experiences of students in accordance with agreed-to schedules and work assignments. Faculty members will work with appropriate representatives and personnel of the AGENCY in determining the needs of clients assigned to students.
- F. The UNIVERSITY shall provide the AGENCY with a copy of the learning objectives via the student Learning Contract.
- G. The UNIVERSITY shall comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and assure that it does not and will not discriminate against any person on the basis of race, creed, sex, national origin, age, or disability under any program or activity receiving federal financial assistance as provided by the specific federal financial assistance program.

The AGENCY shall comply with Title VII of the Civil Rights Act of 1991, 42 U.S.C. § 2000e *et seq.*, as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* and the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.* and will not discriminate against any student or Faculty or other faculty or employees or administrative staff of the UNIVERSITY participating in any practicum program under this Agreement on the basis of race, creed, sex, national origin, age or disability or any other basis prohibited by federal, state or local law.

- H. The safety, health and welfare of AGENCY clients shall be of the utmost importance in this Agreement. The UNIVERSITY will provide necessary assurance or evidence of acceptable health levels of the students and faculty while working at the AGENCY consistent with current Council on Social Work Education (CSWE) guidelines.
- I. Students assigned to the educational program who do not abide by the by-laws, rules, regulations, policies and procedures of the AGENCY, or meet the standards of safety, health and ethical behavior prescribed thereby, may be suspended, placed on probation or dismissed from the practicum program. Prior to instituting disciplinary actions, UNIVERSITY shall, in consultation with AGENCY, provide the student notice of the proposed action and an opportunity to be heard. The UNIVERSITY shall be responsible for the proper conduct of students and instructors while at the AGENCY as governed by the rules and regulations of the clinical area. The decision regarding disciplinary action against faculty instructors or students of the UNIVERSITY is committed to the discretion and judgment of the UNIVERSITY.
- J. The UNIVERSITY shall reimburse the AGENCY for the cost of any damage to the equipment solely caused by the inappropriate or negligent use by its students.

III. UNIVERSITY RESPONSIBILITIES

A. The UNIVERSITY shall maintain sole responsibility for the educational programs of students assigned to the AGENCY. The UNIVERSITY shall offer educational programs accredited by appropriate national and state accrediting organizations and shall determine standards of education, hours of instruction, clinical learning experiences, instructional schedules, evaluation of students,

- and other matters pertaining to educational programs offered by the UNIVERSITY. The UNIVERSITY shall maintain all student records relevant to the training programs.
- B. The UNIVERSITY shall not discriminate against any STUDENT applicant for enrollment in its course of study because of race, creed, sex, national origin, age or disability.
- C. The UNIVERSITY shall abide by all applicable federal, state and local laws, rules and regulations and adhere to ethical business practices.
- D. All UNIVERSITY personnel, faculty and students shall abide by the by-laws, rules, regulations, policies and procedures of the AGENCY, and at all times shall maintain the appropriate degree of care and responsibility in connection with the educational programs carried out pursuant to this Agreement when dealing with clients, employees, and medical staff.
- E. All UNIVERSITY personnel, faculty and students who have access to client or research medical records shall maintain strict confidentiality with regard to said records and shall not disclose any information contained therein to any person outside the clinical training program in which they are involved.
- F. The UNIVERSITY maintains the privilege for its faculty to visit the AGENCY facility during normal business hours for purposes connected with the educational program during the educational period.
- G. The UNIVERSITY agrees that the STUDENT shall:
 - 1. Have the responsibility of transportation to and from the AGENCY and on any reasonable special assignment by the AGENCY.
 - 2. Be responsible for own absences due to illness or other cause and AGENCY notification in accordance with AGENCY policy and practice.
 - 3. Complete health forms requested by the AGENCY.
 - 4. Be responsible for following all by-laws, rules, regulations, policies and procedures of the AGENCY.
 - 5. Be responsible for providing the necessary and appropriate professional dress required, if any, but not provided by the AGENCY.
 - 6. Be responsible for reporting on time to the designated individual at the AGENCY'S facility.
 - 7. Be responsible for the STUDENT'S own housing during practicum education assignment.
 - 8. At all times, behave in a professional and ethical manner as defined in the professional code of ethics and/or departmental policies and procedures.
- H. The UNIVERSITY will establish, charge and collect any and all fees, charges costs and expenses to be paid by students for participation in the practicum program(s) and the AGENCY will have no right or responsibility in relation thereto.

I. The UNIVERSITY shall remain responsible for any and all aspects of all of its degree granting programs including without limitation its Social Work Degree and the AGENCY shall have no right or responsibility with respect thereto.

IV. <u>AGENCY RESPONSIBILITIES</u>

- A. The AGENCY shall maintain ultimate responsibility for client care and treatment.
- B. The AGENCY shall cooperate with the UNIVERSITY in the preparation of students in practicum education programs. To the extent UNIVERSITY is able to make offerings available, the AGENCY will provide practicum space, subject to availability, to qualified students from the UNIVERSITY for educational purposes under the guidance and supervision of the field instructors during such periods of time and to such extent as AGENCY shall agree, including coordination with the student to create professional and academic practice opportunities that relate to the learning objectives in the Learning Contract.
- C. The AGENCY shall complete all forms as requested by the UNIVERSITY such as the Learning Contract and Evaluation Tool, and Final Evaluation documents before, during, and potentially after placement.
- D. The AGENCY shall not discriminate against any STUDENT applicant or clinical instructors because of race, creed, sex, national origin, age or disability.
- E. The AGENCY shall provide orientation for the student related to the agency and the student's responsibilities.
- F. The AGENCY shall provide in-service training to the student on an on-going basis.
- G. The AGENCY shall Verify and sign time sheets/logs and other fieldwork forms presented by the student.
- H. The AGENCY shall participate in evaluation meetings with the student and Field Director throughout the field placement, two per semester.
- I. The AGENCY shall notify the Field Director of any problems or questions <u>as soon as they become</u> evident.
- J. The AGENCY shall notify the Field Director in advance if she or he will not be unable to supervise the student for the entire placement and convey all information regarding the field placement process to her or his successor (if a change becomes necessary).
- K. The AGENCY shall be available to the student in emergency situations.
- L. The AGENCY shall designate in writing a Field Instructor to work with the UNIVERSITY'S Director of Field Education. The designated AGENCY Field Instructor shall Review the eight (8) Field Education Training Modules (videos) of the USM Social Work Department of Field Education, and send (email) acknowledgement of having reviewed the trainings to the Director of Field Education. In the case of a Field Instructor not having the required social work degree and 2-year post degree practice experience, the Agency designates a Task Supervisor, and the Task Supervisor agrees to communicate and coordinate with the assigned social work Field Instructor.

AFFILIATION AGREEMENT

| Univer | sity of Saint Mary | Leavenworth County Council on Aging |
|--------------------------|---|---|
| 4100 S | S 4 th Street | 711 Marshall Street, Suite 100 |
| Leave | nworth, KS 66048 | Leavenworth, KS 66048 |
| UNIVI | ERSITY | Agency |
| of the AGEN educat | UNIVERSITY to be provided qual CY, and of mutual interest to the AG | mutual interest and advantage for selected students ity practicum education experiences through the ENCY to participate in the provision of such quality and the following practicum training programs which ENCY for clinical experiences. |
| | Bachelor of Social Work (BSW) [ur | ndergraduate students] |
| | Master of Social Work (MSW) [grad | duate students] |
| The te | rms in this Affiliation Agreement appl | y to all practicum training programs selected above |
| bound statem | by all of its provisions. This Ag | ead this Agreement, understand it, and agree to be reement constitutes the complete and exclusive parties, and supersedes all prior oral and writter atter of this Agreement. |
| IN WIT | NESS WHEREOF, the parties have | executed this Agreement on the date shown below |
| UNIVE | ERSITY OF SAINT MARY | NAME OF FACILITY |
| Ву | | By |
| | Nancy Bramlett Vice President for Finance and Administration | Connie Harmon, Director Leavenworth County Council on Aging |
| Date: _ | | Date: |
| Ву | | |
| Бу | Courtney Howell Director of Field Education BSW Program | Kate Fortunati Director of Field Education MSW Program |
| Date: _ | | Date: |

Leavenworth County Request for Board Action

| Date: 3/6/2 | | | | |
|---|--|--|--|--|
| To: Board of County Commissioners | | | | |
| From: Aaron Yoakam | | | | |
| Department Head Approval: Additional Reviews as needed: | | | | |
| Budget Review Administrator Review Legal Review | | | | |
| Action Requested: Approve service contract with Honeywell for HVAC control systems. Recommendation: Approve | | | | |
| Analysis: Honeywell controllers had been installed in the Justice Center and the Courthouse during construction and remodel. This is the main reason staff recommended the Cushing Building to be on the same service provider for HVAC controls. The contract would extend the current contracts with Honeywell on the Justice Center and Courthouse and add Cushing Building to the service. | | | | |
| Alternatives: Reject the service provider contract. Go out for bid to replace all control systems in the 3 buildings and begin process on removing all proprietary products from Honeywell with a new companies proprietary products. | | | | |
| 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: \$54,134.43 | | | | |
| Additional Attachments: Honeywell Service contract | | | | |



Honeywell Building Technologies

Building Performance Service Agreement

Date February 28th, 2023

Agreement Number

(HONEYWELL)
Honeywell Building Technologies -- Services
6700 W 115th St
Overland Park, KS 66211

(CUSTOMER) Leavenworth County 300 Walnut St. Leavenworth, KS 66048

Service Location Name: Courthouse, Justice Center, Cushing Service Location Address (the "Site"): 300 Walnut S, 711 Marshall St Leavenworth KS 66048

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies – Services business unit (sometimes referred to as "HBT", "Honeywell" or "Honeywell Building Technologies"), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. "Agreement" means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

This is an amendment to the current service contract between Honeywell and Leavenworth County. All pricing is in addition to current service contract. The anniversary date and payment terms will remain the same as the current service contract.

| | | Foundational |
|------------------------------|--|--------------|
| HVAC Controls (BMS) | Planned Maintenance Tasking | Yes |
| | Honeywell Forge Predictive Maintenance | Yes |
| | Comprehensive | |
| | Honeywell Software Assurance | Yes |
| Fire System | Fire Alarm Compliance Inspection & Testing | |
| | CLSS SaaS License | |
| | Portable Extinguisher Compliance Inspection | |
| | Fixed Suppression System Compliance Testing | |
| | Smoke Relief Compliance Testing | |
| | Emergency System Compliance Testing | |
| | Comprehensive Cover | |
| C | Planned Maintenance Tasking | |
| Security | Comprehensive | |
| HVAC Mechanical | Planned Maintenance Tasking | |
| HVAC Mechanicat | Comprehensive | |
| Energy and Sustainability | Honeywell Forge Energy Optimization | |
| ICT and Cybersecurity | ICT Nodes PM Tasking | |
| | Third Party Product Licensing and Support | |
| | Honeywell Remote Management (HRM) | |
| | Cybersecurity Assessment Essential (CSA) | |
| | Honeywell Advanced Endpoint Protection (HAES) | |
| | Secure Configuration and Design | |

| | Incident Readiness and Advisory | |
|-------------------|--|-----|
| | Disaster Recovery (DR) | |
| | Cybersecurity Operational Technology (OT) Monitoring | |
| | Cybersecurity Threat Monitoring and Response | |
| Emergency Service | Remote Reactive Response using the Remote Building Operation Centre (HBOC) | Yes |
| | Emergency Service (Comprehensive) - HVAC Controls (BMS) | Yes |
| Training | EBI Operator and Administrator | |

Price Schedule

Customer will pay Honeywell the following prices (collectively, the "Price") for the services contemplated by this Agreement, which prices Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each anniversary of the Effective Date by written notice to Customer.

Contract Term: will commence on the Effective Date and continue for a period of five (5) years (the "Contract Term"). This Agreement will automatically renew in accordance with the terms of the Renewal section below.

Customer_____ Honeywell_____(INITIALS)

Contract Effective Date: March 1st, 2023

| Service | Annual Price |
|--------------------------------|--|
| HVAC Control and Cushing | \$24,900.00 |
| HVAC Control Justice Center | \$17,965.00 |
| Honeywell HSA | \$6,442.00 |
| | Six thousand four hundred forty two and 00/100 |
| Payment Terms | Semi-annual in advance |
| | All pricing is in addition to current Courthouse service contract in the amount of \$13,388.00. See table below for multiyear pricing. |

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. Through the automatic renewal process, Customer agrees it shall be bound by the updated General Terms and Conditions in effect at the time of such renewal and as periodically updated thereafter by Honeywell. A courtesy copy of the Honeywell updated terms are enclosed for your reference. By signing below you acknowledge the ongoing sufficiency of the consideration herein for any renewal term(s).

Submitted by HBT: (signature)

Name: Les Jenkins

Title: Account Executive

Date: February 1st, 2023 This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an agreement in accordance with the below General Terms and Conditions and only upon signature below by an authorized representative of Honeywell and Customer.

Accepted by: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies-Services business unit

Leavenworth County

| Signature: By: | Signature: By: |
|----------------|----------------|
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |

Multiyear Pricing Courthouse:

| Year 1 2023 | \$13,388.00 |
|-------------|-------------|
| Year 2 2024 | \$13,924.00 |
| Year 3 2025 | \$14,481.00 |
| Year 4 2026 | \$15,060.00 |
| Year 5 2027 | \$15,662.00 |

Multiyear Pricing Justice Center:

| Year 1 2023 | \$17,956.00 |
|-------------|-------------|
| Year 2 2024 | \$18,674.00 |
| Year 3 2025 | \$19,421.00 |
| Year 4 2026 | \$20,198.00 |
| Year 5 2027 | \$21,006.00 |

Multiyear Pricing Cushing:

| Year 1 2023 | \$24,900.00 |
|-------------|-------------|
| Year 2 2024 | \$25,896.00 |
| Year 3 2025 | \$26,932.00 |
| Year 4 2026 | \$28,009.00 |
| Year 5 2027 | \$29,129.00 |

Multiyear Pricing EBI Upgrades:

| Year 1 2023 | \$6,451.00 |
|-------------|------------|
| Year 2 2024 | \$6,709.00 |
| Year 3 2025 | \$6,978.00 |
| Year 4 2026 | \$7,258.00 |
| Year 5 2027 | \$7,549.00 |

Work Scope Documents

Customer Needs

Honeywell understands that the following attributes are often important to customers in the maintenance of HVAC control systems: Operational Reliability, Operational Efficiency, Cost Optimization, Uptime, Comfort, Occupant Safety, Compliance, Infection Control/Air Quality, and Utility/Energy Consumption.

Scope Overview

Honeywell can help customers achieve their desired outcomes by providing maintenance support with the below scope with respect to building automation systems, including support to assets such as HVAC systems, plant controllers, temperature sensors, and gateways.

Belleville Public Library is provided with a defined plan of scheduled maintenance support for the selected asset types, during which activities aimed at enhancing asset uptime and mitigating associated risks are provided by Honeywell. Service requests which are not included in the defined universe of scheduled maintenance support are available and subject to separate Honeywell engagement on a "SPOT" basis. Accordingly, this service solutions level also allows Honeywell to provide reactively quoted service pursuant to SPOT maintenance engagements.

- A defined universe of scheduled maintenance support for the selected solution types is provided.
- Global Customer Care Center (GCCC) support for service request logging, management and tracking.
- Structured customer service and quality management review.
- Omnichannel service request and dispatch process.
- ServicePortal™ access.

Please refer to the separate form of Service Agreement for a more detailed description of the scope of service solutions proposed to be provided by Honeywell and the associated terms and conditions.

1. Preventative Maintenance Tasking

1.1 Proposal

Customer Needs

Honeywell understands that the following attributes are often important to customers in the maintenance of HVAC control systems: Operational Reliability, Operational Efficiency, Cost Optimization, Uptime, Comfort, Occupant Safety, Compliance, Infection Control/Air Quality, and Utility/Energy Consumption.

Scope Overview

Honeywell can help customers achieve their desired outcomes by providing maintenance support with the below scope with respect to building automation systems, including support to assets such as HVAC systems, plant controllers, temperature sensors, and gateways.

Leavenworth is provided with a defined plan of scheduled maintenance support for the selected asset types, during which activities aimed at enhancing asset uptime and mitigating associated risks are provided by Honeywell. Service requests which are not included in the defined universe of scheduled maintenance support are available and subject to separate Honeywell engagement on a "SPOT" basis. Accordingly, this service solutions level also allows Honeywell to provide reactively quoted service pursuant to SPOT maintenance engagements.

- A defined universe of scheduled maintenance support for the selected solution types is provided.
- Global Customer Care Center (GCCC) support for service request logging, management and tracking.
- Structured customer service and quality management review.
- Omnichannel service request and dispatch process.
- ServicePortal[™] access.

Please refer to the separate form of Service Agreement for a more detailed description of the scope of service solutions proposed to be provided by Honeywell and the associated terms and conditions.

1.2 Agreement

Preventative - HVAC Controls Work Scope Document

Scope – Honeywell will maintain and inspect the building automation hardware and software listed below, to the extent expressly provided in this Preventative – HVAC Controls Work Scope Document. As used herein, "Agreement" means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered Equipment (the "Covered Equipment"):

| Quantity | Description | Model Number | Location |
|----------|---------------------|---------------------|------------------|
| 5 | AHU | CPO PC 400 with I/O | Cushing Building |
| 2 | Boilers | CPO PC 400 with I/O | Cushing Building |
| 1 | Cooling Tower | CPO PC 400 with I/O | Cushing Building |
| 2 | Chillers | CPO PC 400 with I/O | Cushing Building |
| 8 | Pumps | CPO PC 400 with I/O | Cushing Building |
| 2 | RTU's | CPO PC 400 with I/O | Cushing Building |
| 14 | FCU's | Bacnet interface | Cushing building |
| 85 | VAV's | CPO CP-VAV2 | Cushing Building |
| 1 | Controller | XL500 | Courthouse |
| 1 | Heating control | XL100C | Courthouse |
| 2 | RTU 1 and 2 | XL100C | Courthouse |
| 63 | XL10 VAV Controller | W7751H2017 | Courthouse |
| 1 | Cooling control | XL50 | Courthouse |
| 2 | Zone Manager | Q7750A | Courthouse |
| 1 | BNA | | Courthouse |
| 5 | RTU Controller | XL50 | Justice Center |
| 4 | Zone Manager | Q7750A | Justice Center |
| 1 | Basement Controller | XL500 | Justice Center |
| 115 | XL10 VAV Controller | W7751H2009 | Justice Center |

List of Covered Software (the "Covered Software"):

| Quantity | Software Product Number | Version | Product Description | Location |
|----------|-------------------------------|---------|---------------------|----------------|
| 1 | СРО | 2.20 | CPO Studio | Laptop |
| 1 | EBI | R610 | EBI HSA Contract | Virtual server |

Preventative Maintenance – Honeywell will make inspection visits as follows. Each inspection visit will be:

scheduled by Honeywell in its sole discretion and consist of the tasks to be performed, the skill levels required, and the special tools and instrumentation required to inspect the systems, both from a hardware and software perspective, in each case as determined by Honeywell in its sole discretion. Typical activities may include:

- 1 Checking software schedules against occupancy schedules
- 2 Inspecting hardware operator machine interface and field panels for proper operation.
- 3 Review false alarm activity
- 4 Review trend logs
- 5 Random sampling of temperature sensors to identify need to calibrate
- Added technician hours for first year troubleshooting.

Coverage — This Agreement includes all travel and living expenses to perform the inspection services described above for the Covered Equipment and Covered Software. The costs for labor and travel for repair work, emergency service, and any replacement materials or other services or materials are not included in this Agreement. If any such services or materials are provided, Customer will be billed at Honeywell's then-prevailing standard maintenance labor rate on a time and material basis. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance. For the avoidance of doubt, this Work Scope Document does not grant to Customer any license or other right in or to any software or other intellectual property of Honeywell, and any rights of Customer with respect thereto are limited to those expressly set forth in the separate Honeywell software license agreement executed by Customer.

Performance Review – A review of the Services provided within this Agreement will be performed by Honeywell on an annual basis if requested by Customer. Honeywell and Customer will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify potential opportunities to further improve performance of the Covered Equipment.

Honeywell Service Portal – Honeywell will provide Customer access to an Internet-based application that will allow the Customer to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and this includes only service performed per this Agreement). Functionality enhancements or deletions relating to such application are at the discretion of Honeywell.

2. Honeywell Forge Predictive Maintenance

2.1 Proposal

Customer Needs

In today's increasingly connected world, Internet of Things ("IoT") technologies and big data are driving a new breed of smart buildings that can offer better alignment with the priorities of building owners, finance managers, facilities managers, and other key stakeholders such as IT managers, HR managers and procurement managers. The vast majority of the world's data has been created in the last two years, yet only a small percentage of this data is analyzed [Source: IDC, 2017].

Honeywell Forge is our big data and analytics solution, helping to save you money through better decision-making and improve the quality of life for those who live and work inside your building(s).

A Building Service Contract enabled by Honeywell Forge for Leavenworth County enables:

- Increased visibility of site performance and occupant comfort
- Enhanced response times and improved productivity
- Improved operational performance
- Increased equipment lifecycle and uptime
- Value for money through a reduction in total cost of ownership

From Building Decisions to Business Decisions

The importance of the occupant experience and comfort performance cannot be overestimated. In fact, the building comfort performance index tracks various human response factors (e.g., occupant comfort, well-being, health and productivity, etc.), which many believe can have a greater financial impact than the building's heating or cooling costs themselves. Building occupants account for the majority of operating expenses, therefore monitoring comfort performance can be paramount to reducing the total cost of ownership of a building.

STRATEGIC IMPERATIVES FOR BUILDING PORTFOLIOS

OPTIMIZE ASSET VALUE AND RETURN

Capital planning and just-in-time maintenance for lifecycle optimization

OPERATIONAL EFFICIENCY

Processes frequently monitored and optimized

RELIABILITY AND READINESS

Systems available through reducing failures

SAFETY AND PRODUCTIVITY

Maintaining high safety standards while improving productivity

COMPETITION FOR TENANTS

Increasing the attractiveness of the building to attract and retain tenants

SUSTAINABILITY STRATEGY

Environmental and social responsibility demanded by shareholders and occupants

COMPETITIVE BUILDINGS







Honeyvel Confidence - 8 2020 by Honeyvel International Inc. All /grits reserved.

Honeywell

Figure 1: Honeywell Forge Predictive Maintenance uses big data insights to help save money for customers.

Honeywell Forge Predictive Maintenance uses building performance data to focus activities - where and when they are most needed - to help improve the performance of buildings.

Through access to a combination of performance dashboards, diagnostic tools, and technician reviews to detect problems and find improvement opportunities, Honeywell Forge Predictive Maintenance combines a number of value-added elements to help you manage the lifecycle of your building.

At the heart of the approach is alignment to your desired outcomes and KPIs – driving what Honeywell focuses on and how we keep you informed.

Scope

Honeywell Forge Predictive Maintenance gives you near real-time visibility to the comfort performance level of your building by measuring factors such as temperature, carbon dioxide (CO_2), and relative humidity. New KPIs and rules guide the performance analytics behind Honeywell Forge Predictive Maintenance's comfort performance indicators.

By enabling building and facilities managers to discover, prioritize, act upon, and resolve fluctuations in comfort performance, and improve and sustain an optimal environment, occupants may be less likely to suffer from ill-health and loss of productivity, which in turn contributes to savings on operating expenses over the lifetime of the building.

The Power of Analytics

Modern building management systems, such as Honeywell's Enterprise Buildings Integrator (EBI), collect enormous amounts of data from buildings virtually every minute. The Honeywell Forge building analytics platform enables you to analyze this stream of data, presenting information in meaningful ways for each of the stakeholders in your building's operation (such as the facility manager, general management, and the technical team). Using this data, you can more accurately discover what is wrong or can go wrong with your building's operational performance and perform root cause analyses quicker and more efficiently.



- Near real-time analytics can:
 - Continuously monitor your HVAC controllers, sensors and connections.¹
 - Centrally capture and analyze key event information relating to the underlying infrastructure and systems.
 - Provide an overall health status assessment of the system, and better direct service professionals' reactive and preventative maintenance activities.
 - Promote earlier identification of actual and potential server problems.
 - Assist with building comfort conditions and promote energy and operations efficiency.
 - Provide workflow management services to help address time-critical faults, performance deterioration, and control optimization opportunities.

Unlike some monitoring services that merely point out anomalies without providing more specific insight regarding the potential cause of issues, analytics-based optimization utilizes operational data (such as BMS points, and sensor readings) to help identify improvement opportunities.

By identifying anomalies or faults earlier, equipment life can often be optimized. For example, by reducing the load on HVAC equipment (either through reduced run time or reduced run power), the life of each piece of equipment affected can typically be extended.

Assess Performance with Dashboards and Reports

With Honeywell Forge Predictive Maintenance, we help keep you better connected with your building's performance by sharing dashboards and key documents in a centrally accessible location. We have developed detailed views of performance metrics and can share higher level views for stakeholders who have less involvement in the technical details.

Our customer portal includes the following performance dashboards and reports:

- A summary of key performance statistics such as comfort performance, energy performance, and maintenance performance.
- KPI-driven detailed dashboards that allow you to perform deeper dives into the root causes of issues and help more quickly identify warning signs or potentially faulty equipment. For instance, understanding which assets are under-performing and the reasons behind such sub-optimal performance, supporting higher productivity of the technicians.
- Service Delivery Reports (SDR) produced and shared with you on a regular basis

¹ Subject to Honeywell's Forge Service Terms, "continuously" means that while the connection from site to cloud is active and data is flowing, the incoming data is automatically processed and analyzed as it arrives in Honeywell Forge.

(e.g., monthly) that summarize the identified faults and anomalies for the monitored assets, as well as provide you with insights into the status of the service cases (work orders) generated during the period based on priority.

Dynamic Tasking

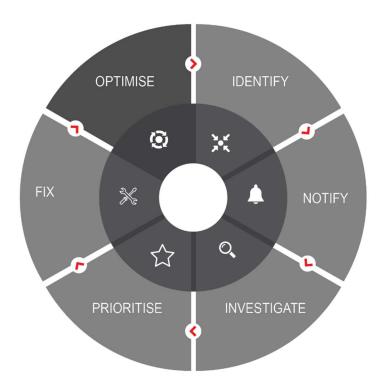
Honeywell Forge Predictive Maintenance is the next generation of Honeywell's service offering.

Traditional maintenance approaches have been comprised of planned preventative maintenance and reactive maintenance. Based on our analysis, the following have been identified as key limitations of such approaches:

- Traditional maintenance is essentially time-based and does not focus on the actual condition of the operating equipment.
- The maintenance is carried out irrespective of whether the equipment is delivering its intended function or not.
- These approaches can significantly increase the planned downtime of assets and drive high utilization of manpower. Consequently, there are potentially higher chances of faults in the system due to the calendar-based maintenance regime followed.



Honeywell Forge Predictive Maintenance focuses on helping to meet comfort conditions, achieve asset health targets, and strike the right dynamic between ongoing performance optimization and reactive maintenance works. It is a significant step beyond planned preventative maintenance that primarily focuses on the regular inspection of building assets – using these fixed schedules can lead to equipment being inspected regardless of whether there are current or anticipated problems.



Through dynamic tasking, Honeywell can help you reduce the risk of problems occurring and respond more rapidly when incidents do occur.

Honeywell Forge Predictive Maintenance collects and analyzes over 100 million data records each day for high-end and mixed-use buildings – delivering near real-time intelligence on asset health and performance.

2.2 Agreement

Honeywell Forge Predictive Maintenance -- Work Scope Document

Scope - Honeywell will provide the following services enabled by Honeywell Forge Predictive Maintenance to Customer with respect to the building automation system hardware and software set forth in the List of Predictive Maintenance Covered Equipment below, to the extent expressly described in this Work Scope Document. As used herein, "Agreement" means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Building Locations (the "Buildings")

| Building | Location |
|------------------|----------------|
| Cushing Building | Leavenworth KS |
| Courthouse | Leavenworth KS |
| Justice Center | Leavenworth KS |

List of Digitized Maintenance Covered Equipment (the "DM Covered Equipment

| Quantity | Description | Model Number | Location |
|----------|---------------|--------------|------------------|
| 5 | AHU | | Cushing Building |
| 2 | Boilers | | Cushing Building |
| 1 | Cooling Tower | | Cushing Building |
| 2 | Chillers | | Cushing Building |
| 8 | Pumps | | Cushing Building |
| 2 | RTU's | | Cushing Building |
| 14 | FCU's | | Cushing building |
| 85 | VAV's | | Cushing Building |
| 2 | RTU's | | Courthouse |
| 2 | Boiler | | Courthouse |
| 1 | Chiller | | Courthouse |
| 63 | VAV's | | Courthouse |
| 4 | Pumps | | Courthouse |
| 5 | RTU's | | Justice Center |
| 115 | VAV's | | Justice Center |
| 1 | Chiller | | Justice Center |
| 1 | AHU MZU | | Justice Center |

Mobilization Project

A separate mobilization project is included in the install project to enable Honeywell Forge Predictive Maintenance. This is a one-off project and will need to be completed prior to commencement of the services contemplated by this Agreement.

This mobilization project will cover the effort to retrieve the technical details of the local HVAC distribution system and the creation of the digital twin model in the Honeywell cloud needed to run Honeywell Forge Predictive Maintenance. The mobilization project

potentially includes, but is not limited to: site surveys, control systems and methodology validation, internet and data connectivity to the cloud, Cybersecurity assessment, BMS point history changes, and software patching, updates and installation.

Customer will fully cooperate with Honeywell to enable and accommodate the mobilization project, including, without limitation, by giving Honeywell and its subcontractors (if any) such access to Customer's facilities and systems as Honeywell may reasonably request.

General

To support monitoring and diagnostics, Honeywell may install additional software on Customer's applicable building automation system(s) (the "BMS System"). Such software will remain the property of Honeywell or its nominated software licensor and shall be removed from the BMS System and returned to Honeywell at Honeywell's request.

Honeywell Forge Predictive Maintenance is designed to identify certain faults or anomalies in the PM Covered Equipment and certain other equipment. Once such faults or anomalies are identified, these are converted to service work orders and are dispatched to service technicians for further investigation of the root causes of the identified fault or anomaly. Such service work orders represent "Service Cases". Customer and Honeywell will agree upon Honeywell's performance of such work and Customer will pay Honeywell an extra fee at Honeywell's hourly rates set forth in the Agreement (or if no such rates are set forth, at Honeywell's standard hourly rates) for such work plus the cost of any materials, subject to Honeywell's then-prevailing markup. Honeywell shall have no obligation to address or respond to emergencies except to the extent expressly provided in the Agreement.

Analytics

Honeywell will establish a connection from the BMS System to Honeywell's cloud and its related HVAC and energy analytics tools. These tools are intended to identify certain faults or anomalies in the operation of Customer's applicable PM Covered Equipment and certain other equipment. Faults or anomalies may be raised as Service Cases as provided above in the section entitled "General".

Summary KPI Dashboards

Honeywell will make available on the Honeywell Forge Portal summary key performance indicators ("KPI") for the Buildings referred to in the List of Buildings, as such KPIs are developed by Honeywell in its sole discretion. The KPIs are available in the following key categories:

- Comfort performance
- Energy performance (if and to the extent there are electricity meters connected)
- Maintenance performance

Service Reports

Honeywell will periodically provide a service report that describes the status of works done and Service Cases initiated or received by Honeywell that are new, active or closed in that particular period. The reporting frequency may be monthly or such other periodic basis as determined by Honeywell, in its sole discretion.

Remote Support

Service Cases, whether raised as a result of analytics, scheduled maintenance activities or otherwise, may be addressed by Honeywell through the use of remote access software. This software is supplied by Honeywell and remains Honeywell's property. Upon Honeywell's request, Customer will enable such remote access for Honeywell through a secure Internet

connection maintained by Customer and configured as requested by Honeywell.

Certain Additional Terms

Included in all invoices will be surcharges covering travel expenses, environmental and waste charges.

Scope Changes:

- Maintenance scope changes may occur due to additions to the systems.
- The equipment covered by this Work Scope Document may be reviewed at each annual contract anniversary and at any point changes have occurred and a variation to the Agreement will be made by mutual agreement only.

Certain Exclusions

Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.

3. Honeywell Building Operations Centre (HBOC) Emergency Service

3.1 Proposal

Customer Needs

When something goes wrong, it's good to have someone to call that can help you out of a bad situation. Honeywell's Emergency Service is that 24/7 support that can be called on when you need an expert's help. Our Technical teams are available 24 hours a day, 365 days a year and are just a phone call away.

Whether it's too hot or too cold in a certain area of your building or an issue with an Air Handling Unit or Chiller, this service will help your site get back up and running as soon as possible. If our Honeywell Building Operation Center cannot resolve the issue, a Field Service Professional will be dispatched to investigate the issue and try to resolve it. If further labor or parts are needed to address the issue, a quote will be provided unless you have the applicable comprehensive contract.

Emergency Service can save the amount of downtime after a fault occurs and if the issue can be resolved by our Honeywell Building Operation Center, then it can also save the time it takes to respond.

Scope Overview

Subject to the terms of our contract, Honeywell will provide 24/7, 365 days a year emergency services for Richland County. Where available, Honeywell will investigate using the Honeywell Building Operation Center within 30 minutes of the call being logged by Honeywell.

- If a Field Service Professional is required to be dispatched, they will attend site.
- The Field Service Professional will spend a maximum of 2 hours attempting to fix the issue; if further time is required, this will be charged at the contracted rate.
- If any parts are required to fix the issue, these will be an additional charge at list price, unless the contract specifies the applicable comprehensive coverage.
- If more time is required to resolve the issue than the allocated 2 hours, a quote will be provided for the additional time unless the contract has the applicable comprehensive coverage.
- Assets covered by the Emergency Service are the same assets as the covered equipment listed within the contract.
- For assets not covered by the contract, Honeywell can respond but this will be subject to additional charges at contracted rates.
- Emergency Service does not cover:
- Non-emergency related calls or changes to the control system
- Scheduled maintenance
- Honeywell will provide a standard report following emergency work to provide details of the issue found and the steps taken to resolve it and any further recommendations to the customer.

Please refer to the separate form of Service Agreement for a more detailed description of the scope of service solutions proposed to be provided by Honeywell and the associated terms and conditions.

3.2 Agreement - Comprehensive (HVAC Controls-BMS)

Emergency Service (Comprehensive Contract) – Work Scope Document

Should an emergency arise relating to the Covered Equipment or Covered Software of a nature that is within the subject matter of the Agreement to the extent related to the Covered Equipment and Covered Software, Customer will report such emergency to Honeywell's Honeywell Building Operation Center and Honeywell personnel will attempt to assess the situation either by phone or remote diagnostics, or both, and will determine the course of action with Customer. If it is jointly determined that a site visit is required, Honeywell personnel will arrive at Customer's site. To the extent the emergency involves a serviceable component or part on the List of Covered Equipment that is defective or failed for reasons other than negligence or more culpable conduct by Customer or its representatives or agents or other persons other than Honeywell, casualty events or other events, conditions or circumstances that constitute "force majeure" or excusable events under the Agreement, in each case as determined by Honeywell in its sole discretion, Honeywell will repair or replace the serviceable component or part. To the extent the emergency does not involve a serviceable component or part on the List of Covered Equipment, Customer will be liable for such service at Honeywell's applicable standard hourly rates for emergency services in effect at such time plus other costs incurred. Honeywell personnel will use reasonable efforts to attempt to resolve the issue, but there is no quarantee that such efforts will be successful; provided, that for the avoidance of doubt, Honeywell, in its sole discretion, may decline to work on items that are not Covered Equipment or Covered Software. "Serviceable" means that the component or part is readily accessible to Honeywell to service, is not obsolete, has not suffered excessive wear, tear or deterioration, is commercially available and has not reached the end of its useful life, in each case as determined by Honeywell in its sole discretion.

Such emergency service will be provided during the following periods during the term of the Agreement (check box for desired level of emergency service coverage):

Regular Business Hours Emergency Service:

8.5 hours per day, five days per week, federal holidays excluded. Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

4. Honeywell Software Assurance

4.1 Proposal

Customer Needs

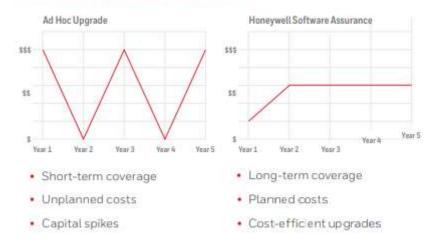
Honeywell understands that customers often value the following with respect to software implementations:

- Lessened concern regarding frequent upgrades or patches of EBI
- Reduced capital costs for new upgrades and releases
- Competitive pricing for software extensions
- Maintain pace with latest offerings

Solution Value

Honeywell can help meet your software needs with the Lifecycle Management offering. It is an enhanced software service agreement providing you with the benefit of upgrades and updates to software and Server hardware, cloud connectivity, easy integration to Forge, preferred pricing, and more. It is a subscription-based offering – so instead of having higher priced, one-time software-related costs, you merely pay an annual fee during the term of the agreement and receive all specified software entitlements during this period without additional cost.

Ad Hoc Upgrade vs HSA Upgrade



4.2 Agreement

Honeywell Software Assurance – Work Scope Document

Scope

Honeywell will provide the following software-related services with respect to the Covered HSA Software on Covered HSA Equipment (each as defined below) as part of the Honeywell Software Assurance program during the applicable term of the Agreement (as defined below) for which Customer (sometimes referred to as "you" herein) pays for Honeywell Software Assurance, to the extent expressly provided in this Work Scope Document.

- Software upgrades
- Preferred pricing on expansion orders
- EBI, DVM service packs, feature packs, software updates, and bug fixes
- Windows update qualification

As used herein, "Agreement" means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

• List of Covered Software

| Quantity | Software Product Number | Version | Product Description | Location |
|----------|----------------------------|---------|--|----------|
| 1 | EBI | R610* | Enterprise Buildings Integrator System #97123 Licensed Points: 1,000 | Virtual |

• Upgrading from R500 to R610 as per this proposal

Terms

• For software included in the List of Covered HSA Software and originally installed by Honeywell on the Covered HSA Equipment, Honeywell will, on a scheduled basis determined by Honeywell in its sole discretion, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (provided, that with respect to third-party software, only after it has been qualified by Honeywell and subject to Customer's payment of all required fees to such third parties except to the extent otherwise expressly provided herein) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

- For the same software, Honeywell will apply critical software updates as they become available (provided, that with respect to third-party software only after it has been qualified by Honeywell and subject to Customer's payment of all required fees to such third parties except to the extent otherwise expressly provided herein). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security, as determined by Honeywell in its sole discretion.
- Customer shall not install any software on Covered HSA Equipment without Honeywell's written approval. This Agreement does not include any services on software installed by others, and Honeywell will have no obligations or liabilities whatsoever with respect to any such software.
- The fee set forth in the Agreement for the Honeywell Software Assurance program provided in this Work Scope Document is based upon the existing system's licensed software features at the time this Work Scope Document becomes effective. This amount remains subject to escalation for, among other reasons, any and all system expansions that occur during the Agreement term, e.g., by adding readers or interfaces or other software components.
- The first payment on Customer's Honeywell Software Assurance is due at the commencement date of the Agreement; provided, that for new licenses of Honeywell EBI or DVM software purchased separately by Customer, the annual payment begins at the start of year two, after the one-year warranty on the newlyinstalled software expires.
- All of Honeywell's obligations in this Work Scope Document are expressly conditioned on Customer's execution of Honeywell's then-current standard Software License Agreement for the applicable software (to the extent not already executed by Customer with respect to the item in question) and any third party software license agreement that may apply, the terms of each of which software license agreement shall govern and control in the event of a conflict or inconsistency with the terms of the Agreement.
- Except to the extent otherwise expressly provided in pricing schedule to the Agreement, the fees payable by Customer for Honeywell Software Assurance exclude labor and related expenses (e.g., travel, lodging, etc.) and materials, and Customer will pay Honeywell for such labor, expenses and materials relating to this Work Scope Document at Honeywell's then-current prevailing rates on a time and material basis, provided, that labor shall be charged at the specific hourly rate(s) set forth in the pricing schedule to the Agreement (or if no such rates are set forth, at Honeywell's standard hourly rates), subject to escalation in accordance with the Agreement.

| Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance. | | |
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General Terms and Conditions

1. RELATIONSHIP OF THE PARTIES

1.1 Honeywell shall perform and execute the provisions of this Agreement at all times as an independent contractor, and none of Honeywell, any subcontractor, nor any of their respective employees, agents, or representatives shall be, represent, act or purport to be deemed for any purpose to be an agent, servant, representative, or employee of Customer, nor shall Honeywell, any subcontractor, nor any of their respective employees, agents, or representatives be treated as an employee of Customer for any purpose, including tax and social security coverage and withholding, or any Customer provided employee benefits. Nothing herein shall create a relationship of joint venture or partnership between Customer and Honeywell, and neither Party shall have the authority to bind or obligate the other in any manner as a result of the relationship created hereby.

1.2 Customer acknowledges and agrees that Honeywell may elect to have portions of the Work accomplished through subcontractors but shall remain fully responsible for such subcontractor's performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Applicable Law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under Section 5. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Customer and any subcontractor with respect to the Work to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

2. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during typical working hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or applicable typical working hours for the region in which the work is being performed), excluding federal holidays (in regions where applicable) ("Normal Working Hours"). If for any reason Customer requests Honeywell to furnish any labor or services outside of Normal Working Hours, any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

3. TAXES

3.1 Customer understands that Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including amounts imposed upon any products or goods made available under this Agreement or bill of material relating thereto under any law, rule or regulation (collectively "Taxes"). Customer will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Agreement, then in addition to the Price, Honeywell will invoice Customer for such Taxes unless at the time of execution of this Agreement, Customer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes to the satisfaction of Honeywell. In no event will Honeywell be liable for Taxes paid or payable by Customer. This clause will survive expiration or any termination of this Agreement.

- 3.2 Tax-Related Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.
- 4. PROPRIETARY INFORMATION
- 4.1 Authorized Use. Customer will:

(a) use the Confidential Information only for the performance of the Agreement ("Purpose"); (b) disclose Confidential Information only to its employees and any subcontractors or third parties ("sub-processors") required to have Confidential Information for the Purpose and who are legally bound in writing to Customer to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Agreement; (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Customer uses to protect its own confidential information of a like nature; (d) reproduce the restrictive legends of the original on copies it makes; and (e) disclose Confidential Information to a third party only if authorized in writing and under conditions required by Honeywell.

Customer is responsible to Honeywell for any violation of the confidentiality obligations by its employees or an authorized third party. Within thirty (30) days of Honeywell's written request, Customer will return or destroy all Honeywell Confidential Information, including all copies thereof, and will certify to such return or destruction in writing to Honeywell. Unless otherwise specified, Customer's obligations with respect to the Confidential Information will continue for five (5) years after the date of receipt.

- **4.2 Limitations.** Confidential Information will not include any information that:
- (a)was in Customer's possession and not subject to an obligation of confidentiality before receipt from Honeywell;
- (b) is or becomes legally available in the public domain through no fault of Customer;
- (c)was rightfully received by Customer from a third party who had no obligation of confidentiality, either directly or indirectly, to Honeywell; or
- (d) was independently developed by Customer without use of or reference to Honeywell's Confidential Information. If Customer is required to disclose Confidential Information by applicable law, statute, regulation, or court order, Customer will:
- a. give Honeywell prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and
- b. disclose Confidential Information only to the extent required.
- **4.3 Breach of Obligation.** Customer agrees that a breach of the confidentiality obligations under this Section will cause irreparable damage for which money damages will not be fully adequate, and Honeywell would be entitled to seek injunctive relief, in addition to any other legal remedies.
- **4.4 Standard of Care.** Customer agrees to comply with all applicable law or regulation relating to its use of Personal Data, which shall include, without limitation, requirements that the Customer:
- (a)take appropriate technical and organizational security measures or such measures required by Honeywell to protect Personal Data;
- (b) indemnify Honeywell against all losses, costs, expenses, damages, liabilities, demands, claims, actions, or proceedings which Honeywell may suffer incur arising out of any Security Breach or other breach of this Section concerning Confidential Information (including by any

employee or sub-processor); and

(c)promptly notify Honeywell about any Security Breach, any request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited) or any requests received by individuals to whom Personal Data relates, without responding to such request unless otherwise authorized by Honeywell.

5. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) Workers' Compensation Insurance Coverage A Statutory limits and Coverage B Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Customer shall, at its own expense, carry and maintain in force at all times during the duration of this Agreement its own commercial general liability and property insurance in an amount customary for the size of Customer's business and properties.

All insurance required in this Section 5 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Either party will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the other party. In the event that a self-insured program is implemented, Honeywell will provide proof of financial responsibility.

Honeywell will not issue coverage on a per project basis.

6. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

- 6.1 Customer has not observed or received notice from any source (formal or informal) of: (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
- 6.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site.
- 6.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Services until the area

has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

- 6.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.
- 6.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.
- 6.6 Customer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing the COVID-19 pandemic as needed, as well as any applicable federal, state and local laws regarding workplace safety. Customer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

7. WARRANTY

- 7.1 LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEMDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS OR SERVICES. CREDIT, REPAIR, OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.
- 7.2 Product Warranty Terms. Subject to compliance with this Section 7, Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.
- **7.3 Services Warranty.** Services shall be performed in a professional and workmanlike manner warranted for one (1) year from the date services are performed (the "Service Warranty Period"). Honeywell's obligation and Customer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Customer notifies Honeywell in writing of defective services within the Service Warranty Period. All services reperformed are warranted for the remainder of the original Service Warranty Period.

- **7.4 Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT OR SERVICE THAT IS:
- (a) software:
- (b) altered or repaired by anyone other than Honeywell's authorized employees or agents;
- (c) installed, used, serviced, or maintained in a manner that fails to conform with Honeywell Product documentation or training;
- (d) lost or damaged, tampered with, or destroyed due to (I) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (II) an act of God (including, without limitation, lightning or related voltage surges); or (iii) any other cause not within Honeywell's control, including, without limitation, Customer's failure (or that of its Customers) to apply required or recommended updates or patches to any Software or device in the Product's network environment; and/or
- (e) made and/or provided by a third party.
- 7.5 Procedure for Warranty Claim. If, during the applicable Warranty Period, Customer believes there is a defect in material or workmanship covered by the relevant Product warranty, Customer must immediately discontinue use and notify Honeywell. Customer shall coordinate with Honeywell to facilitate the warranty assessment. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the product to verify the alleged defect, (ii) in Honeywell's sole discretion, credit Customer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Customer (at Honeywell's expense). Honeywell will credit Customer for its return shipping costs for any defective Products, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

7.6 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE FOREGOING, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT.

Customer acknowledges and agrees that equipment or materials purchased by Customer under this Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party. Third party products are generally not covered by this Section and Honeywell makes no representations or warranties regarding any third party products. However, Honeywell shall, at Customer's request, assign to Customer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Services, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in this Section.

8. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, Affiliates (as defined below) and agents from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 7, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 6, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 8 shall survive termination or expiration of this Agreement for any reason.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE ANNUAL PRICE (AS IDENTIFIED ON THE PRICE SCHEDULE) FOR THE PARTICULAR SERVICE(S) FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

10. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of any system or any equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate

additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

11. PATENT INDEMNITY

- 11.1 Subject to the limitation of liability set forth in Section 9 of this Agreement, Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any patents related to any hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that (a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, (b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and (c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.
- 11.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: (a) obtain for Customer the right to continue using such equipment; (b) replace, correct or modify it so that it is not infringing; or if neither (a) nor (b) is reasonable, in Honeywell's sole judgment, then (c) remove such equipment and grant Customer a credit therefor, as depreciated.
- 11.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.
- 11.4 THIS SECTION 11 STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY HONEYWELL RELATING TO THIS AGREEMENT.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. NOTICES

Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Customer, to Customer's authorized representative or, if to Honeywell, to Honeywell's authorized representative.

All notices required under this Agreement will be deemed received either:

- (a) Two calendar days after mailing by certified mail, return receipt requested and postage prepaid;
- **(b)** One business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party; or
- (c) If sent by e-mail, upon receipt of a non-automated response from the receiving party confirming receipt of the notice.

To Honeywell: Honeywell Building Solutions

9301 Olive Blvd. St. Louis, MO 63132 Attn: Mike Weinstein

To Customer: Belleville Public Library 403 East Main Street Benton, IL 62812

Attn: Lee Cross

14. COVERAGE

- 14.1 Customer agrees to provide Honeywell access to all Covered Equipment. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.
- 14.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Covered Equipment included in the attached List of Covered Equipment (if any and only to the extent expressly provided in the attached Work Scope Documents). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.
- 14.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge.
- 14.4 Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.
- 14.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

- 14.6 This Agreement assumes that the systems and/or equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Customer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.
- 14.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement.
- 14.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.
- 14.9 Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that represent a betterment or capital improvement to Customer's system(s) hereunder.
- 14.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment.
- 14.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Customer's attention.

15. TERMS OF PAYMENT

- **15.1 Milestone Payments.** The total Agreement price shall be paid to Honeywell in accordance with the Milestone Payment Schedule as detailed in Exhibit C. The Milestone Payment Schedule shall be used as the basis for the preparation of progress invoices as described in this Agreement.
- 15.1 Subject to Honeywell's approval of Customer's credit as applicable, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified above in this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed, whichever is lower. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.
- 15.2 Suspension of work. If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.
- 15.3 Payments must be in accordance with the "Remit To" field on each invoice. If Customer makes any unapplied payment and fails to reply to Honeywell's request for

instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

15.4 Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

15.5 The remedies described in this Section 15 are in addition to those available at law or in equity. Honeywell may re-evaluate Customer's credit standing at any time and modify or withdraw credit. Customer may not set off any invoiced amounts against sums that are due from Honeywell.

16. PRICE ADJUSTMENT

Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16 and the other applicable provisions of this Agreement. Notwithstanding the annual price adjustment, and without limiting any other provision of this Agreement, Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement and/or price increases in order to mitigate and/or recover increased operating costs arising from or related to, but not limited to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). [Note this paragraph should be toggled between the OUTSIDE of EMEA Jurisdictions Version (including India) and the FOR EMEA JURISDICTIONS version] [FOR EMEA Version: Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation: (b) increased cost of third-party content. labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Agreement is to be delivered upon within four (4) weeks after the Agreement has been concluded.] Honeywell will invoice Customer, through a revised or separate invoice, and Customer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this Section 16 shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

17. TERMINATION

17.1 Subject to the next sentence, Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following

receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

- 17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- 17.3 Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.
- 17.4 Insolvency. Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

18. CERTAIN DEFINITIONS

- **18.1 "Confidential Information"** means Honeywell information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; (b) is disclosed orally or visually, is identified by Honeywell as confidential information at the time of disclosure, and is designated as confidential in a writing sent to Customer within thirty (30) days after disclosure that summarizes the Confidential Information sufficiently for identification, or (c) is Personal Data.
- 18.2 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment expressly listed in each List of Covered Equipment contained in the attached Work Scope Documents.
- 18.3 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.
- **18.4 "Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

- 18.5 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or byproducts produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.
- **18.6 "Personal Data"** means any information relating to or unique to an identified or identifiable natural person or which can be used to identify a particular person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity.
- 18.7 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as expressly provided in the attached Work Scope Document(s), which are incorporated herein.

19. COMPLIANCE WITH LAWS

19.1 General. Honeywell and Customer will:

- (a) Comply with all federal, state, and local laws, ordinances, regulations, and orders applicable to its performance under this Agreement, including, but not limited to, the Fair Labor Standards Act and U.S. export control and sanctions related laws, and regulations including the prohibition of transactions with or employment of U.S. Government designated prohibited parties including: the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List (OFAC), Debarred List (State Dept.), and Nonproliferation Sanctions.
- (b) File all required reports relating to such performance (including, without limitation, tax returns).
- (c) Pay all filing fees and federal, state and local taxes applicable to its business as the same shall become due.
- (d) Pay all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits.
- **19.2 Code of Conduct.** Honeywell will comply with Honeywell's Code of Business Conduct ("Code") in performing the Work. A copy of the Code may be obtained at http://www.honeywell.com/sites/honeywell/codeofconduct.htm.
- **19.3 Anti-Corruption.** Customer shall not take any action that would cause itself or Honeywell to be in violation of any U.S. anti-corruption laws or regulations, including without limitations, the U.S. Foreign Corrupt Practices Act.

20. SANCTIONS

Customer represents, warrants, agrees that:

Customer is not a "Sanctioned Person," meaning any person or entity: (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Customer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Customer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Customer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Customer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S Government.

Customer's failure to comply with this provision will be deemed a material breach of the Agreement, and Customer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Customer agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability. Should Honeywell be subjected to any liability as a result of Customer's non-compliance with Sanctions laws, then Customer shall indemnify Honeywell to the extent of such liability.

21. CHANGE ORDERS

21.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Services, schedule or Price.

21.2 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Services, including any change in schedule or Price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the schedule resulting from such claim shall be authorized by Change Order.

22. SOFTWARE LICENSE

All software made available in connection with this Agreement ("Licensed Software") shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell's standard software license agreement, end user license agreement ("EULA"), or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the "Software License Agreement"). Customer is responsible for ensuring that all Licensed Software provided to an end user under this Agreement is subject to the Software License Agreement. Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

23. SOFTWARE-AS-A-SERVICE TERMS

- 23.1 General. To the extent the Services made available or provided to Customer under this Agreement include any software applications, online portals or dashboards or other software-as-a-service items or services, including, without limitation, Honeywell Forge, Honeywell Connected Life Safety Services or the Honeywell Vector Occupant Application (each, a "Honeywell App"), the terms and conditions applicable to use of each Honeywell App are set forth in this Section 23. A Honeywell App may enable the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time. In the event of a conflict between this Section 23 and any other provision of this Agreement or other document or instrument, this Section 23 shall prevail.
- 23.2 HSSTs. "HSSTs" means these Software-as-a Service Terms set forth in this Section 23 (the "HSSTs"). Each of the Honeywell Apps is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the "SaaS") and the HSSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.
- 23.3 Parties. "Honeywell", "we", "us" or "our" means Honeywell International Inc. and/or Affiliate(s) who execute or assent to this Agreement and/or any related documents or instruments. "You" or "your" means collectively Customer and any other entities executing or assenting to this Agreement and/or any related documents or instruments. "Affiliate" means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
- 23.4 Use Rights. Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use, we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, "Use Rights"). You, your employees and any party accessing the SaaS on your behalf ("Users") may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.
- 23.5 Acceptable Use. The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another's IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would

subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are violating or may violate the Agreement.

- 23.6 Support. We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.
- 23.7 IP. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and knowhow), and moral rights (including rights of authorship and modification) throughout the world ("IPR") in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users' use of the SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.
- 23.8 Security. We will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.
- 23.9 Privacy. Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as "personal data" or equivalent terms ("Personal Data") may be processed in relation to the Agreement, including: (i) data subjects employees of you and your customers, contractors or Affiliates; and (ii) data categories name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or equipment usage data. If the applicable laws of a jurisdiction recognize the roles of "controller" and "processor" as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the SaaS and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We have no liability arising from

processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including attorneys' fees), arising out of claims by third parties related to our possession, processing or use of Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this Section (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area ("EEA") in a way that is not in compliance with your or users' documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and notify intended addition or replacement and you have 5 business days to object. If you object, we may terminate without penalty on written notice. We shall ensure personnel processing Personal Data of data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) you authorize us and our Affiliates to act as agent for the limited purpose of binding you as principal, in the capacity of "data exporter", to a Honeywell inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCC"); and (z) the parties agree that the SCCs (https://ec.europa.eu/info/law/law-topic/dataprotection/data-transfers-outside-eu/model-contracts-transfer-personal-data-thirdcountries_en or more recent website) shall be deemed to have been signed by you or your Affiliates, in the capacity of "data exporter", and by us or our Affiliates, in the capacity of "data importer".

- 23.10 Warranty, Disclaimer. THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.
- 23.11 Limitation. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.
- 23.12 Miscellaneous. Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or

improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HSSTs take precedence over any other terms in the Agreement to the extent related to the SaaS. Sections 23.7 to 23.12 and those portions of the HSSTs that by their nature should survive, survive termination or expiration of the Agreement.

23.13 Customer Financial Status. Customer represents and warrants to Honeywell on a continuing basis that it is in good financial condition and able to pay all bills when due. Customer shall, from time to time furnish any financial statements or additional information as may be requested by Honeywell in order to enable Honeywell to assess Customer's financial condition and creditworthiness. Additionally, Customer authorizes Honeywell to obtain financial information regarding Customer from credit reporting agencies, Customer's banks and suppliers, and other such sources. Honeywell may, in its sole discretion, increase or decrease the amount of credit (if any) that Honeywell has extended to Customer in connection with this Agreement.

24. CYBERSECURITY INCIDENTS

Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a Cyber Incident (as defined by the United States Computer Emergency Readiness Team) or other similar cyber-related events and/or attacks that may affect Customer's site or systems, (b) Customer is solely responsible for ensuring that its sites and systems are protected against such a Cyber Incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a Cyber Incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Customer to Honeywell (in addition to fees otherwise due under the Agreement).

25. MISCELLANEOUS PROVISIONS

- 25.1 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior agreements and commitments with respect thereto. There are no oral or written understandings, terms, or conditions, and neither Party has relied upon any representations, express or implied, not contained in this Agreement.
- 25.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto. Any subsequent purchase order or other document unilaterally issued by Customer shall not be binding unless duly executed by both Parties.
- 25.3 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.
- 25.4 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.

- 25.5 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision held to be void. The Parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Paragraph shall not prevent this entire Agreement from being void should a provision which is the essence of this Agreement be determined to be void.
- 25.6 No Waiver. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- 25.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- 25.8 Standards and Codes. The latest edition or revision of any standards or codes referenced in this Agreement for performance of the Work shall apply, unless otherwise expressly set forth in this Agreement.
- 25.9 Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration; provided, that all warranties and licenses granted by Honeywell to Customer pursuant to this Agreement shall terminate upon Honeywell's termination for Customer's default based on Customer's failure to pay Honeywell in accordance with this Agreement.
- 25.10 Governing Law. This Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within the Southern District of New York for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against Owner in any jurisdiction. Owner will not bring a legal action more than two (2) years after the cause of action arose unless a shorter period is provided by applicable law.
- 25.11 Non-Assignment/Delegation by Customer. Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign this Agreement or any or all of its rights under this Agreement without Customer's consent.
- 25.12 Risk of Loss/Transfer of Title. Risk of loss or damage to any goods provided under this Agreement (excluding software and services) passes to Customer when Honeywell places the goods at Customer's disposal at the Honeywell Dock ("Delivery"). Title to goods passes to Customer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially

reasonable efforts to ship) in accordance with its standard lead time unless Customer's order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

25.13 Custom Orders. Special or custom orders ("Custom Orders") for products not listed in Honeywell's standard price list are non-cancelable. In the event of a cancellation of all or part of a Custom Order, Customer will be responsible for the full order.

26.14 Data Rights. Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, any services provided by Honeywell or its Affiliates under this Agreement ("Input Data"). Customer grants to Honeywell the right to duplicate, analyze, modify and otherwise use Input Data to provide, improve and develop the Offering and related products and services. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of Input Data. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement (if any) and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its Affiliates and are their proprietary information. Honeywell does not archive Input Data for Customer's future use. This Section 26.14 shall survive termination or expiration of this Agreement.

26.15 Remote Services. Customer agrees that Honeywell may provide some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "Systems") to enable such connection and/or remote Work. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain, and use for the purpose of providing the Work all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 26.15, to the extent such consent is required.

Leavenworth County Request for Board Action

| Date: February 29, 2024 To: Board of County Commissioners From: Jamie Miller | | | |
|--|--|--|--|
| Department Head Approval: | | | |
| To: Board of County Commissioners From: Jamie Miller Department Head Approval: | | | |
| Budget Review ☐ Administrator Review ⊠ Legal Review ☐ | | | |
| | | | |
| · | | | |
| Recommendation: Approval | | | |
| Health Department. This is an annual process, as the grants are through the Kansas State Budget cycle. The total request for the grants is \$512,821.15. This is the request with the award notification | | | |
| | | | |
| | | | |
| Budgetary Impact: | | | |
| | | | |

| То | be | completed | by State | Office - | Date | Recieved: | |
|----|----|-----------|----------|----------|------|-----------|--|
|----|----|-----------|----------|----------|------|-----------|--|

Grant Application Signature Page State of Kansas Department of Health and Environment

Grant Period: July 01 2024 - June 30 2025

1000 SW Jackson, Suite 340 Topeka, Kansas 66612-1365

This form, complete with signatures, is required to complete your Aid to Local and/or MIECHV application package.

Upload as an attachment under Work Area, Agency Imports and under the upcoming grant period year: 2025 for ATL and 2024 for MIECHV.

ATL applications due at noon on April 1, 2024.

MIECHV applications are due at noon on July 8, 2024.

Applications Due April 01, 2024

Applicant:(Name of Agency)

Leavenworth County Health Department

Address

500 Eisenhower Road, Suite 101 Leavenworth, Kansas 66048-5161

KGMS Administrator

Katie Schneider

KGMS Administrator Phone

Programs

| IAP SFY2025 | \$9,466.00 |
|---|--------------|
| PHEP SFY2025 | \$54,572.00 |
| MCH SFY2025 Returning Applicant (Funded in SFY2024) | \$124,583.01 |
| Child Care Licensing Program SFY2025 | \$44,000.00 |
| PMI SFY2025 - Returning (Funded in SFY2024) | \$35,544.98 |
| TPTCM SFY2025 - Returning (Funded in SFY2024) | \$39,217.00 |
| State Formula SFY2025 | \$123,822.07 |
| Family Planning SFY2025 - Returning Applicant | \$81,616.09 |
| Total | \$512,821.15 |

| Signatures | 1 |
|--|------------------------|
| President/Chairman Local Board of Health or Board of Directors | Administrator/Director |
| Date: | 3.6.2024 Date: |

Leavenworth County Request for Board Action

| Date: February 29, 2024 | | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| To: Board of County Commissioners | | | | | | | | |
| From: Public Works | | | | | | | | |
| Department Head Approval: WLN | | | | | | | | |
| Additional Reviews as needed: | | | | | | | | |
| Budget Review ⊠ Administrator Review ⊠ Legal Review ⊠ | | | | | | | | |
| Action Requested: Approve Finney and Turnipseed's proposal for Construction Engineering Services for bridge T-34 on 219 th Street. | | | | | | | | |
| Analysis: Public Works advertised for proposals and cost estimates for construction engineering services for this project. Two proposals were received. Kaw Valley's proposal did not include testing costs or adequate hours for the number of working days. Based on their proposed hours, they would only be on site for 5.5 hours each day. Finney and Turnipseed previously reviewed this bridge's design plans for the county to correct the inadequate design completed by Benesch. They included 9 hours per day for all working days in their cost estimate. They were the only firm that submitted on both bridges being advertised to keep our contracting work consistent. When hours were evaluated on the attached spreadsheet based on equal working hours for both firms, Finney and Turnipseed was the low cost proposal. | | | | | | | | |
| Alternatives: Deny or approval of Kaw Valley's proposal. | | | | | | | | |
| Budgetary Impact: \$59,250 | | | | | | | | |
| Not Applicable Budgeted item with available funds Non-Budgeted item with available funds through prioritization Non-Budgeted item with additional funds requested | | | | | | | | |

Additional Attachments: Proposal fee schedule comparison.

| | | | | | | | | | | | AVG HRS/Day (based on |
|--|-----------------------------|--------|-----------------------|----------|----------|-----------|-----------|------------|----------|--------------|--|
| Name | Position | Rate | Rate Pre-Construction | | | ruction | Post-Con: | struction | To | tal | 85 Working Days) |
| | Principal | | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | |
| | Project Manager | 120.00 | 2.00 | 240.00 | 5.00 | 600.00 | 2.00 | 240.00 | 9.00 | 1,080.00 | |
| Kaw Valley ORIGINAL | Project Inspector | 80.00 | 8.00 | 640.00 | 450.00 | 36,000.00 | 8.00 | 640.00 | 466.00 | 37,280.00 | 0.00 1,080.00 7,280.00 4,218.00 2,578.00 5.5 3,645.00 7,652.00 1,560.00 480.00 360.00 5,525.00 9,222.00 9.1 559,250. |
| | Mileage | 0.60 | 380.00 | 228.00 | 6,500.00 | 3,900.00 | 150.00 | 90.00 | 7,030.00 | 4,218.00 | |
| | Total Hours | | 8.00 | 1,108.00 | 450.00 | 40,500.00 | 8.00 | 970.00 | 466.00 | 42,578.00 | 5.5 |
| | | Rate | | | | | | | | | |
| | Principal | 135.00 | 5.00 | 675.00 | 20.00 | 2,700.00 | 2.00 | 270.00 | 27.00 | 3,645.00 | |
| | Project Inspector A | 66.00 | 4.00 | 264.00 | 714.00 | 47,124.00 | 4.00 | 264.00 | 722.00 | 47,652.00 | |
| | Project Inspector B | 65.00 | 0.00 | 0.00 | 24.00 | 1,560.00 | 0.00 | 0.00 | 24.00 | 1,560.00 | |
| Finney & Turnipseed | Soil Proctor & Aggregate | 480.00 | | 0.00 | 1.00 | 480.00 | | 0.00 | 1.00 | 480.00 | |
| | Concrete Cylinders - 6 Sets | 60.00 | | 0.00 | 6.00 | 360.00 | | 0.00 | 6.00 | 360.00 | |
| | Mileage | 0.65 | 460.00 | 299.00 | 7,860.00 | 5,109.00 | 180.00 | 117.00 | 8,500.00 | 5,525.00 | |
| | Total Hours | | 9.00 | 939.00 | 758.00 | 51,864.00 | 6.00 | 534.00 | 773.00 | 59,222.00 | 9.1 |
| | | | | | | | Subi | mitted Max | imum Fee | is \$59,250. | |
| | | | | | | | | | | | |
| | Principal | | | 0.00 | | 0.00 | | 0.00 | 0.00 | 0.00 | |
| Kaw Valley (Unit Prices with Finney Turnipseed Hours) | Project Manager | 120.00 | 5.00 | 600.00 | 20.00 | 2,400.00 | 2.00 | 240.00 | 27.00 | 3,240.00 | |
| | Project Inspector | 80.00 | 4.00 | 320.00 | 738.00 | 59,040.00 | 4.00 | 320.00 | 746.00 | 59,680.00 | |
| | Mileage | 0.60 | 380.00 | 228.00 | 6,500.00 | 3,900.00 | 150.00 | 90.00 | 7,030.00 | 4,218.00 | |
| rumpseed nodis) | Soil Proctor & Aggregate | 480.00 | | 0.00 | 1.00 | 480.00 | | 0.00 | 1.00 | 480.00 | |
| | Concrete Cylinders - 6 Sets | 60.00 | | 0.00 | 6.00 | 360.00 | | 0.00 | 6.00 | 360.00 | |
| | Total Hours | | 9.00 | 1,148.00 | 758.00 | 65,340.00 | 6.00 | 650.00 | 773.00 | 67,978.00 | 9.1 |

Leavenworth County Request for Board Action

| Date: February 29, 2024 | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| To: Board of County Commissioners | | | | | | | | | |
| From: Public Works | | | | | | | | | |
| Department Head Approval: WLN | | | | | | | | | |
| Additional Reviews as needed: | | | | | | | | | |
| Budget Review ⊠ Administrator Review ⊠ Legal Review ⊠ | | | | | | | | | |
| Action Requested: Approve Finney and Turnipseed's proposal for Construction Engineering Services for bridge A-49 on 211 th Street. | | | | | | | | | |
| Analysis: Public Works advertised for proposals and cost estimates for construction engineering services for this project. Only one proposal was received. Finney and Turnipseed previously reviewed this bridge's design plans for the county to correct the inadequate design completed by Benesch. They included 9 hours per day for all working days in their cost estimate. They were the only firm that submitted on both bridges being advertised to keep our contracting work consistent. | | | | | | | | | |
| Alternatives: Deny or approval of Kaw Valley's proposal. | | | | | | | | | |
| Budgetary Impact: \$59,250 | | | | | | | | | |
| Not Applicable Budgeted item with available funds Non-Budgeted item with available funds through prioritization Non-Budgeted item with additional funds requested | | | | | | | | | |

Additional Attachments: Proposal fee schedule

Bridge A-49

| | Principal | 135.00 | 5.00 | 675.00 | 20.00 | 2,700.00 | 2.00 | 270.00 | 27.00 | 3,645.00 | |
|---------------------|-----------------------------|--------|--------|--------|----------|-----------|--------|--------|----------|-----------|-----|
| | Project Inspector A | 66.00 | 4.00 | 264.00 | 714.00 | 47,124.00 | 4.00 | 264.00 | 722.00 | 47,652.00 | |
| | Project Inspector B | 65.00 | 0.00 | 0.00 | 24.00 | 1,560.00 | 0.00 | 0.00 | 24.00 | 1,560.00 | |
| Finney & Turnipseed | Soil Proctor & Aggregate | 480.00 | | 0.00 | 1.00 | 480.00 | | 0.00 | 1.00 | 480.00 | |
| | Concrete Cylinders - 6 Sets | 60.00 | | 0.00 | 6.00 | 360.00 | | 0.00 | 6.00 | 360.00 | |
| | Mileage | 0.65 | 460.00 | 299.00 | 7,860.00 | 5,109.00 | 180.00 | 117.00 | 8,500.00 | 5,525.00 | |
| | Total Hours | | 9.00 | 939.00 | 758.00 | 51,864.00 | 6.00 | 534.00 | 773.00 | 59,222.00 | 9.1 |

Submitted Maximum Fee is \$59,250.

Leavenworth County Request for Board Action

| Date: February 29, 2024 |
|---|
| To: Board of County Commissioners |
| From: Public Works |
| Department Head Approval: WLN |
| Additional Reviews as needed: |
| Budget Review ⊠ Administrator Review ⊠ Legal Review ⊠ |
| Action Requested: Approve the acceptance of the low bid by Ebert Construction for the replacement of T-34 on 219 th Street. |
| Analysis: This structure is located on 219 th Street and was part of the five bridge design package that was contracted with Benesch in 2018. The low bid came in under the engineer's estimate of \$867,647. Two bids were received and Ebert Construction was the low bidder at \$739,749.27. This was close to the 2023 engineer's estimate and did not have the same inflation that has been seen on other bids. Ebert Construction was the contractor for ST-100 and HP-19 and both of those projects were completed on time and on budget. The project is budgeted with ARPA Funds. |
| Alternatives: Deny and rebid |
| Budgetary Impact: \$765,640 (Bid plus 3.5% contingency) |
| Not Applicable Budgeted item with available funds Non-Budgeted item with available funds through prioritization Non-Budgeted item with additional funds requested |
| Additional Attachments: Bid tab. |



COUNTY OF LEAVENWORTH

Bridge T-34 Replacement BID OPENING ON 02.29.2024 BID TABULATION - FINAL



| Item | | | | I | Miles Excavating Basehor, KS | Total | E | Ebert Construction Wamego, KS | Total |
|------|--|------|----------|----|---------------------------------|-----------------|----|----------------------------------|------------------|
| No. | Item Description | Unit | Quantity | | Price | Total Price | | Price | Total Price |
| | , | | | | | | | | |
| 1 | Contractor Construction Staking | LS | 1 | \$ | 13,034.83 | \$ 13,034.83 | \$ | 5,600.00 | \$ 5,600.00 |
| 2 | Mobilization | LS | 1 | \$ | 66,176.69 | \$ 66,176.69 | \$ | 31,474.50 | \$ 31,474.50 |
| 3 | Removal of Existing Structures | LS | 1 | \$ | 20,244.28 | \$ 20,244.28 | \$ | 3,000.00 | \$ 3,000.00 |
| 4 | Clearing and Grubbing | LS | 1 | \$ | 28,953.70 | \$ 28,953.70 | \$ | 11,630.24 | \$ 11,630.24 |
| 5 | Common Excavation | CY | 1,184 | \$ | 30.22 | \$ 35,780.48 | \$ | 9.85 | \$ 11,662.40 |
| 6 | Compaction of Earthwork (All Types) | CY | 489 | \$ | 22.23 | \$ 10,870.47 | \$ | 5.52 | \$ 2,699.28 |
| 7 | Water (Grading)(Set) | MGAL | 1 | \$ | 35.00 | \$ 35.00 | \$ | 35.00 | \$ 35.00 |
| 8 | Guardrail, Steel Plate (MGS) | LF | 150 | \$ | 107.42 | \$ 16,113.00 | \$ | 89.00 | \$ 13,350.00 |
| 9 | Guardrail, End Terminal (MGS-SKT) | EA | 4 | \$ | 3,871.83 | \$ 15,487.32 | \$ | 3,608.00 | \$ 14,432.00 |
| 10 | Aggregate Ditch Lining | TON | 57 | \$ | 111.21 | \$ 6,338.97 | \$ | 63.93 | \$ 3,644.01 |
| 11 | Fence (Construction) (Temporary) | LF | 344 | \$ | 10.48 | \$ 3,605.12 | \$ | 20.95 | \$ 7,206.80 |
| 12 | Erosion Control (Class 2, Type E) | SY | 71 | \$ | 12.07 | \$ 856.97 | \$ | 3.68 | \$ 261.28 |
| 13 | Sediment Removal (Set Price) | CY | 1 | \$ | 35.00 | \$ 35.00 | \$ | 35.00 | \$ 35.00 |
| 14 | Temporary Berm (Set Price) | LF | 1 | \$ | 1.00 | \$ 1.00 | \$ | 1.00 | \$ 1.00 |
| | Temporary Ditch Check (Non-Rock) | LF | 60 | \$ | 18.10 | \$, | \$ | 101.12 | \$ 6,067.20 |
| 16 | Biodegradable Log (9") | LF | 30 | \$ | 2.41 | \$ | \$ | 6.80 | \$ 204.00 |
| | Biodegradable Log (12") | LF | 40 | \$ | 3.62 | \$ | \$ | 6.80 | \$ 272.00 |
| | Biodegradable Log (20") | LF | 240 | \$ | 14.48 | \$ 3,475.20 | \$ | 6.80 | \$ 1,632.00 |
| 19 | Filter Sock (12") | LF | 30 | \$ | 4.83 | \$ 144.90 | \$ | 10.33 | \$ 309.90 |
| | Filter Sock (18") | LF | 188 | \$ | 18.10 | \$ 3,402.80 | \$ | 10.33 | \$ 1,942.04 |
| 21 | Silt Fence | LF | 158 | \$ | 9.66 | \$ 1,526.28 | \$ | 3.77 | \$ 595.66 |
| 22 | Mulching | TON | 1.6 | \$ | 905.20 | \$ 1,448.32 | \$ | 296.87 | \$ 474.99 |
| | Water (Erosion Control) (Set Price) | MGAL | 1 | \$ | 35.00 | \$ 35.00 | \$ | 35.00 | \$ 35.00 |
| | Class I Excavation | CY | 151 | \$ | 53.88 | \$ 8,135.88 | \$ | 45.51 | \$ 6,872.01 |
| | Removal of Existing Structures | LS | 1 | \$ | 34,877.30 | \$, | \$ | 20,840.14 | \$ 20,840.14 |
| | Concrete Pavement (10" Uniform) (AE) (BRAPP) | SY | 84 | \$ | 415.15 | \$ 34,872.60 | \$ | 314.00 | \$ 26,376.00 |
| | Bridge Approach Slab Footing | CY | 25.8 | \$ | 677.20 | \$ 17,471.76 | \$ | 738.23 | \$ 19,046.33 |
| | Abutment Aggregate Drain | CY | 83 | \$ | 180.45 | \$, | \$ | 141.77 | \$ 11,766.91 |
| | Piles (Steel) (HP 10x42) | LF | 930 | \$ | 133.36 | \$, | \$ | 86.42 | \$ 80,370.60 |
| | Cast Steel Pile Points | EA | 34 | \$ | 132.40 | \$, | \$ | 268.47 | \$ 9,127.98 |
| | Concrete (Grade 4.0) (AE) (SA) | CY | 47.1 | \$ | 2,815.06 | \$, | \$ | 1,976.40 | \$ 93,088.44 |
| | Galvanized Corrugated Metal Sheet Piling | SF | 2,780 | \$ | 36.25 | \$ | \$ | 24.85 | \$ 69,083.00 |
| | Reinforced Steel (Grade 60) (Epoxy Coated) | LBS | 13,080 | \$ | 3.76 | \$ -, | \$ | 2.03 | \$ 26,552.40 |
| | Slope Protection (Riprap Stone) | CY | 245 | \$ | 211.35 | \$ | \$ | 136.32 | \$ 33,398.40 |
| | Structural Steel (A709) (GR36) (Galv) | LBS | 1,660 | \$ | 10.68 | \$ | \$ | 9.71 | \$ 16,118.60 |
| | Structural Steel (A709) (GR50W) | LBS | 4,540 | \$ | 5.30 | \$, | \$ | 3.54 | \$ 16,071.60 |
| | Structural Steel (M270) (GR50WT3) | LBS | 36,500 | \$ | 4.72 | \$ | \$ | 3.60 | \$ 131,400.00 |
| | Seeding (Permanent) | LS | 1 | \$ | 5,431.18 | \$ -, - | \$ | 5,568.07 | \$ 5,568.07 |
| | HMA Commercial Grade (Class A) | TON | 330 | \$ | 239.65 | \$ | \$ | 119.26 | \$ 39,355.80 |
| | Aggregate Base (AB-3) (6") | SY | 917 | \$ | 21.96 | \$, | \$ | 16.04 | \$ 14,708.68 |
| 41 | Traffic Control | LS | 1 | \$ | 4,151.84 | \$ 4,151.84 | \$ | 3,440.00 | \$ 3,440.00 |
| | | | | | | | | | |
| | BID PRICE | | | | | \$1,124,931.24 | | | \$739,749.27 |

Leavenworth County Contractor 5% local preference rule does not qualify. Bid difference from Low Bidder is 52%.

Leavenworth County Request for Board Action

| Date: February 29, 2024 |
|--|
| To: Board of County Commissioners |
| From: Public Works |
| Department Head Approval: WLN |
| Additional Reviews as needed: |
| Budget Review ⊠ Administrator Review ⊠ Legal Review ⊠ |
| Action Requested: Approve the acceptance of the low bid by Ebert Construction for the replacement of A-49 on 211 th Street. |
| Analysis: This structure is located on the northeast corner of the unincorporated area of Jarbalo. This project is one of the last two bridges from the 5 bridge design contract with Benesch in 2018. The engineer's estimate for project was \$874.068.46. The low bid was \$757,845.14. This bid cost is actually at the 2023 cost estimate that was received for the project. This project is budgeted with ARPA Funds. Ebert Construction has recently completed ST-100 on Fairmont Road and HP-19 over Stranger Creek during the past two years for the county. |
| Alternatives: Deny and rebid |
| Budgetary Impact: \$785,369 (Bid plus 3.5% contingency) |
| Not Applicable Budgeted item with available funds Non-Budgeted item with available funds through prioritization Non-Budgeted item with additional funds requested |
| Additional Attachments: Bid tab. |



COUNTY OF LEAVENWORTH





| Item | | | | N | Miles Excavating Basehor, KS | | Total | | Ebert Construction Wamego, KS | | Total |
|------|---|------|----------|----|---------------------------------|----|----------------|----|----------------------------------|----------|----------------|
| No. | Item Description | Unit | Quantity | | Price | | Total Price | | Price | | otal Price |
| | • | | | | | | | | | | |
| 1 | Contractor Construction Staking | LS | 1 | \$ | 13,518.26 | \$ | 13,518.26 | \$ | 5,600.00 | \$ | 5,600.00 |
| 2 | Mobilization | LS | 1 | \$ | 66,179.89 | \$ | | \$ | 36,349.84 | \$ | 36,349.84 |
| 3 | Removal of Existing Structures | LS | 1 | \$ | 13,609.50 | \$ | | \$ | 1,113.28 | \$ | 1,113.28 |
| | Clearing and Grubbing | LS | 1 | \$ | 19,303.40 | \$ | | \$ | 11,626.96 | \$ | 11,626.96 |
| | Common Excavation | CY | 621 | \$ | 19.28 | \$ | | \$ | 9.85 | \$ | 6,116.85 |
| | Common Excavation (Contractor Furnished) | CY | 463 | \$ | 39.79 | \$ | | \$ | 14.24 | \$ | 6,593.12 |
| | Rock Excavation (Pavement Removal) | CY | 185 | \$ | 85.95 | \$ | | \$ | 12.78 | \$ | 2,364.30 |
| | Compaction of Earthwork (Type AA)(MR 5-5) | CY | 867 | \$ | 17.95 | \$ | | \$ | 5.52 | \$ | 4,785.84 |
| 10 | Water (Grading)(Set) | MGAL | 1 | \$ | 35.00 | \$ | | \$ | 35.00 | \$ | 35.00 |
| 11 | Aggregate Ditch Lining | TON | 288 | \$ | 111.22 | \$ | | \$ | 71.29 | \$ | 20,531.52 |
| | Guardrail, Steel Plate (MGS) | LF | 175 | \$ | 119.49 | \$ | | \$ | 99.00 | \$ | 17,325.00 |
| | Guardrail, Steel Plate (MGSD MSKT) (Alt 1) | EA | 2 | \$ | 3,934.78 | \$ | | \$ | 5,060.00 | \$ | 10,120.00 |
| 14 | Guardrail, Steel Plate (MGS Softstop) (Alt 2) | EA | 2 | Ψ | 3,934.70 | \$ | | Ψ | 3,000.00 | \$ | 10,120.00 |
| | Entrance Pipe (18") | LF | 65 | \$ | 141.80 | \$ | | \$ | 77.60 | \$ | 5,044.00 |
| | End Section (18") | EA | 4 | \$ | 1,238.29 | \$ | | \$ | 495.07 | \$ | 1,980.28 |
| | Erosion Control (Class 2, Type E) | SY | 264 | \$ | 7.24 | \$ | | \$ | 3.84 | \$ | 1,013.76 |
| 18 | Temporary Berm (Set Price) | LF | 1 | \$ | 1.00 | \$ | | \$ | 1.00 | \$ | 1.00 |
| 19 | Temporary Ditch Check (Rock) | CY | 227.2 | \$ | 177.05 | \$ | | \$ | 101.09 | \$ | 22,967.65 |
| - | Biodegradable Log (9") | LF | 8 | \$ | 2.41 | _ | | \$ | | _ | |
| | Biodegradable Log (12") | LF | 10 | \$ | 3.62 | \$ | | \$ | 4.53 | \$ \$ | 36.24 54.20 |
| | Biodegradable Log (12) | LF | 78 | \$ | | _ | | _ | 5.42 | | |
| | Filter Sock (12") | LF | 8 | | 14.48 | \$ | | \$ | 6.72 | \$ | 524.16 |
| 23 | | LF | 78 | \$ | 4.83 | \$ | | \$ | 6.32 | \$ | 50.56 |
| | Filter Sock (18") | CY | 1 | \$ | 18.10 | \$ | | \$ | 7.15 | \$ | 557.70 |
| 25 | Sediment Removal (Set Price) | MGAL | | \$ | 40.00 | \$ | | \$ | 40.00 | \$ | 40.00 |
| | Water (Erosion Control) (Set Price) | | 1 | \$ | 35.00 | \$ | | \$ | 35.00 | \$ | 35.00 |
| | Mulching | TON | 1.7 | \$ | 905.24 | \$ | | \$ | 296.78 | \$ | 504.53 |
| | Class I Excavation | CY | 150 | \$ | 78.11 | \$ | , | \$ | 19.69 | \$ | 2,953.50 |
| | Removal of Existing Structures | LS | 1 | \$ | 33,529.91 | \$ | • | \$ | 16,500.00 | \$ | 16,500.00 |
| | Concrete Pavement (10" Uniform) (AE) (BRAPP) | SY | 95 | \$ | 420.63 | \$ | | \$ | 252.71 | \$ | 24,007.45 |
| | Bridge Approach Slab Footing | CY | 29 | \$ | 671.48 | \$ | | \$ | 707.08 | \$ | 20,505.32 |
| | Abutment Aggregate Drain | CY | 85 | \$ | 181.23 | \$ | | \$ | 140.85 | \$ | 11,972.25 |
| | Piles (Steel) (HP 10x42) | LF | 1,059 | \$ | 133.20 | \$ | | \$ | 82.93 | \$ | 87,822.87 |
| | Cast Steel Pile Points | EA | 34 | \$ | 132.40 | \$ | | \$ | 177.06 | \$ | 6,020.04 |
| | Concrete (Grade 4.0) (AE) (SA) | CY | 42 | \$ | 2,893.44 | \$ | | \$ | 1,824.95 | \$ | 76,647.90 |
| | Galvanized Corrugated Metal Sheet Piling | SF | 4,578 | \$ | 29.19 | \$ | | \$ | 22.21 | \$ | 101,677.38 |
| | Reinforced Steel (Grade 60) (Epoxy Coated) | LBS | 11,920 | \$ | 3.03 | \$ | | \$ | 2.08 | \$ | 24,793.60 |
| 38 | Slope Protection (Riprap Stone) | CY | 178 | \$ | 212.39 | \$ | | \$ | 126.79 | \$ | 22,568.62 |
| 39 | Structural Steel (A709) (GR36) | LBS | 1,530 | \$ | 15.59 | \$ | | \$ | 11.58 | \$ | 17,717.40 |
| 40 | Structural Steel (A709) (GR50W) | LBS | 3,400 | \$ | 10.32 | \$ | | \$ | 6.10 | \$ | 20,740.00 |
| 41 | Structural Steel (M270) (GR50WT3) | LBS | 24,960 | \$ | 4.70 | \$ | • | \$ | 4.08 | \$ | 101,836.80 |
| 42 | Seeding (Permanent) | LS | 1 | \$ | 5,431.44 | \$ | | \$ | 1,643.51 | \$ | 1,643.51 |
| | HMA Commercial Grade (Class A) | TON | 421 | \$ | 207.36 | \$ | | \$ | 109.00 | \$ | 45,889.00 |
| | Aggregate Base (AB-3) (4") | SY | 968 | \$ | 18.60 | \$ | | \$ | 11.29 | \$ | 10,928.72 |
| 45 | Pavement Marking (Multi-Compnent) (White) (6") | LF | 740 | \$ | 4.83 | \$ | 3,574.20 | \$ | 4.00 | \$ | 2,960.00 |
| 46 | Pavement Marking (Multi-Compnent) (Yellow) (4") | LF | 740 | \$ | 3.02 | \$ | 2,234.80 | \$ | 2.50 | \$ | 1,850.00 |
| 47 | Traffic Control | LS | 1 | \$ | 4,152.04 | \$ | 4,152.04 | \$ | 3,440.00 | \$ | 3,440.00 |
| | | | | | | | | | | | |
| | BID PRICE | | | | | | \$1,187,546.31 | | | | \$757,845.14 |

Leavenworth County Contractor 5% local preference rule does not qualify. Bid difference from Low Bidder is 57%.

Leavenworth County Request for Board Action

Date: February 29, 2024 To: **Board of County Commissioners** From: Public Works **Department Head Approval: WLN** Additional Reviews as needed: **Budget Review** ⊠ **Administrator Review** ⊠ **Legal Review** ⊠ Action Requested: Approve the acceptance of the low bid by MegaKC Corp for the replacement of box culverts SH-63, HP-29, and HP-30. **Analysis:** Two of these box culverts are on Eisenhower Road and the other is on the curve between 158th and Golden Road. Public Works advertised for bids on Drexel and on the county website. Two bids were received. Both bids were considerably higher than the engineers estimate from last year of \$1,128,375. This projects is being paid for with a combination ARPA funds and 220 Special Highway funds. This project is under a very short time line and cannot be rebid and have the work completed this year. We have seen this same significant increased cost on other bridges over the past twelve months. While this is unfortunate, we still have the funds necessary to complete the work and I do not anticipate prices going down in the short term. The engineer's estimate came from Benesch/MHS. They now have a history of providing the low bid on projects. Alternatives: Deny and rebid **Budgetary Impact: \$1,564,500 (Bid plus 3.5% contingency)** Not Applicable Budgeted item with available funds Non-Budgeted item with available funds through prioritization Non-Budgeted item with additional funds requested

Additional Attachments: Bid tab.



COUNTY OF LEAVENWORTH

3 CULVERT(HP-29, HP-30, S-63) BID OPENING ON 02.27.2024 BID TABULATION - FINAL



| Item | | | | | Lexeco Leavenworth, KS | Total | | MegaKC Corp KCMO | | Total | |
|---|---|----------------|----------|----|---------------------------|-------|----------------------|---------------------|--------------|-------|--------------|
| No. | Item Description | Unit | Quantity | | Price | | Total Price | | Price | T | otal Price |
| | Common Items | | | | | | | | | | |
| 1 | Mobilization | L | 1 | \$ | 135,000.00 | \$ | 135,000.00 | \$ | 75,000.00 | \$ | 75,000.00 |
| 2 | Removal of Existing Structures | L | 1 | \$ | 56,800.00 | \$ | 56,800.00 | \$ | 88,857.82 | \$ | 88,857.82 |
| 3 | Clearing, Grubbing, & Demolition | L | 1 | \$ | 28,000.00 | \$ | 28,000.00 | \$ | 3,750.00 | \$ | 3,750.00 |
| 4 | Contractor Construction Staking | L | 1 | \$ | 6,000.00 | \$ | 6,000.00 | \$ | 18,500.00 | \$ | 18,500.00 |
| 5 | Traffic Control | L | 1 | \$ | 10,900.00 | \$ | 10,900.00 | \$ | 13,330.00 | \$ | 13,330.00 |
| | Culvert HP-29 | | | | | | | | | | |
| 6 | Earthwork | L | 1 | \$ | 47,400.00 | \$ | 47,400.00 | \$ | 66,500.00 | \$ | 66,500.00 |
| | Common Excavation (Unclassified) VMF = 0.90 | С | 584 | | FYI | | FYI | | Ì | | |
| | Type B (MR-90) Compaction VMF = 0.90 | С | 1153 | | FYI | | FYI | | | | |
| | Contractor Furnished | С | 697 | | FYI | | FYI | | | | |
| 7 | KDOT Class A Commercial Grade HMA (2") Surface | S | 162 | \$ | 26.75 | \$ | 4,333.50 | \$ | 22.84 | \$ | 3,700.08 |
| | KDOT Class A Commercial Grade HMA (6") Base | S | 162 | \$ | 62.80 | \$ | 10,173.60 | \$ | 63.25 | \$ | 10,246.50 |
| 9 | Aggregate Base (AB-3) (4") | S | 176 | \$ | 23.00 | \$ | 4,048.00 | \$ | 13.00 | \$ | 2,288.00 |
| | Pavement Marking (Multi-Component) (White) (4") | L | 120 | \$ | 2.20 | \$ | 264.00 | \$ | 2.75 | \$ | 330.00 |
| | Pavement Marking (Multi-Component) (Yellow) (4") | L | 75 | \$ | 2.20 | \$ | 165.00 | \$ | 2.80 | \$ | 210.00 |
| 12 | Granular Backfill | С | 264 | \$ | 83.50 | \$ | 22,044.00 | \$ | 84.25 | \$ | 22,242.00 |
| | 12'x12' Double Cell Precast RCB with Hubguard | L | 80 | \$ | 4,580.00 | \$ | 366,400.00 | \$ | 4,600.00 | \$ | 368,000.00 |
| 14 | RCB wingwalls | E | 4 | \$ | 44,200.00 | \$ | 176,800.00 | \$ | 17,525.00 | \$ | 70,100.00 |
| | Foundation Stabilization | С | 62 | \$ | 163.10 | \$ | 10,112.20 | \$ | 87.50 | \$ | 5,425.00 |
| | Rip Rap (DKOT Light 24") | S | 404 | \$ | 124.20 | \$ | 50,176.80 | \$ | 79.00 | \$ | 31,916.00 |
| | Permanent Seeding | L | 1 | \$ | 1,400.00 | \$ | 1,400.00 | \$ | 1,400.00 | \$ | 1,400.00 |
| | Erosion Control | T _L | 1 | \$ | 5,700.00 | \$ | 5,700.00 | \$ | 600.00 | \$ | 600.00 |
| | Culvert HP-30 | | | Ψ. | 0,700.00 | Ψ | 0,700.00 | Ψ | 000.00 | Ψ | 000.00 |
| 19 | Earthwork (unclassified) | L | 1 | \$ | 45,900.00 | \$ | 45,900.00 | \$ | 91,200.00 | \$ | 91,200.00 |
| | Common Excavation (Unclassified) VMF = 0.90 | С | 1430 | Ψ | FYI | Ψ | FYI | Ψ | FYI | Ψ | FYI |
| | Type B (MR-90) Compaction VMF = 0.90 | С | 2041 | | FYI | | FYI | | FYI | | FYI |
| | Contractor Furnished Embankment | С | 838 | | FYI | | FYI | | FYI | | FYI |
| 20 | KDOT Class A Commercial Grade HMA (2") Surface | S | 171 | \$ | 26.75 | \$ | 4,574.25 | \$ | 23.00 | \$ | 3,933.00 |
| | KDOT Class A Commercial Grade HMA (6") Base | S | 171 | \$ | 62.80 | \$ | 10,738.80 | \$ | 63.25 | \$ | 10,815.75 |
| | Aggregate Base (AB-3) (4") | S | 185 | \$ | 23.00 | \$ | 4,255.00 | \$ | 8.11 | \$ | 1,500.35 |
| | Pavement Marking (Multi-Component) (White) (4") | L | 128 | \$ | 2.20 | \$ | 281.60 | \$ | 2.75 | \$ | 352.00 |
| | Pavement Marking (Multi-Component) (Yellow) (4") | T. | 80 | \$ | 2.20 | \$ | 176.00 | \$ | 2.75 | \$ | 220.00 |
| 25 | Granular Backfill | C | 178 | \$ | 83.50 | \$ | 14,863.00 | \$ | 79.50 | \$ | 14,151.00 |
| 26 | Contech #31 Aluminum Box Culvert | L | 114 | \$ | 2,220.00 | \$ | 253,080.00 | \$ | 1,800.00 | \$ | 205,200.00 |
| | RCB wingwalls | E | 4 | \$ | 24,400.00 | \$ | 97,600.00 | \$ | 24,125.00 | \$ | 96,500.00 |
| 28 | Foundation Stabilization | CY | 46 | \$ | 202.00 | \$ | 9,292.00 | \$ | 76.75 | \$ | 3,530.50 |
| | Rip Rap (KDOT Light24") | SY | 984 | \$ | 124.20 | \$ | 122,212.80 | \$ | 73.00 | \$ | 71,832.00 |
| | Permanent Seeding | LS | 1 | \$ | 1,800.00 | \$ | 1,800.00 | \$ | 1,400.00 | \$ | 1,400.00 |
| 31 | Erosion Control | LS | 1 | \$ | 6,300.00 | \$ | 6,300.00 | \$ | 600.00 | \$ | 600.00 |
| 01 | Culvert SH-63 | | ' | Ψ | 0,300.00 | Ψ | 0,300.00 | Ψ | 000.00 | Ψ | 000.00 |
| 32 | Earthwork (unclassified) | LS | 1 | \$ | 19,700.00 | \$ | 19,700.00 | \$ | 20,000.00 | ¢ | 20,000.00 |
| 02 | Common Excavation (Unclassified) VMF = 0.90 | CY | 140 | Ψ | FYI | Ψ | FYI | Ψ | FYI | Ψ | FYI |
| | Type B (MR-90) Compaction VMF = 0.90 | CY | 351 | | FYI | | FYI | | FYI | | FYI |
| | Contractor Furnished | CY | 251 | | FYI | | FYI | | FYI | | FYI |
| 33 | KDOT Class A Commercial Grade (2") Surface | SY | 131 | \$ | 27.35 | ¢ | | Φ. | | ¢. | |
| | KDOT Class A Commercial Grade (2) Surface KDOT Class A Commercial Grade (6") Base | SY | 131 | • | | \$ | 3,582.85 8,226.80 | \$ | 23.00 | \$ | 3,013.00 |
| | Aggregate Base (AB-3) (4") | SY | 142 | \$ | 62.80 | \$ | · | \$ | 63.25 | \$ | 8,285.75 |
| | Pavement Marking (Multi-Component) (White) (4") | LF | 104 | \$ | 23.10 | \$ | 3,280.20 228.80 | <u>\$</u> | 8.25 2.75 | \$ | 1,171.50 |
| | Pavement Marking (Multi-Component) (Write) (4") Pavement Marking (Multi-Component) (Yellow) (4") | LF | 102 | | | | | _ | | \$ | 286.00 |
| | Granular Backfill | CY | | \$ | 2.20 | \$ | 224.40 | \$ | 2.75 | \$ | 280.50 |
| | Contech #43 Aluminum Box Culvert with Wingwalls | _ | 271 | \$ | 76.00 | \$ | 20,596.00 | \$ | 130.00 | \$ | 35,230.00 |
| | _ | LS | 1 | \$ | 134,100.00 | \$ | 134,100.00 | \$ | 130,000.00 | \$ | 130,000.00 |
| | Concrete (Grade 5.0) with reinforcing steel | CY | 32 | \$ | 1,334.75 | \$ | 42,712.00 | \$ | 425.00 | \$ | 13,600.00 |
| | Rip Rap (KDOT Light24") | SY | 165 | \$ | 123.15 | \$ | 20,319.75 | \$ | 84.25 | \$ | 13,901.25 |
| | Erosion Control (Class2)(type F) | SY | 24 | \$ | 13.50 | \$ | 324.00 | \$ | 16.75 | \$ | 402.00 |
| | Permanent Seeding | LS | 1 | \$ | 1,100.00 | \$ | 1,100.00 | \$ | 1,400.00 | \$ | 1,400.00 |
| 44 | Erosion Control | LS | 1 | \$ | 7,540.00 | \$ | 7,540.00 | \$ | 400.00 | \$ | 400.00 |
| | BID PRIC | | | | | | \$1,768,725.35 | | | \$ | 1,511,600.00 |
| Leavenworth County Contractor 5% local preference rule does not qualify. Bid difference from Low Bidder is 17%. | | | | | | | | | | | |



February 26, 2024

Board of County Commissioners Leavenworth County 300 Walnut Street Leavenworth, KS 66048

Re: Support for Midco Broadband Acceleration Grant 4.0 Application

Dear Commissioners,

In keeping with our collective goal of closing the digital divide in Leavenworth County, Midco is planning to apply for the Kansas Office of Broadband Development's current Broadband Acceleration Grant 4.0 round. The proposed project will connect approximately 364 homes and businesses in Tonganoxie and Stranger Townships (map attached) with high-speed broadband, capable of 5 Gbps speeds.

Midco has appreciated your support for previous broadband grant applications. The Kansas Office of Broadband Development, in their updated program guidelines, now requires, rather than encourages, a co-investment from a local entity. In order to comply with this requirement, Midco would respectfully request a co-investment contribution from Leavenworth County of \$20,000 toward this BAG 4.0 project.

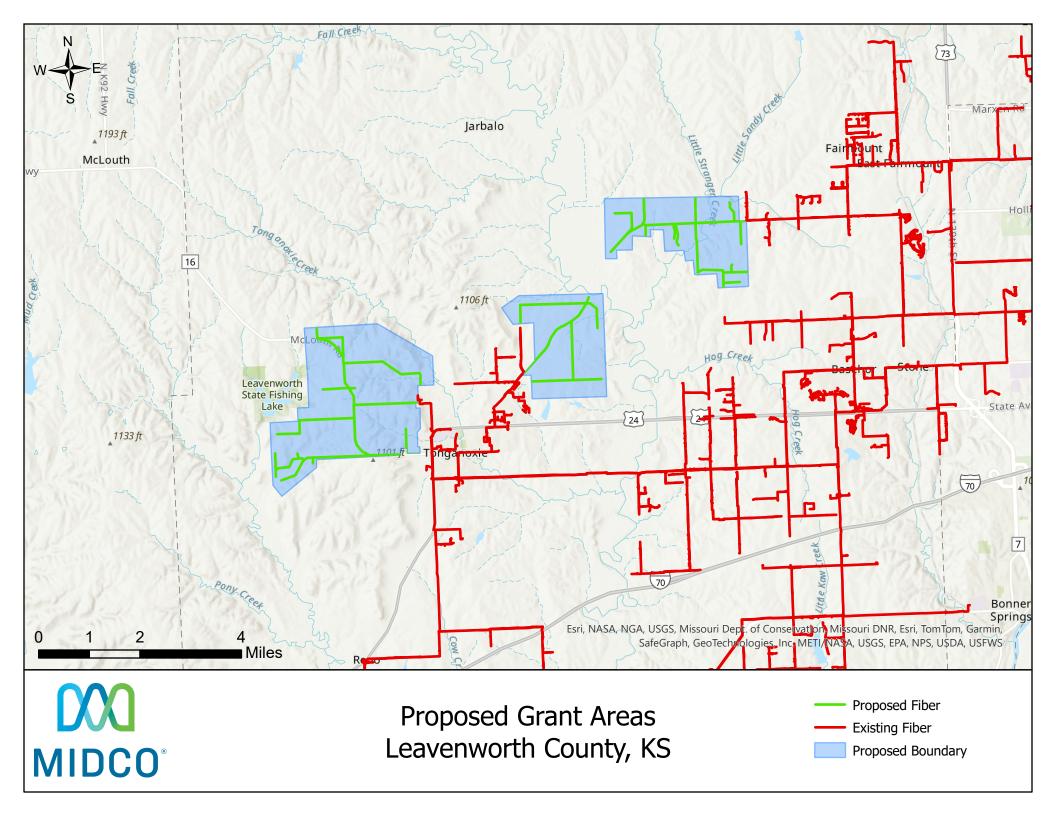
This partnership, if approved, will demonstrate Midco and Leavenworth County's shared commitment to connecting the remaining unserved residents in the region. Midco will invest \$1.4 million towards the \$2.4 million total project cost. The remaining \$1 million will be requested from the Kansas Office of Broadband Development.

Sincerely,

Andrew Curley

Ars C

Senior Director of Government Relations



WORK SESSION MATERIAL ONLY



COUNTY OF LEAVENWORTH

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

From the office of Thomas A. Cole, Economic Development Administrator Email: tcole@leavenworthcounty.gov

March 6, 2024

RE: WORK SESSION - ECONOMIC DEVELOPMENT

Board of County Commissioners:

The following document serves as a draft of the Economic Development Strategic Plan. This is NOT a completed document and is currently formatted with room for note taking and/or your edits. Following the work session, I will incorporate any feedback from the County Commission prior to sharing with our economic development partners including Leavenworth County Development Corporation, the Port Authority, Chamber of Commerce and the incorporated communities within the County with the desire to obtain their feedback including additions, alterations, clarifications, etc.

The intent of the work session is to assure the document is generally in accordance to the desires of the Commission.

Thomas A. Cole, CEcD

Administrator - Economic Development

Introduction:

Leavenworth County has a rich history dating back to the 19th Century. Established on August 30, 1855, the County was one of 36 original counties in the Kansas Territory and was named after Colonel Henry Leavenworth. The county is home to its namesake, Fort Leavenworth, one of the oldest active military installations west of the Mississippi River. Established in 1827, the fort played a significant role in the westward expansion and served as a key military outpost during various periods in American history and continues to serve as an exemplary facility for the US Army Combined Arms Center and US Army Command and General Staff College. Fort Leavenworth is often referred to as the Intellectual Center of the Army."

The late 19th century featured the beginning of economic development in the County as railroads were developed and allowed the passage, exchange and trade of goods throughout the region. The early infrastructure allowed the county to flourish as an agricultural and production hub which led to its early growth.

Throughout the 1900's the population continued to increase as the Kansas City metropolitan area grew and first tier suburbs became popular for residential development and commercial growth. While those communities closer to the urban core of Kansas City experienced rapid growth, many like Leavenworth County maintained a steady pace of development allowing for many commercial and residential options including small downtown businesses, manufacturers and housing choices encompassing both suburban and rural offerings.

Today, Leavenworth County finds itself on the cusp of a new era of economic development. While much of the immediate Kansas City area has developed, areas like our are being desired for future development. Rather than simply allowing commerce to dictate the future, we desire to play a role in shaping the future based on the desires of our citizens, businesses and communities with a discerning blend of new development, preserving and retaining existing businesses, the attraction of new firms, assisting the development of entrepreneurship, tourism, workforce development and community amenities that support the quality of life our citizens demand.

The purpose of this strategic plan is to identify our current position as a community and to identify where we desire to be with action items providing a course of action for the next decade. Of note, the location of future developments shall coincide with the Comprehensive Plans established by Leavenworth County and the communities within.

Mission and Vision:

Mission Statement:

To foster sustainable economic growth and prosperity for Leavenworth County, Kansas, by leveraging our unique assets, cultivating strategic partnerships and providing resources and support to businesses, entrepreneurs and communities within the County.

Vision Statement:

Leavenworth County, Kansas, aspires to become a thriving economic hub characterized by diverse industries, vibrant communities, and abundant opportunities for innovation, employment and quality of life. We envision a future where our region is recognized for its resilience, business-friendly approach, and forward-thinking approach to economic development, creating a prosperous legacy for generations to come.

Situation Analysis:

The situation analysis is an honest assessment of the Strengths, Weaknesses, Opportunities and Threats available to Leavenworth County relative to competitiveness and potential development into the future.

Strengths:

Strategic Location:

Located in the northwest corner of the Kansas City MSA, Leavenworth County features proximity to major transportation routes, including highways and railways, enhancing accessibility for businesses and residential citizens. Our location is less than 30 minutes to downtown Kansas City, Missouri, Lawrence Kansas, Kansas City International Airport and countless attractions and commercial offerings.

Diverse Workforce:

Due to a high concentration of government, military, education, manufacturing, distribution, food processing (human & animal), agriculture and light industrial firms, Leavenworth County features a diverse and skilled workforce, offering a wide range of talents. Additionally, the quality school districts, the Kansas City Kansas Community College - Pioneer Career Center and University of St. Mary are located within the County. The University of Kansas (Lawrence, KS) is a quick 30-minute drive.

Military Presence:

The presence of Fort Leavenworth contributes to stability and economic activity. Additionally, many retired members of the military opt to remain in the County once their service has concluded. As such, these skilled men and women are available to apply their talents with positions within Leavenworth County firms.

Natural Resources:

The County features an abundance of agricultural resources and landscapes, supporting local industries and tourism. While tourism has not historically been a key focus of the County, it can be something to evaluate for future programming as several entrepreneurs are featuring offerings that foster eco or agri-tourist activities.

Historical Significance:

The County hosts a rich historical heritage and landmarks that can be leveraged for cultural tourism and economic development.

Affordable Housing:

In comparison to much of the Kansas City area, Leavenworth County remains an affordable housing market hosting a diverse stock of housing types and varying levels of affordability.

Weaknesses:

Marketing Educational Opportunities:

While the County has quality educational partners mentioned in the "Strengths" category, a widespread awareness of such offerings may not be known outside of the County.

Infrastructure Challenges:

As with many communities, aging infrastructure and limited public transportation could hinder efficient business operations. While the County does have access to vital infrastructure, a rapid east-west connector does not exist aside from Interstate 70 which is at the extreme south of the County. Additionally, the primary north-south route is Kansas

Highway 7 which includes numerous traffic signals that slow the movement of goods; this is not a desirable situation for potential businesses that rely on trucking logistics. Those firms that do rely on trucking, typically focus on locations in the south portion of the County with more rapid access to I-70.

Economic Dependency:

A potential weakness could include a reliance on certain industries, such as military and agriculture, which could pose vulnerability during economic shifts. However, Fort Leavenworth is among the most critical facilities in the US Army and is likely to remain in place for many generations.

Limited Innovation Ecosystem:

The County may lack a robust innovation ecosystem and technology infrastructure that hinders the growth of tech-based industries. While broadband connections are available in the primary communities within the County, a large area continues to exist where internet access is challenging or non-existent. The County and its partner organizations offer innovative and small business start-up support, however marketing such efforts can be improved.

Limited Availability of Shovel-Ready Large Sites and Available Existing Buildings:

National and global site selection criteria for economic development projects have dramatically increased in land size and utility volume requirements over the past decade. While Leavenworth County has a few business parks with vacancies, the County currently does not have a location offering large acreage and on-site availability of heavy-load electric, water, gas and broadband access.

Leavenworth County is also often ruled out by prospective businesses as we lack a volume or inventory of available commercial buildings, particularly over 60,000 sf.

Perception Challenges:

As Leavenworth County has historically been identified as a rural area, marketing the County as a growing expansion of the Kansas City area likely hasn't allowed the perception to meet the reality of the community's growth, opportunities, housing affordability and amenities which are attractive to potential businesses and residents.

Opportunities:

Clustering Industries:

The County has an opportunity to promote its existing concentration of business types to complimentary firms seeking new or expanded locations. The entire Kansas City region has identified a number of cluster industries including biosciences, food production and veterinary products. Leavenworth County hosts a number of those firms and can promote itself as a standout location for such businesses.

Proximity to Panasonic (DeSoto, KS):

As Panasonic is constructing an 8,000 employee electric vehicle battery plant in DeSoto, Kansas minutes from the southern border of Leavenworth County, two primary opportunities exist:

- 1) to increase residential offerings to accommodate the likely influx of residents by working with housing developers to identify locations and adherence to building codes, and/or
- 2) to potentially provide business/industry locations for suppliers and ancillary operations of the Panasonic facility.

Marketing Educational and Workforce Offerings:

Local and potential new businesses could benefit from a better understanding of the educational and vocational training programs available to cultivate a skilled workforce for emerging industries.

Marketing Entrepreneurship and Innovative Offerings:

Expand marketing efforts to establish the county as a hub for innovation, attracting startups and fostering entrepreneurship.

Emphasize Tourism Through Marketing:

The County could create a Tourism Committee to capitalize on historical and natural assets to expand tourism, ecotourism and agri-tourism. This has not historically been pursued, however this is likely an economic component that can be fostered toward positive growth by attracting new visitors to the amenities and businesses that function within the tourism space.

Infrastructure and Site Development:

The County should continue to invest in modern infrastructure, including transportation and utilities, to attract businesses and facilitate growth. The infrastructure should be located in a manner that connects people, goods and assets expeditiously.

Additionally, the County and its partners should identify and plan for the creation of shovel-ready sites that meet the needs of the firms currently seeking large acreages with sufficient utility and infrastructure access.

Threats:

Economic Downturns:

As the economy is cyclical, restrictions in economic activity occur nearly every decade. The relevant threat would include facility or industry downsizing and/or closures. As Leavenworth County is home to a variety of business types, the cumulative impact of a downward cycle devastating one industry, would create a less than optimal economy, but would not likely lead to a prolonged downward shift. For example, the COVID-19 pandemic impacted virtually every business sector, yet the resilience of our industries, institutions and businesses widely prevailed despite immense challenges.

Competitive Regions:

Competition within the region, state and nation will always be contemplated as a potential threat. Availability of land, human capital, abundant utilities, cost of living, sophisticated infrastructures and preferred lifestyle choices are factors in determining whether a business relocates from, expands or expands to any given community. The manner to combat this is to maintain, improve and pursue additional advancements in both the business environment and quality of life offered in Leavenworth County.

Environmental and Health Risks:

This includes events associated with environmental factors, such as extreme weather events affecting agriculture and infrastructure and/or sudden threats to the healthy well being of our community including pandemics. Such events have the potential to greatly impact the movement, availability and production of goods.

Regulatory Challenges:

Potential challenges stemming from changing governmental (all levels) regulations impacting certain industries.

Workforce Mobility and Advances in Workforce Technology:

A tremendous threat is the attraction and retention of employees due to workforce mobility and competition with urban areas. Since 2020, workforce issues have impacted nearly every community in America due to layoffs, closures and supply chain constraints caused by the COVID-19 pandemic. As the pandemic came to a conclusion, much of the displaced workforce did not return to on-site employment, but opted to seek work from home arrangements and/or

establish online businesses of their own which left a gap in the employment needs of businesses. In short, a lack of available workforce is a critical issue.

Situational Analysis Conclusion:

Leveraging strengths, addressing weaknesses, capitalizing on opportunities, and mitigating threats will be crucial for fostering sustainable economic development in Leavenworth County, Kansas. A strategic approach, collaboration, and adaptability will play key roles in navigating the dynamic landscape of economic growth.

Trends in the Economy:

The past decade has yielded tremendous shifts in not only the traditional measurements of the economy, but major alterations to the manner in which people work, where they physically work, how they interface with labor and commerce as well as how consumers choose to purchase goods and services. Additionally, the same timespan has shown dramatic alterations to housing preferences nationwide.

Industrial and Commercial Market Trends:

The size, scale and demands of industrial development projects has dramatically changed over the past decade. Prospective projects are seeking properties in excess of 80 acres, often hundreds of acres, access to massive amounts of electricity often measured in Gigawatts, large volumes of water and keen broadband access. Additionally, such projects also expect rapid development schedules yielding a shorter time to operation. Finally, the demand for existing buildings has been amplified.

As the COVID-19 pandemic exposed costly threats to the global supply chain, the industrial and commercial markets have responded by increasing and enlarging the ability to hold and control both materials for production and finished goods. For six decades, Just-In-Time production methods led the way; today we're seeing a Just-In-Case production ideology prevalent in the market.

Office Market Trends:

Similarly, to the Industrial and Commercial markets, the COVID-19 pandemic deeply altered the manner in which traditional office space was utilized. In short, many businesses opted for office employees to work from home and a great many have opted to continue the practice. As such, available office space is abundant throughout the Kansas City area. While Leavenworth County hosts many small offices, medical office buildings, financial institution buildings, etc, it is anticipated that future office development will be slow.

Retail Market Trends:

Retail is currently faced with two significant challenges, workforce shortages and technology. While many retailers have a tremendous interest in expanding, increasing locations and testing new markets, it is also deeply concerned with vast workforce shortages and fear making capital investments that result in poor service, poor performance and inadequate staffing. Relative to technology, many retailers are evaluating the validity of traditional brick and mortar locations when trends suggest online purchases are more convenient and preferred by customers when practical/available.

Housing Market Trends:

In 2024, the housing market continues to be challenged by issues of affordability and changes in housing preferences particularly by the under forty population. Traditional "starter homes" are nearly non-existent as material costs, property costs and construction costs have dramatically escalated and those dwellings formerly developed for first-time buyers are now priced well above the affordability of that demographic. The younger generation is seeking small homes with small lots and generally do not desire participation in items like mowing, snow removal and general maintenance. Additionally, many never intend to reside in dwellings aside from apartments, condominiums and duplexes as they view dwellings as merely a place to affordably reside while utilizing non-housing funds on experiences, travel and technology.

Demographic Analysis:

The Demographic analysis was completed in 2023 in conjunction with the Workforce Partnership of Johnson, Leavenworth and Wyandotte Counties and final analysis was completed by Chmura Economics and Analytics.

Demographic Profile

The population in Leavenworth County, Kansas was 81,601 per American Community Survey data for 2017-2021.

The region has a civilian labor force of 37,172 with a participation rate of 60.2%. Of individuals 25 to 64 in Leavenworth County, Kansas, 36.3% have a bachelor's degree or higher which compares with 35.1% in the nation.

The median household income in Leavenworth County, Kansas is \$80,853 and the median house value is \$207,500.

Summary¹

| | Percent | | | Value | | | |
|---|----------------|---------------|--------------|----------------|----------------------|---------------------------|--|
| | Leavenworth | K | 1154 | Leavenworth | K | Hea | |
| Demographics | County, Kansas | Kansas | USA | County, Kansas | Kansas | USA | |
| Population (ACS) | = | 5.5 | | 81,601 | 2,932,099 | 329,725,481 | |
| Male | 53.3% | 50.1% | 49.5% | 43,510 | 1,468,152 | 163,206,615 | |
| Female | 46.7% | 49.9% | 50.5% | | | | |
| Median Age ² | 40.776 | | 30.3% | 38,091 | 1,463,947 37.0 | 166,518,866 38,4 | |
| Under 18 Years | 23.8% | 24.4% | 22.5% | 38.1 | | 74,234,075 | |
| 18 to 24 Years | 8.4% | 10.1% | 9.2% | 19,383 | 714,151 | | |
| 25 to 34 Years | 12.4% | 12.9% | 13.8% | 6,817 | 295,997 | 30,339,089 | |
| 35 to 44 Years | 15.1% | | | 10,099 | 377,981 | 45,360,942 | |
| 45 to 54 Years | 13.1% | 12.5% | 12.9% | 12,286 | 366,623 | 42,441,883 | |
| 55 to 64 Years | | 11.5% | 12.6% | 10,621 | 337,255 | 41,631,458 | |
| 65 to 74 Years | 13.0% 8.9% | 12.8% 9.3% | 13.0% | 10,648 | 376,064 | 42,829,413 | |
| 75 Years and Over | 5.5% | 6.5% | 9.6% 6.5% | 7,271 | 273,373 | 31,590,619 | |
| Race: White | 81.3% | 81.4% | 68.2% | 4,476 | 190,655 2,386,766 | 21,298,002 224,789,109 | |
| Race: Black or African American | 8.1% | 5.6% | 12.6% | 66,305 | | | |
| Race: American Indian and Alaska Native | 0.7% | 0.7% | | 6,617 | 165,291 | 41,393,012 | |
| Race: Asian | 1.2% | 3.0% | 0.8% 5.7% | 606 990 | 21,657 | 2,722,661 | |
| Race: Native Hawaiian and Other Pacific Islander | 0.0% | | | 27 | 87,946 | 18,782,924 | |
| | | 0.1% | 0.2% | | 2,196 | 615,557 | |
| Race: Some Other Race Race: Two or More Races | 1.8% | 3.0% | 5.6% | 1,491 | 88,787 | 18,382,796 | |
| | 6.8% | 6.1% | 7.0% | 5,565 | 179,456 | 23,039,422 | |
| Hispanic or Latino (of any race) | 7.3% | 12.3% | 18.4% | 5,949 | 362,053 | 60,806,969 | |
| Population Growth | · | _ | 144 | 92.902 | 2.027.150 | 222 207 557 | |
| Population (Pop Estimates) ⁴ | | | | 82,892 | 2,937,150 | 333,287,557 | |
| Population Annual Average Growth ⁴ | 0.6% | 0.2% | 0.6% | 518 | 5,113 | 1,940,990 | |
| People per Square Mile Economic | | | | 178.9 | 35.9 | 94.3 | |
| | | | | | | | |
| Labor Force Participation Rate and Size (civilian population 16 years and over) | 60.2% | 66.3% | 63.4% | 37,172 | 1,512,063 | 166,672,597 | |
| Prime-Age Labor Force Participation Rate and Size (civilian population 25-54) | 74.5% | 84.8% | 82.5% | 22,887 | 907,805 | 106,173,534 | |
| Armed Forces Labor Force | 4.3% | 0.8% | 0.5% | 2,765 | 18,367 | 1,196,529 | |
| Veterans, Age 18-64 | 12.9% | 4.9% | 4.4% | 6,162 | 84,194 | 8,848,937 | |
| Veterans Labor Force Participation Rate and Size, Age 18-64 | 73.9% | 79.3% | 77.0% | 4,556 | 66,752 | 6,809,906 | |
| Median Household Income ² | _ | = | | \$80,853 | \$64,521 | \$69,021 | |
| Per Capita Income | _ | 22 | | \$35,416 | \$34,968 | \$37,638 | |
| Mean Commute Time (minutes) | _ | - | 2 | 23.1 | 19.6 | 26.8 | |
| Commute via Public Transportation | 0,2% | 0.4% | 4.2% | 77 | 5,849 | 6,472,373 | |
| Educational Attainment, Age 25-64 | | | | | | | |
| No High School Diploma | 6.6% | 8.4% | 10.3% | 2,898 | 122,583 | 17,756,046 | |
| High School Graduate | 26.2% | 23.6% | 25.3% | 11,459 | 343,662 | 43,535,564 | |
| Some College, No Degree | 21.9% | 22.5% | 20.1% | 9,566 | 327,593 | 34,637,141 | |

Summary¹

| | | Percent | | | Value | |
|--|----------------|---------|-------|----------------|-----------|-------------|
| | Leavenworth | | | Leavenworth | | |
| | County, Kansas | Kansas | USA | County, Kansas | Kansas | USA |
| Associate's Degree | 8.9% | 9.8% | 9.3% | 3,889 | 143,480 | 15,944,395 |
| Bachelor's Degree | 21.9% | 23.0% | 22.0% | 9,572 | 335,912 | 37,890,674 |
| Postgraduate Degree | 14.4% | 12.7% | 13.1% | 6,270 | 184,693 | 22,499,876 |
| Housing | | | | | | |
| Total Housing Units | 22) | 100 | 7_ | 30,951 | 1,272,290 | 139,647,020 |
| Median House Value (of owner-occupied units) ² | <u></u> | 828 | - | \$207,500 | \$164,800 | \$244,900 |
| Homeowner Vacancy | 0.4% | 1.4% | 1.2% | 78 | 11,115 | 1,021,651 |
| Rental Vacancy | 7.5% | 7.2% | 5.7% | 780 | 29,859 | 2,674,125 |
| Renter-Occupied Housing Units (% of Occupied Units) | 33.7% | 33.4% | 35.4% | 9,656 | 380,696 | 43,858,831 |
| Occupied Housing Units with No Vehicle Available (% of Occupied Units) | 4.6% | 5.1% | 8,3% | 1,326 | 58,298 | 10,349,174 |
| Social | | | | | | |
| Poverty Level (of all people) | 8.6% | 11.5% | 12.6% | 6,525 | 327,209 | 40,661,636 |
| Households Receiving Food Stamps/SNAP | 6.8% | 7.1% | 11.4% | 1,937 | 80,910 | 14,105,231 |
| Enrolled in Grade 12 (% of total population) | 1.1% | 1.3% | 1.3% | 865 | 38,677 | 4,425,322 |
| Disconnected Youth ³ | 3.1% | 2.2% | 2.5% | 125 | 3,582 | 432,389 |
| Children in Single Parent Families (% of all children) | 25.2% | 29.1% | 34.0% | 4,647 | 198,191 | 23,909,672 |
| Uninsured | 6.0% | 8.9% | 8.8% | 4,426 | 256,001 | 28,489,142 |
| With a Disability, Age 18-64 | 11.5% | 11.3% | 10.3% | 5,010 | 194,216 | 20,537,729 |
| With a Disability, Age 18-64, Labor Force Participation Rate and Size | 52.2% | 50.7% | 44.2% | 2,616 | 98,550 | 9,068,973 |
| Foreign Born | 2.8% | 7,0% | 13.6% | 2,269 | 205,076 | 44,844,808 |
| Speak English Less Than Very Well (population 5 yrs and over) | 1.1% | 4.5% | 8.2% | 842 | 124,147 | 25,535,259 |

Source: JobsEQ®

¹ American Community Survey 2017-2021, unless noted otherwise

² Median values for certain aggregate regions (such as MSAs) may be estimated as the weighted averages of the median values from the composing counties.

³ Disconnected Youth are 16-19 year olds who are (1) not in school, (2) not high school graduates, and (3) either unemployed or not in the labor force 4 Census Population Estimate for 2022, annual average growth rate since 2012, Post-2019 data for Connecticut counties are imputed by Chmura.

Target Industries for New Business Attraction:

- Defense and Homeland Security: Leavenworth County is home to Fort Leavenworth, a major military installation
 and the intellectual center for the U.S. Army. The County could leverage this asset to attract defense contractors,
 security firms and companies specializing in defense technology, education and consulting services.
- Agribusiness, Animal Health and Food Processing: With its fertile agricultural land and rich farming heritage, Leavenworth County can further develop its agribusiness sector, focusing on food processing, value-added agriculture, and agricultural technology innovations. Food production and processing is an established industry cluster in the County with the presence of Cereal Ingredients, Hills Pet Nutrition and the upcoming addition of DSM.
- 3. Advanced Manufacturing: Building upon its skilled workforce and transportation infrastructure, Leavenworth County can target advanced manufacturing industries such as aerospace, automotive and machinery production, attracting companies seeking a central location with access to major markets. In the current global environment, many such firms are seeking locations outside of densely packed communities for security purposes. As such, Leavenworth County may be an attractive option.
- 4. Healthcare and Life Sciences: Leveraging the presence of healthcare facilities like the Eisenhower VA Medical Center, Leavenworth County can encourage the growth of healthcare services, medical research, and biotechnology companies, establishing a reputation as a regional healthcare hub.
- 5. Logistics and Distribution: With its strategic location near major highways and (potentially future) railroads, Leavenworth County can capitalize on the growing demand for logistics and distribution services, attracting companies involved in warehousing, transportation and e-commerce fulfillment.
- 6. Renewable Energy: Exploiting its potential for solar and wind energy production, Leavenworth County can promote investment in renewable energy projects, including solar farms, wind turbines, and energy-efficient technologies, contributing to sustainability efforts while creating new job opportunities.
- 7. Tourism and Hospitality: Leveraging its historical landmarks, outdoor recreational amenities, and proximity to Kansas City, Leavenworth County can develop its tourism and hospitality sector, focusing on attractions, accommodations, dining and entertainment options to attract visitors and boost the local economy.
- 8. Information Technology and Digital Services: With the increasing reliance on technology and digital solutions across industries, Leavenworth County can target IT companies specializing in software development, cybersecurity, data analytics, and cloud computing, leveraging its skilled workforce and connectivity infrastructure.
- 9. Steel Fabrication and Building Products: Leavenworth County hosts a number of firms in these industries which demonstrates a positive correlation between our workforce, location and the industry. Further investigation into the industry cluster could increase the capacity of these industries and the willingness of similar firms to locate.
- 10. Retail: The communities and residents within Leavenworth County have suggested a desire to increase the volume of retail-oriented businesses.
- 11. Diversity of Housing: As the United States continues to experience a housing shortage and a housing affordability issue, virtually every community desires additional housing options. Leavenworth County is no different and additional housing options to accommodate single persons, young families, established members of the workforce and senior citizens are in need of housing solutions. This is a critical element in the future growth and economic sustainability of the County.

Goals and Objectives: Cities within the County

In addition to the targeted industries and business sectors previously identified, the communities of Basehor, Lansing, Leavenworth and Tonganoxie have identified specific initiatives or business types they desire to see expand, develop and populate their respective communities.

Basehor:

- Additional retail including:
 - o Grocery
 - Sports Bars
 - o Quick Service Restaurants
 - o "Sit Down" Restaurants
 - o Auto Parts
 - o **Pharmacy**
- Development of City Center Property (possibly Traditional Neighborhood Design featuring a variety of uses including retail, workspaces, recreation and residential)
- Housing: a variety of types including modern apartments, affordable non-LIHTC homes, over-55 residences)
- The commercial development of 24/40 Highway

Lansing:

- Continued retail and office developments along K-7 and Eisenhower Road
- Continued development of Town Center
- Additional retail including:
 - o Craft Store
 - o Pet Goods
 - o Dining Options
- Development of the area along K-7 and McIntyre Road which was awarded a Kansas BASE Grant for sewer infrastructure. This could include housing, light industrial or other approved uses.
- Housing: A variety of types including market rate apartments
- Enhanced Broadband Capabilities
- Enhanced East/West Road Infrastructure (K-5 and/or Eastern Gateway)

Leavenworth:

- Additional commercial and industrial developments to occupy space in the Leavenworth Business and Technology Park and along Eisenhower Road
- Additional retail offerings near Eisenhower Road and Lakeview Drive
- Additional retail offerings near Eisenhower Road and 20th Street
- Redevelopment of Leavenworth Plaza (area near Westlake)
- Generally, the City desires to diversify its tax base with a variety of uses and would like to experience 5-10% growth by 2030.
- Capitalize on ancillary businesses that serve Fort Leavenworth and the United State Penitentiary

Tonganoxie:

- Additional industrial development in Tonganoxie Business Park
- Higher density mixed-use developments along County Road 1
- Housing developments of a variety of types to serve existing local industry and the Panasonic EV Battery Plant in nearby De Soto
- Enhanced sewer and water infrastructure to "make ready" additional properties for future development to accommodate the City's planned growth
- Additional retail offerings to serve the growing population

Economic Development Plan of Work

Mission: To advance the economic growth, development and redevelopment of Leavenworth County enhancing the quality of life in the entire community.

Goal: Attain measurable progress in each of the four primary objectives

Objective 1: Business Expansion and Retention

- Identify / Respond to the needs of the business community
- Serve as a catalyst to foster a stronger business climate
- Assist County businesses in removing barriers of success through communication, problem solving and consensus building

Objective 2: Business Attraction

- Attract new firms to Leavenworth County
- Market the County to local / national real estate firms, developers, industry professionals and economic development partners

Objective 3: Entrepreneurship

- Develop alliances to reinforce the efforts of local entrepreneurs
- Establish a predictable set of resources to assist small business start-ups

Objective 4: Maintain and Improve Relations with the Business Community

- Identify critical messages
- Identify / secure audiences and avenues of message disbursement
- Implement message delivery
- Foster positive, upbeat and hopeful messages relative to the County's future

Objective 5: Enhance Workforce Development Initiatives

- Establish relevant alliances with workforce partners to bolster workforce availability and skills
 - County School Districts
 - Kansas City Kansas Community College
 - o University of St. Mary
 - o University of Kansas
 - o Kansas State University
 - Workforce Partnership of Johnson, Leavenworth & Wyandotte Counties

Objective 1: Business Expansion and Retention

Identify / Respond to the needs of the business community

- Establish a brief conversational template for personal visits with existing businesses including (but not limited to) major employers, tax generators and emerging industries
- Resolve perceived barriers to success by working with the business owner and / or local government staff
- Recommend solutions and resources to business owners
- Provide annual report to the Board of County Commissioners identifying characteristics of the firms and key findings

Serve as a catalyst to foster a stronger business climate

- Address issues that may arise from business visits
- Bring to County Administrator / Board of County Commissioners any issues that may require legislative / policy action
- Partner with Leavenworth County Economic Development Council, Port Authority, Cities, Chambers, School District, etc. for specific initiatives when necessary

Assist Leavenworth County businesses in removing barriers of success through communication, problem solving and consensus building

- Identify / Assess / Address the needs of individual businesses
- Provide resources, contacts and connections required to assist individual firms in resolving perceived / actual barriers to success including incentives, training programs and workforce development initiatives
- Rather than being a regulatory arm of County government, the economic development partners will serve as a positive liaison between independent business and the local government

Marketing Strategy

- Utilize digital media, personal contact and speaking engagements to alert the existing business community of the services and willingness of economic development partners to assist
- Frequent communication with private sector community "players" who can also educate the local business community. Such contacts include bankers, real estate brokers, architects, engineers and construction professionals.

Measurements of Achievement for Objective 1: Business Expansion and Retention

- Number of business visits completed
- Report key / common findings or perceptions of the firms who participate in the business visits
- Number of issues identified and resolved by economic development partners
- Number of retained jobs that could have left the County if the firms' needs were not met or assistance was not provided

Objective 2: Business Attraction

Attract new firms to Leavenworth County

- Utilize all necessary and reasonable economic development tools and processes to capitalize on the opportunity to attract new business
- Concentrate on target industry sectors
- Utilize Location One Information System (LOIS) database and the COSTAR Commercial Real Estate Tool to
 collect and market available properties in Leavenworth County. Utilizing these tools will also foster a greater
 relationship with real estate firms who have a vested interest in the County
- Identify and recruit potential developers for viable development / redevelopment sites
- Manage business recruitment efforts of leads generated through regional partners (Kansas City Area Development Council, Kansas Department of Commerce, bankers, real estate brokers, etc)
- Initiate and respond to inquiries about Leavenworth County including proposals, site tours and real estate research
- Participate in local / state / federal policy development initiatives to enhance appropriate and unique inducement offerings to attract new business

Market Leavenworth County to local / national real estate firms, developers, industry professionals and economic development partners

- Utilize industry-specific advertising (when appropriate)
- Meet with local / national site selection consultants
- Participate in relevant trade shows / development events
- Meet with targeted companies
- Host community familiarization tour(s) for local brokers / developers
- Market the County through an updated website and/or digital materials

Measurements of Achievement for Objective 2: Business Attraction

- Targeted list of companies identified, developed and met
- Number of responses / proposals to site selection initiatives
- Number of marketing efforts placed to maximize exposure and value
- Number of tradeshows, joint marketing trips, proposals and leads generated from such efforts
- Number of new firms and new jobs to Leavenworth County
- Sales tax revenue increase over previous year (assumes partial recovery of national economy)
- Increase in assessed valuation (assumes partial recovery of national economy)
- The economic impact of projects is in excess of the County's annual economic development budget

Objective 3: Entrepreneurship

Develop alliances to reinforce the efforts of local entrepreneurs

• Initiate and maintain partnerships with the Small Business Development & Technology Center (SBDC), Service Corp of Retired Executives (SCORE), KCSourceLink and SBA Lending Authorities

Establish a predictable set of resources to assist small business start-ups

- Create a document for distribution to entrepreneurs identifying area banks, lending authorities, state agencies and free consulting services to assist in establishing and fortifying small businesses in the County
- Host an annual small business workshop designed to educate entrepreneurs on the processes of developing
 a business plan, marketing plan, finance plan and navigating the legal/governmental requirements associated
 with establishing a business entity

Measurements of Achievement for Objective 3: Entrepreneurship

- Number of firms which utilized the County as a resource
- Number of firms that actually initiated a start-up firm or improved as a result of contact with the County

Objective 4: Maintain and Improve Relations with Business Community and Property Owners Identify Critical Messages

- Establish a comprehensive communications plan to broadcast economic development progress, initiatives and success stories
- Messages must be pertinent, clear and concise

Identify / secure audiences and avenues of message disbursement

Implement message delivery

- Utilize a widely accessible range of communication tools to distribute key messages including press releases,
 County's website, economic development partners, trade organizations, economic development and real estate organizations, news media, E-news, etc
- Target key audiences including Society of Office & Industrial Real Estate (SIOR), Certified Commercial Investment Members (CCIM), Kansas City Commercial Real Estate Women (KCCREW), Society of Marketing Professional Services (SMPS – a development marketing organization), etc
- Utilize Social Media to positively promote the economic development efforts of Leavenworth County
- Maintain relationships with organizations that can also assist in distributing County news (Chamber of Commerce, local governments, Kansas City Area Development Council, International Economic Development Council, KCCREW, SIOR, ICSC etc.

Foster positive, upbeat and hopeful messages relative to Leavenworth County's future

 As negative and positive perceptions are equally contagious, it is our intent to promote the County in a manner that spurs confidence in our future

Measurements of Achievement for Objective 4: Maintain and Improve Relations with Business Community

- Audiences are aware of the County's commitment to economic development
- Positive feedback is garnered from immediate community and key partners
- Communications plan has been completed
- Number of published articles, presentations, news releases, etc.

Objective 5: Enhance Workforce Development Initiatives Develop relevant alliances with workforce partners to bolster workforce availability and skills

- Initiate and maintain partnerships with local school districts, Kansas City Kansas Community College, University
 of St. Mary, University of Kansas, Kansas State University and the Workforce Partnership of Johnson,
 Leavenworth and Wyandotte Counties to assure all parties are aware of current marketplace expectations
 relative to skills, training and knowledge.
- Meet with workforce education partners at least biannually.
- Share communications with workforce partners from existing business visits and feedback received from business attraction efforts.
- Meet with residential developers and the Home Builders Association of Greater Kansas City biannually to promote housing within the County that also serves as a valuable workforce asset.

Measurements of Achievement for Objective 5: Workforce Development Initiatives

- Biannually meeting with Workforce Educational Partners
- Biannual meeting with residential developers and Home Builders Association of Greater Kansas City

Economic Development Partners and Workflow:

While the County, Leavenworth County Economic Development Corporation (LCDC) and the Port Authority are generally charged with economic development services, the Cities within the County also conduct independent economic development initiatives. The following chart only demonstrates the roles and responsibilities of the County, LCDC and the Port Authority.

| Leavenworth County Govt | Leavenworth County Dev Corp | Leavenworth County Port Auth | | | |
|--|--|--|--|--|--|
| Retail Recruitment & Support | Industrial Development & Recruitment (Primary Industry) | Speculative Building Program Funding | | | |
| Commercial (Non-Industrial) Development & Construction | Populate Existing Business Parks | Owns and maintains two industrial parks (operations and maintenance) | | | |
| Residential Development Recruitment & Support | Application and Administration of state applications / programs / documents for LCDC clients | Spearheads future industrial park placements (new parks) | | | |
| Entrepreneurship Development & Support | Micro Loan Program | Industrial Park Development | | | |
| Business Retention / Existing Business Communications | Business Retention Visits emphasizing major employers and industrial users | Utilizes unique incentives and functions designated by statute to Port Authorities | | | |
| Policy Creation / Maintenance | Speculative Building Program Administration (support/loan/admin) | Countywide Transportation Study | | | |
| General Ombudsman Services | Primary conduit to KCADC, KDOCH, Team Kansas, etc. | Airport/ Rail Study and evaluation of new sites | | | |
| Provide Real Estate Analytics | Populate and Maintain LOIS Database | | | | |
| Connective Infrastructure Inventory | | | | | |

Review, Update and Community Engagement:

This document shall be reviewed annually in conjunction with the annual review of the Comprehensive Plan to assure the relevance of the approach, methodology and applicability of such based on the state of the local and national economies and trends in the marketplace.

APPENDIX: Economic Development Incentives

The incentives identified on the following pages are representative of those the County may offer. Additional and/or replacement incentives and programs may be offered by incorporated communities within the County.

ECONOMIC DEVELOPMENT INCENTIVE POLICY LEAVENWORTH COUNTY, KANSAS

DRAFT: FOR REVIEW ONLY

Adopted Via Board of County Commissioners
Ordinance No. XXXXXX
XXXXXX XX, 2024

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POLICY INTRODUCTION

Leavenworth County, Kansas desires to be a community that welcomes new business investment and supports the businesses that have previously chosen the County as their home. A vibrant business community improves the quality of life for all residents and corporate citizens. Economic Development and Quality of Life are interdependent goals. Private investment and job creation build a stronger community that allows for the sustained excellence of a vibrant region.

Economic development incentives, if exercised with prudence and discernment, can assist in maintaining and building employment opportunities as well as the tax base the County relies upon to fortify its' core strength. The purpose of this document is to establish the official policies of Leavenworth County for the use of economic development incentives. All projects will be evaluated by the guidelines set forth in this document as well as the consideration of how a given project will impact the community financially and/or aesthetically.

All requests and approvals of incentives must be completed prior to the commencement of construction activities and must review the applicability of the County's Roadway Service Agreement.

PRELIMINARY FUNDING AGREEMENTS

Many projects requesting incentives are relatively typical and can be administered by existing County staff through current plans of work. Larger projects, particularly those that request establishment of special districts, including Tax Increment Financing, Community Improvement Districts or multiple financing tools, require substantial staff commitment and often necessitate the engagement of outside consultants. The County does not have a source of funds to cover costs incurred for additional legal, financial and other consultants for out-of-pocket expenses and other costs resulting from services to research, analyze and plan for the most appropriate mix of funding sources. In such cases, the County will require the applicant to enter into a Preliminary Funding Agreement to assure all such costs are considered and covered.

All such funding agreements shall submit an Annual Report to Leavenworth County no later than March 1 for the duration of the project.

APPLICATION FEE

Unless otherwise noted in the incentive specific language of this policy, an application fee of \$1,000 is required at the time of application submission. In the event the event the application is approved and incentives are granted by the Board of County Commissioners, the application fee shall be applied to the incentive. If the application is denied, the application fee shall be retained by Leavenworth County to offset costs associated with staff review of the application.

The application is located at the conclusion of this document.

TAX INCREMENT FINANCING

OBJECTIVES.

The proper use of TIF can promote, stimulate and develop the general and economic welfare of and quality of life in the County. This Policy establishes the procedures of Leavenworth County, Kansas, for considering applications for Tax Increment Financing ("TIF") used for economic development and redevelopment purposes in accordance with the provisions of K.S.A. 12-1770 et seq. and any amendments thereto (the "Act").

SCOPE.

The County is committed to the high quality and balanced growth and development of the community; to preserving the County's unique character and distinctive atmosphere; and to revitalizing and redeveloping areas of the County. Although the County does not encourage the practice of subsidizing private business with public funds, insofar as the County's objectives are substantially advanced by the expansion of the tax base and enhancement of the local economy, the County will consider, on a case-by-case basis, the approval of TIF projects where, but for the availability of TIF, such development would not be economically viable. It is the policy of the County that any decision regarding the approval of TIF projects will be made in accordance with the guidelines, criteria, and procedures outlined in this Policy. Nothing herein shall imply or suggest that the County is under any obligation to approve a TIF Project for any applicant.

DEFINITIONS.

For the purpose of this Policy, the words or phrases as used in this Policy shall have meaning or be construed as follows unless otherwise defined by state statute.

APPLICANT: The individual or business and its officers, employees, and agents requesting approval of a redevelopment district or redevelopment project plan associated with any proposed TIF Project. May also be referred to as Developer.

ASSOCIATED THEREWITH: As used with respect to tangible personal property shall mean being located within, upon, or adjacent to buildings or added improvements to buildings.

BASE YEAR ASSESSED VALUATION: The assessed valuation of all real property within the boundaries of a redevelopment district on the date the redevelopment district was established.

BLIGHTED AREA: An area of real property which:

- 1. Because of the presence of a majority of the following factors, substantially impairs or arrests the development and growth of Leavenworth County or constitutes an economic or social liability or is a menace to the public health, safety, morals or welfare in its present condition and use:
 - a. a substantial number of deteriorated or deteriorating structures;
 - b. predominance of defective or inadequate street layout;
 - c. unsanitary or unsafe conditions;
 - d. deterioration of site improvements;

- e. tax or special assessment delinquency exceeding the fair value of the real property;
- f. conditions which create economic obsolescence; or
- g. defective or unusual conditions of title including but not limited to cloudy or defective titles, multiple or unknown ownership interests to the property;
- h. improper subdivision or obsolete platting or land uses;
- i. the existence of conditions which endanger life or property by fire and other causes; or
- 2. Has been identified by any state or federal environmental agency as being environmentally contaminated to an extent that requires a remedial investigation, feasibility study and remediation or other similar state or federal action; or
- 3. Previously was found by resolution of the Board of County Commissioners to be a a blighted area under K.S.A. 17-4742, *et seq.*, and amendments thereto.

CAPITAL INVESTMENT: The acquisition cost of land, buildings and tangible personal property constituting capital assets for accounting purposes.

CONSERVATION AREA: Any improved area comprising 15% or less of the land area within the corporate limits of the County in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

- 1. dilapidation, obsolescence or deterioration of the structures;
- 2. illegal use of individual structures;
- 3. the presence of structures below minimum code standards;
- 4. building abandonment;
- 5. excessive vacancies;
- 6. overcrowding of structures and community facilities; or
- 7. inadequate utilities and infrastructure.

DISPOSITION AND DEVELOPMENT AGREEMENT: A written agreement between the County and a Developer regarding the construction and financing of a redevelopment project. Such agreement shall address issues involved in the redevelopment project, including, but not limited to the following: Schedule of construction; acquisition of land; eligible TIF expenses; prioritization of payment; scope of the development (including development criteria); indemnity of the County and insurance requirements; reimbursement of County costs; financing (private and/or public); transfer restrictions prior to completion; maintenance and restrictive covenants; County inspection and information access rights; reporting requirements; and remedies upon default.

FEASIBILITY STUDY: A study which shows whether a redevelopment project's benefits and tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1), and amendments thereto, are expected to exceed or be sufficient to pay for the redevelopment project costs and the effect, if any, the redevelopment project costs will have on any outstanding special obligation bonds as authorized pursuant to K.S.A. 12-1774(a)(1)(D), and amendments thereto. A Feasibility Study performed by the County or its designee shall be prepared prior to approval of the redevelopment project plan.

FINANCE TEAM: A Committee comprised of the County Administrator, the Deputy Administrator and/or Economic Development Administrator, the County Counselor, the County Clerk, the County Planning and Zoning Director, the County's Financial Advisor and the County's Bond Counsel, or their designees, whose function is to review TIF applications and make recommendations for approval or denial to the Board of County Commissioners.

REAL PROPERTY TAXES: Includes all taxes levied on an *ad valorem* basis upon land and improvements thereon.

REDEVELOPMENT DISTRICT: The specific area declared to be an eligible area in which Leavenworth County may develop one or more redevelopment projects. This is sometimes referred to as a TIF District.

REDEVELOPMENT DISTRICT PLAN: The preliminary plan that identifies all of the proposed redevelopment project areas and identifies in a general manner all of the buildings, facilities and improvements in each that are proposed to be constructed or improved in each redevelopment project area.

REDEVELOPMENT PROJECT: The approved project to implement a project plan for the development of the established redevelopment district and for which a redevelopment project plan is approved and a disposition and development agreement is executed. This is sometimes referred to as a TIF Project.

REDEVELOPMENT PROJECT PLAN: The plan adopted by the County for the development of a redevelopment project or projects which conforms to K.S.A. 12-1772, and amendments thereto, in a redevelopment district. Any redevelopment project must be completed within 20 years from the date of approval of the redevelopment project plan.

TAX INCREMENT: The amount of real property taxes collected from real property located within the redevelopment district that is in excess of the amount of real property taxes which is collected from the base year assessed valuation. In certain circumstances, the County may also allow capture of the incremental sales tax revenues and franchise fees generated by the redevelopment project.

TAXING SUBDIVISION: Includes the County, the unified school districts and any other taxing subdivision levying real property taxes, the territory or jurisdiction of which includes any currently existing or subsequently created redevelopment district.

PROVISIONS.

Legal Authority

Pursuant to state law, the County may create redevelopment districts in blighted areas, conservation areas, and enterprise zones created pursuant to K.S.A. 12-17,110 prior to July 1, 1992. Certain costs of improvements within the redevelopment district may be reimbursed to the Developer or paid through the issuance of special obligation bonds or full faith and credit bonds. Funds to pay the reimbursement or to retire the bonds are generated by the tax increment and other sources that may be pledged by the County. This authority is discretionary and the County may provide for tax increment financing in an amount and for purposes more restrictive than that authorized by statute. No privately owned property shall be acquired and redeveloped if the Leavenworth County Board of County Commissioners or the Board of Education levying taxes on property proposed to be included in the redevelopment district determines, in the manner prescribed by K.S.A. 12-

1771(d), and amendments thereto, that the proposed redevelopment district will have an adverse effect on such county or school district.

Eligible Redevelopment Project Costs

Permissible redevelopment project (TIF Project) costs or expenses are those costs necessary to implement a redevelopment project plan, including but not limited to:

- acquisition of property within the redevelopment project area;
- payment of relocation assistance;
- site preparation including utility relocations;
- sanitary and storm sewers and lift stations;
- drainage conduits, channels and levees and river walk canal facilities;
- street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;
- street lighting fixtures, connection and facilities;
- underground gas, water, heating, and electrical services and connections located within the public right-of-way;
- sidewalks and pedestrian underpasses or overpasses;
- drives and driveway approaches located within the public right-of-way;
- water mains and extensions;
- plazas and arcades;
- parking facilities;
- landscaping and plantings; fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; and
- all related expenses to redevelop and finance the redevelopment project.

Regardless of what may be allowed by the Act, it is the County's Policy that redevelopment project costs **shall not include:**

- costs incurred in connection with the construction of buildings or other structures to be owned by or leased to a Developer;
- attorney fees, financial advisor fees, real estate commissions paid to developers, developer fees, and fees paid to consultants representing developers. This prohibition does not extend to architectural and engineering fees; environmental and geotechnical consultants or other similar due diligence expenses associated with a project or the infrastructure construction;
- soft costs such as marketing expenses; and moving expenses for employees of businesses locating to the district;
- property taxes for the project or for businesses locating in the district;
- all development fees, licenses and taxes of general applicability for similar real estate development projects including but not limited to inpact fees, storm water fees, building permit fees, and development review fees; and;
- the annual TIF administrative service fee;
- bond origination fees charged by the County pursuant to K.S.A. 12-1742 et seq.;
- any personal property; and
- travel, entertainment and hospitality.

Bond Authority

The County may use proceeds of special obligation bonds or full faith and credit tax increment bonds to finance the undertaking of a redevelopment project, as provided in K.S.A. 12-1774 and amendments thereto. The maximum maturity of any such special obligation bonds or full faith and credit tax increment bonds shall be twenty (20) years. The County may also issue industrial revenue bonds or private activity bonds for a project located within a redevelopment district.

Special Obligation Bonds

The County may issue special obligation bonds to finance permissible expenses of a redevelopment project. Such bonds may be payable, both as to principal and interest: (a) from property tax increments allocated to, and paid into a special fund of the County; (b) from revenues of the County derived from or held in connection with the undertaking and carrying out of any redevelopment project; (c) from private sources, contributions or other financial assistance from the state or federal government; (d) from the increased franchise fees and County sales tax, or (e) from any combination of these methods.

Special obligation bonds are not general obligations of the County, nor in any event shall they give rise to a charge against its general credit or taxing powers or be payable out of any funds or properties other than those sources set forth above.

Factors for Issuance

Each request for the issuance of special obligation bonds shall be considered on a case by case basis, but the County shall consider a number of factors in deciding whether or not to issue special obligation bonds for a Project. These factors may include but are not limited to:

- Project compliance with this Policy;
- Source of revenue to repay the debt issued;
- The size of the issue (the County recommends a minimum size of \$5,000,000 per issue;
- The Applicant's compliance with the approved Redevelopment Project Plan and phasing Plan;
- Whether the Project requested for financing meets the stated goals and objectives of the Governing Body;
- Developer compliance with existing redevelopment projects and project agreements;
- Any developer delinquency on other County financing projects or property tax; and
- Overall security provisions for debt repayment.

Sale of Bonds

Special obligation bonds issued under this Policy, whether privately placed or offered to the public through a competitive sale, must include security for the bonds of a sufficient amount to minimize any risk of default; be sold to qualified investors (as defined by the Securities and Exchange Commission Regulation D) in accordance with the minimum denominations as provided herein.

The County may require that special obligation bond proceeds be released in phases and amounts consistent with a percentage of construction or other performance standards which shall be agreed upon by the parties.

If a negotiated sale of the bonds is necessary, the County will normally select the underwriter(s) needed to structure, market, price, and sell the bonds through a competitive process. Exceptions to this competitive selection process may be approved by the County Administrator upon consultation with the County's bond counsel and financial advisor. In addition, the County may issue a Request for Proposals and Qualifications to establish a list of pre-qualified underwriters for TIF special obligation bonds. All pricing for negotiated sales will be performed with direct involvement by County staff and the County's financial advisor.

Full Faith and Credit Bonds

The County may also issue full faith and credit tax increment bonds to finance a redevelopment project. Any resolution establishing a public hearing on a redevelopment project plan for which the County intends or may intend to issue full faith and credit tax increment bonds, shall state the County's intent to issue full faith and credit tax increment bonds. These bonds are payable, both as to principal and interest: (a) from the revenue sources identified for special obligation bonds; and (b) from a pledge of the County's full faith and credit to use its *ad valorem* taxing authority for repayment thereof in the event all other authorized sources of revenue are not sufficient. Except in extraordinary circumstances in the sole discretion of the Board of County Commissioners, the proceeds of full faith and credit tax increment bonds shall only be used to pay for public improvements or public projects which would otherwise be eligible to be paid for with the proceeds of County general obligation bonds.

In accordance with K.S.A. 12-1774(b)(5), full faith and credit tax increment bonds are general obligations of the County and shall be exempt from all state taxes except inheritance taxes, and the amount of full faith and credit tax increment bonds issued and outstanding which exceed three percent (3%) of the assessed valuation of the County shall be within the bonded limit of the County.

Industrial Revenue Bonds

Industrial revenue bonds may be issued by the County pursuant to K.S.A. 12-1740, et seq. to benefit a Developer within the redevelopment district. All state law benefits associated with such bonds shall be available, except that pursuant to K.S.A. 79-201a Second, as amended, no ad valorem tax abatement shall be available for property which is located in a redevelopment project area established under the authority of K.S.A. 12-1770 et seq., as amended. Special assessment districts, Transportation Development Districts (TDD), and other forms of financing may also be used in conjunction with TIF districts.

Reimbursement Authority

Pursuant to Attorney General Opinion 96-45, tax increment can be used to reimburse a Developer for eligible redevelopment project plan costs as opposed to issuing bonds. Under this method, the County may agree to reimburse the Developer for eligible redevelopment project costs over a period of time not to exceed twenty (20) years from the date of redevelopment project plan approval in accordance with the terms set forth in the Disposition and Development Agreement. The reimbursement amount is paid solely from all or a portion of the Tax Increment, and the Developer takes the risk that the portion of the increment pledged for reimbursement will be insufficient to retire the eligible redevelopment project costs. This reimbursement

method is preferred by the County over the use of bond financing as the method to reimburse Developers for eligible redevelopment project costs.

Amount of Tax Increment Financing Available

Criteria

The general objectives of the County in granting TIF for economic development are: (a) promote, stimulate and develop the general and economic welfare of the state of Kansas and the County; (b) promote the general welfare of the citizens of Kansas and the County through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the County; (c) create new jobs and retain existing jobs; and (d) expand the economic and tax base of the County. The specific objectives of the County to be considered when reviewing a proposed redevelopment district include but are not limited to promoting the redevelopment of locations that need assistance due to unique methods of construction, geological, environmental, or other site constraints. The County recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment project plans. As a result, in determining the actual amount and duration of TIF to be granted, the County shall review each application on a case by case basis and consider the factors and criteria set forth in this Policy including where applicable, a Feasibility Study as required by state law, as well as the amount and duration of previous TIF Projects supported by the County.

Capital Investment

Although no minimum capital investment is required by the County, the amount of capital investment made by an applicant is a factor to be considered by the County in determining whether or not to authorize a redevelopment project plan.

Application Of "But-For" Principle

All TIF applications shall be considered in light of the "but-for" principle, i.e., tax increment financing must make such a difference in the decision of the Applicant that the Project would not be economically feasible "but for" the availability of TIF. In evaluating the economic feasibility, the staff shall consider factors that include, but are not limited to:

- the extraordinary or unique costs associated with developing the project;
- the applicant's financial investment in the project;
- the property, sales and other tax and fee revenue that may result from the project;
- the credit worthiness and experience of the applicant;
- Developer compliance with other County development projects and development agreements, including but not limited to delinquency on property tax; and
- the value added, including intangible costs and benefits received by the County and other taxing
 jurisdictions, as a result of the proposed project.

The Board of County Commissioners does not encourage the subsidy of private businesses with public funds, the indirect consequence of TIF, unless some measurable public good results, as determined by the County, and the public subsidization can reasonably be expected to make a significant difference in achieving one or more objectives of the County.

Distribution of Ad Valorem Taxes

All tangible taxable property located within a redevelopment district shall be assessed and taxed for *ad valorem* tax purposes pursuant to law in the same manner that such property would be assessed and taxed if located outside such district, and all *ad valorem* taxes levied on such property shall be paid to and collected by the county treasurer in the same manner as other taxes are paid and collected.

Some or all of the increment in *ad valorem* property taxes resulting from a redevelopment district may be apportioned by the County to a special fund for the payment of the eligible redevelopment project costs of the TIF Project, including reimbursement or the payment of principal and interest on any special obligation bonds or full faith and credit tax increment bonds issued.

Condemnation

The County does not encourage the use of condemnation in association with projects. However, the use of condemnation, permitted under K.S.A. 12-1773 and 12-1773a, may be considered by the Governing Body in non-conservation areas, but only upon a two-thirds (2/3) vote of the members of the Governing Body. Although expenses associated with condemnation are an eligible redevelopment project cost under state law, in the event condemnation is approved by the Governing Body, the Applicant may be required to be responsible for all costs associated with the proceedings, including court and litigation costs, attorney's fees and the final condemnation awards made.

Waiver of Requirements

The Board of County Commissioners reserves the right to grant or deny tax increment financing for the development or redevelopment of a redevelopment district under circumstances beyond the scope of this Policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body may be more restrictive than state law, but shall not waive any legal requirement of State law.

PROCEDURES.

County staff shall develop internal procedures for processing redevelopment district and redevelopment project plan applications and the applicable fees associated therewith. Such procedures shall be approved, and amended when appropriate, by the County Administrator. All requests or applications for either redevelopment districts or redevelopment project plans shall be considered and acted upon in accordance with this Policy and its accompanying procedures.

STATUTORY AMENDMENTS.

Any amendment to any statute cited herein or used as a source of authority for development of the County's TIF Policy shall apply without modification or amendment to the TIF Policy.

RESPONSIBILITY FOR ENFORCEMENT.

The County Administrator shall be responsible to the Board of County Commissioners for the enforcement of this Policy. The Deputy County Administrator and/or Economic Development Administrator, County Clerk, County County County Planning and Zoning Director shall assist in the implementation of this Policy.

Overview of the TIF Process

- 1. A pre-application meeting is held between the developer and the County.
- 2. A Tax Increment Financing (TIF) Plan Application is submitted by developer applicant to the County.
- 3. The County will review Application filed with the County Clerk and determine whether the Application is complete and whether the proposed project is eligible under the County's policy.
- **4.** An analysis of the TIF Plan will be performed by County Staff and or representatives.
- 5. Within ninety (90) days of receipt of a completed Application, the Application will be considered by the TIF Commission.
- **6.** The TIF Commission conducts hearings and processes the TIF Plan Application in accordance with requirements of TIF Statutes.
- 7. The TIF Commission approves or denies the TIF Plan, and, if approved, designates the developer.
- **8.** The Redevelopment Agreement is drafted and negotiated between the County and the Developer.
- **9.** The Board of County Commissioners considers the TIF Plan, Redevelopment Agreement and proceedings of the TIF Commission.
- **10.** The County considers establishing an ordinance making necessary findings and approving TIF Plan and Redevelopment Agreement.
- 11. Execution of the Redevelopment Agreement between the County and Applicant.

INDUSTRIAL REVENUE BONDS (IRB'S) AND TAX ABATEMENT

OBJECTIVES.

It is of critical importance for the County to host strong partnerships with private industry to establish and maintain a diverse tax base for the community. It is our intent to not subsidize private business with public funds unless a positive cost-benefit analysis demonstrates a public benefit and a reasonable expectation of economic expansion, development, new job creation, diversification of the tax base and/or enhancement of quality of life is present.

SCOPE.

The purpose of this policy is to define the Industrial Revenue Bond (IRB) and Property Tax Abatement policies and to establish the standards by which they will be implemented and evaluated by the County. The establishment of a new business and the expansion of existing businesses may be considered for IRB and tax abatement incentives.

DEFINITIONS.

The following terms shall have the meanings ascribed to them herein:

Abatement: The difference between the amount of ad valorem property taxes an effected business would pay if there were no property tax exemption and the amount to be paid in lieu of taxes or charges. For example, if the taxes required with no abatement were \$10,000 and the required payment in lieu of taxes (PILOT) was \$6,000, the "abatement" would be \$4,000.

Applicant: Any person, entity or firm making application to receive IRB's and/or property tax abatement.

County: The County of Leavenworth, Kansas and/or the portion of the County located beyond the city limits of incorporated municipalities.

County Bond Council: The firm or individual designated by the County to execute bond matters and issues related to bond matters.

Cost Benefit Analysis: A prepared analysis/report demonstrating the costs and benefits of an exemption which includes the impact of the exemption on state revenues, and be prepared on a model approved by the County as required by K.S.A. 12-1749d(a). The result of the analysis should prove that the benefit of the establishment, expansion or relocation of the applicant's business with the proposed incentive, exceeds the costs to the County and other affected taxing jurisdictions.

Economic Development Purposes: As per the Kansas Constitution, economic development purposes shall mean the establishment of a new business or the expansion of an existing business engaged in manufacturing articles of commerce, conducting research and development or storing goods and commodities which are sold or traded in interstate commerce, that also results in additional employment and the creation of jobs. For purposes of an abatement associated with an IRB, this term shall also include service industry businesses and any other eligible business that provides substantial unique opportunities or significant community benefits.

Finance Team: A Committee comprised of the County Administrator, the Deputy Administrator and/or Economic Development Administrator, the County Counselor, the County Clerk, the County Planning and Zoning Director, the County's Financial Advisor and the County's Bond Counsel, or their designees, whose function is to review TIF applications and make recommendations for approval or denial to the Board of County Commissioners.

LEED Certification: Leadership in Energy and Environmental Design (LEED). This is the recognized standard for measuring building sustainability.

Project: The acquisition, construction, improving and equipping of facilities including real estate, buildings, improvements and equipment.

Sales Tax Exemption: The exemption from sales and for tangible personal property or services used or consumed in the construction of the projects pursuant to K.S.A. 79-3606(d).

Size of Project: The estimated value of the project as requested in the application.

POLICY.

PROPERTY TAX EXEMPTION.

Two methods exist to allow a business to receive an exemption of all or a portion of property taxes:

1. Industrial Revenue Bonds (IRB's)

Kansas law (K.S.A. 12-1741) authorizes communities to issue economic development revenue bonds to provide financing of private business facilities. Economic development revenue bonds may be issued to pay for all or a portion of the costs associated with purchasing, reconstructing, improving, repairing or remodeling commercial, industrial, manufacturing, recreational and other types of facilities. The project is typically owned by the County and leased to the private entity while the bonds are outstanding.

2. Kansas Constitutional Exemption

Article 11, Section 13 of the Kansas Constitution authorizes communities to grant property tax exemptions or abatements for certain economic development purposes. The constitutional exemption provisions are more narrowly defined to real and personal property tax exemptions used for specific purposes (ie, manufacturing, research and development, or the storing of goods in interstate commerce). The project is NOT owned by the County.

Sales Tax Exemption on Property Financed with Bond Proceeds

Kansas law also permits the issuer to apply to the Kansas Department of Revenue (KDOR) for an exemption from sales tax on tangible personal property or services used or consumed in construction of the project. The exemption request is typically filed by the County after the County passes an ordinance indicating its intent to issue bonds but prior to the bonds being issued. The applicant receives a sales tax exemption certificate number form KDOR that the applicant can provide to its vendors so they do not charge sales tax on items to be used or consumed in the bond-financed project. The exemption includes an agreement that if, for any reason, the project bonds are not issued, the applicant is obligated to repay the sales tax.

Transfer of Ownership of the Project

An owner of a project for which the County has approved an exemption from ad valorem taxes shall notify the County in writing of the intent to transfer all or a portion of the ownership interest in the project. The subsequent transferee of all or a portion of the project shall file a separate application with the County in accordance to this policy. The transferee applicant is responsible for the County application fee set forth in the Procedures section of this policy. The transferee shall request an exemption from ad valorem taxes for the transferred portion of the project.

Criteria for Exemptions

To qualify for financial incentives, the project shall meet a substantial portion of the following criteria:

1. Type of Business

The project must be a targeted industry as identified by the Board of County Commissioners. Targeted business include, but are not limited to, office users, information technology, manufacturing, light manufacturing, high-technology businesses, interstate wholesale distribution, hotel, hospitality and entertainment.

The County may give consideration to office developments, redevelopment projects and new emerging business parks where initial incentives serve as a catalyst for additional development and/or offer unique sustainability features.

The County will consider exemptions for speculative construction if the proposed use is consistent with this policy and Kansas law.

2. Financial Capacity

The applicant must demonstrate the financial capacity to complete the project, as well as provide evidence of adequate financial stability to allow the County to issue industrial revenue bonds to the company with an exemption of ad valorem taxes, or to grant an exemption of ad valorem taxes under the State of Kansas constitutional tax exemption amendment provisions.

3. Compliance with the Approval Process of Leavenworth County, Kansas

The proposed development must obtain all necessary permits and compliance with all necessary regulatory approvals and with County Ordinances and any other County policy, plan, regulation, or procedure including:

- Any required zoning and site plan
- Compliance with the Leavenworth County Comprehensive Plan
- Construction materials that meet or exceed the requirements set forth in the appropriate design standards as provided by the Leavenworth County Planning and Zoning Department; and
- Environmentally acceptable to the intended location, as well as the surrounding area.

The applicant must follow County planning guidelines and may be requested to provide a development impact study which may include traffic, stormwater, utilities and other studies appropriate for the specific site.

The County will consider, and the applicant must address, the extent to which extraordinary public service requests would be required of the County or other local agencies, such as the cost of additional public safety equipment or infrastructure that may be required to meet minimum safety or service standards.

4. Investment

Capital Investment

The project must qualify in accordance with the Federal Government and State of Kansas definitions and be able to invest a total project capital investment (cost) in excess of \$1,500,000.

Employment

Qualifying new businesses must create new employment opportunities in Leavenworth County. Preferred consideration will be provided to projects that create new jobs at, or above, average wages in the company's business sector or among all Leavenworth County private sector employers. Qualifying expanding businesses currently within Leavenworth County, must already employ at least ten (10) full-time or full-time equivalent positions, and create new jobs in Leavenworth County at above-average wages, or demonstrate why job creation should not be a factor in financial incentive consideration.

Community Investment

The applicant shall demonstrate the following:

- The degree to which the business improves the diversification of the economy of the County and its environment;
- The potential of the business for future expansion, investment and job creation;
- The gains in tax revenue, which may result from the new or expanded business, including the increase in property taxes based upon the expiration of the exemption;
- The utilization of local products or other materials and services;
- The beneficial economic impact the business will have on a particular area of the County, including areas in need of revitalization or redevelopment.

FINANCIAL INCENTIVES.

Length and Timing of Incentives

The County may approve property tax exemptions for a period up to ten (10) years for exemptions granted with IRB financing. The duration of the exemption shall commence the first calendar year after the year the revenue bonds are issued.

For property exempted under the Constitutional Method, the exemption begins on the first calendar year after commencement of operation of a business for which economic development property tax exemption has been granted.

Amount of Exemption

Leavenworth County has established guidelines for levels of exemption based upon the type of projects that are most desirable to ensure a sustainable and growing community with a diverse economic base that enhances quality of life, employment and amenities.

<u>The amount of exemption is approved and determined by the Board of County Commissioners</u>; however the following guidelines provide the basis for determining the amount or percentage of the property tax exemption.

Projects with a total capital investment of at least \$1,500,000 may seek an exemption of ad valorem property taxes at a rate of 50%. A bonus 25% shall be granted if the applicant selects a location determined to be blighted and affirmed as such my a third-party blight study, or if the applicant pledges to create over 50 new jobs at/above the average wage in the County for similar industries.

An additional 5% bonus can be attained if the project earns LEED Certification or evidence of substantially equivalent "LEED-like" facility development and construction.

COMPLIANCE WITH PROVISIONS.

Required Evidence of Compliance

Any business which has been granted an exemption from ad valorem taxes for economic development purposes pursuant to Article 11, Section 13 of the Kansas Constitution shall annually provide evidence to the County demonstrating compliance with any/all terms, conditions and requirements establish by the Board of County Commissioners for the granting of the exemption. This may include, but not limited to, records of employment, job creation and capital investment.

Payment in Lieu of Taxes (PILOT) Payments

In order to grant an abatement, a PILOT Agreement between the County and applicant will be required. The PILOT Agreement is the mechanism by which the County formally establishes the level and terms of the abatement and any performance standards (levels of payroll and number of employees).

The PILOT Agreement will establish a PILOT payment required of the business on an annual basis. The PILOT payment shall include a portion of taxes the applicant would have ordinarily paid, had the exemption not been granted. The agreement may also include clawback provisions.

The minimum PILOT payment shall not be less than the value of taxes previously collected prior to the project or improvement.

Clawback Provisions

Clawback provisions may be included in the PILOT Agreement and allow the Board of County Commissioners to modify or withdraw a tax exemption in the event the applicant is not in compliance with the terms and conditions of the agreement. The tax exemption may be modified or withdrawn as the Board of County Commissioners deems appropriate and the County Assessor and Court of Tax Appeals shall be notified of such action. Provisions requiring specific performance as a condition of granting and maintaining the abatement may be considered as part of the agreement, as well as the time that within which construction on the abated property must commence and conclude.

PROCEDURES.

Application

The applicant seeking Industrial Revenue Bonds or tax incentives must apply to the County Economic Development Administrator for consideration of an ordinance by the Board of County Commissioners to issue such bonds and grant such incentives. Any misstatement or error of fact may render the application null and void and may be cause for the repeal of any resolution or ordinance adopted in reliance of said information.

Project Summary

The applicant shall submit a project summary sufficient to provide a thorough understanding of the proposed project and proposed financing. This is to include estimated project size and cost, industry description, NAICS code, number of jobs created and all other pertinent information to prepare a Cost Benefit Analysis.

Finance Team Review

The Finance Team shall review applications for IRB and Constitutional Tax Exemptions. The Finance Team will review the application and request additional information as may be deemed necessary to determine if the applicant meets the objectives of this policy, prepare a timeline for processing the application, conduct discussions and negotiations with the applicant and recommend to the Board of County Commissioners whether the application should be favorably considered.

In reviewing the application, the Finance Team may utilize the services of consultants, including but not limited to, bond counsel and financial advisors. Applications submitted for IRB and Constitutional Tax Exemptions, and Finance Team records, are generally public records and shall be publicly disclosed as required by the Kansas Open Records Act. It is the declared public policy of the State of Kansas and the County of Leavenworth that public records shall be open. A narrow exception is that the County may, in its discretion, agree to not disclose certain records pertaining to any business on which there has been no public disclosure of the business' interest in relocating or expanding within Kansas. However, such records become an open record and shall be disclosed once the matter is referred to during, or placed on an agenda for, a public meeting of a committee or the Board of County Commissioners.

FEES.

Application Fee

The applicant will be required to pay a non-refundable application fee of \$1,500.00 to Leavenworth County, Kansas too be included with the initial application and project submission seeking the issuance of Industrial Revenue Bonds or Constitutional Abatement.

Issuance Fee

Applicants requesting tax abatement shall pay an issuance fee at the time the bonds are issued or abatement is activated in the amount of:

- .25% of the first \$10,000,000 or the amount of abatement requested, plus
- .20% of the amount over \$10,000,000 but less than \$25,000,000 or the amount of the amount of abatement requested, or
- .15% of the amount in excess of \$25,000,000 of bonds being issued.

Additional Costs

The applicant shall reimburse the County for all costs associated with legal publication notices, application fees to the Board of Tax Appeals, the County's Bond Counsel fees, cost-benefit analysis and other miscellaneous costs.

Monitoring Fee

The County shall require an annual compliance review for all projects receiving tax abatement from either the issuance of bonds or the Constitutional abatement method. The business will be required to submit an annual monitoring fee of \$1,000 for activities required to validate compliance.

COMMUNITY IMPROVEMENT DISTRICTS AND TRANSPORTATION DEVELOPMENT DISTRICTS (CID/TDD)

COMMUNITY IMPROVEMENT DISTRICTS (SPECIAL TAXING DISTRICT)

A Community Improvement District (CID) is a local special taxing district that collects revenue within its designated boundaries to pay for special public facilities, improvements or services. CID's are created by ordinance of the County upon presentation of a petition signed by owners of real property within the proposed district's boundaries, typically encompassing a commercial, not a residential area. A CID, although approved by the County, is a separate political subdivision with the power to govern itself and impose and collect special assessments, additional property and sales taxes. CID's may also generate funds by fees, rents or charges for district property or services and through grants, gifts or donations.

ELIGIBLE ACTIVITIES.

Public improvements, public services and blight removal may be financed by a CID. The improvements or services must be provided or located within the district boundaries. Eligible public improvements and/or services include, but are not limited to:

Improvements:

- Parks
- Convention Centers
- Parking Lots
- Sidewalks
- Streets
- Bridges
- Storm Water Facilities
- Sanitary Sewer

Services:

- Economic, Planning, Marketing and/or Other Studies
- Waste Collection/Disposal
- Recreational and Cultural Activities
- Special Events
- Cleaning and Maintenance of Public and Private Property
- Security
- Blight Removal including demolition, renovation and rehabilitation of structures located within district boundaries.

TRANSPORTATION DEVELOPMENT DISTRICTS (SPECIAL TAXING DISTRICTS)

A Transportation Development District (TDD) is a separate political subdivision of the state that may be created for the purpose of issuing bonds, levying taxes and applying special assessments or tolls to finance transportation-related improvements. A TDD may finance transportation outside of the district boundaries if the improvements directly benefit the TDD.

Eligible Activities

Transportation Development Districts may be utilized to fund, promote, plan, design, construct, improve, maintain and operate transportation related projects. Eligible projects include, but are not limited to the following:

- Bridges
- Roads
- Highways
- Interchanges
- Intersections
- Signage
- Signalization
- Parking Lots
- Hangars
- Bus Stops
- Terminals
- Rest Areas
- Docks
- Airports
- Railroads
- Mass Transit
- Any similar or related improvement or infrastructure project.

PURPOSE.

The proper use of CID's and TDD's can promote, encourage and develop the economic fortitude and quality of life in Leavenworth County, Kansas. This policy establishes the procedures of the County for considering applications for Community Improvement Districts and/or Transportation Development Districts used for economic development, including community development and tourism in accordance to the provisions of K.S.A 12-6a26 through K.S.A. 12-6a36 (the CID Act) and K.S.A. 12-17,140 et seq and any amendments thereto (the TDD Act).

LEGAL AUTHORITY.

The authority and decision to approve the establishment of CID or TDD applications is within the sole authority of the Board of County Commissioners. The Governing Body is under no obligation to approve a petition or application to establish a CID/TDD. This policy is intended to provide a guide for applicants seeking CID/TDD approval and the Board of County Commissioners in considering applications by reviewing the policies and procedures to be adhered to by applicants. The Board of County Commissioners reserves the right to reject any proposal at any time during the review process when it considers such action to be in the best interest of the County.

General Policies

Application

Interested parties shall submit a CID or TDD request via the application for public financial participation/incentives provided by the County. The County Finance Team shall review all CID/TDD applications for compliance with County policies and Kansas law prior to making a recommendation for preliminary approval to forward a petition to the Board of County Commissioners for consideration and action.

Upon preliminary approval from the Finance Team, the Team will work with the petitioner(s) to prepare a petition and develop a finance plan to present to the Board of County Commissioners for consideration to establish a CDD/TDD.

CID Petition

A valid petition must be submitted with signatures of either of the following:

- 100% of the property owners of all the land area within the proposed special assessment CID who seek
 financing solely by assessment. If all landowners petition for a CID, the County may proceed with its
 creation by a majority vote of the Board of County Commissioners and assessments without notice or
 public hearing; or
- By property owners representing more than 55% of the land area of the proposed sales tax CID, or combined sales tax and special assessment CID and also signed by property owners collectively owning more than 55% of the assessed value of the land within the proposed CID. If this petition method is utilized, the County is required to adopt an ordinance giving public notice of a hearing on the advisability of the creation and financing of a CID. Following the public hearing, the Board of County Commissioners may adopt an ordinance or ordinance by a majority vote to authorize the project and create the CID.

TDD Petition

A valid petition must be submitted with signatures of 100% of the property owners of all land area within the proposed district, for either a special assessment TDD or a sales tax TDD. A public hearing is required for a sales tax TDD, but is not required for an assessment-only TDD.

Boundaries

The CID or TDD boundaries and the method of financing the project shall not require that all property benefited by the project be included in the CID or TDD or be subject to an assessment or the CID or TDD sales tax.

Term

The Board of County Commissioners shall review the financial feasibility of each CDD/TDD proposed for consideration and shall use this information in determining the appropriate term of financing for projects within the proposed district. Any CID/TDD sales tax shall expire no later than the date the bonds issued to finance such project or refunding bonds issued for the project mature. In the event "pay-as-you-go" financing is utilized, the CID/TDD sales tax shall expire twenty-two (22) years form the date the state director of taxation begins collecting such tax or when the pay-as-you-go costs have been paid. Bonds shall mature no later than twenty-two (22) years from date of issue.

Completeness

The Board of County Commissioners shall not consider any application or petition unless all required information is submitted at least ten (10) business days prior to any such scheduled meeting. All fees and requirements of a funding agreement must also be met prior to consideration.

CRITERIA FOR USE OF CID/TDD.

The decision to establish a CID/TDD is within the sole discretion of the Board of County Commissioners. The Board of County Commissioners shall determine whether the creation of a CID/TDD is in the County's best interest by considering one or more of the following criteria:

- Promotes and supports efforts to develop or redevelop commercial sites to provide for reinvestment in the community
- Encourages quality retail development to enhance the County's economic base
- Attracts and promotes desired developments to bolster quality of life
- Allows for the construction of infrastructure that may exceed similar construction the County would have completed independent of the project
- The project is located in an area targeted by the Board of County Commissioners as being desirable for development or redevelopment
- The project would establish investment and infrastructure solutions in an area with specific site constraints making investment either undesirable or overly difficult and costly
- Recommendation of the County Finance Team
- Other factors the Board of County Commissioners deems relevant to a positive development.

Conformance to Local Requirements Including:

- Compliance with uses anticipated/identified in the Comprehensive Plan
- Quality of architectural design and/or site layout
- Enhanced use of landscaping, water quality Best Management Practices or other sustainable features
- Design of infrastructure to meet public and/or private standards.

Additional Considerations:

- Cost of the proposed improvements identified in the CID/TDD
- Sources of funding, including the amount of equity funding in comparison to public funding
- Experience and financial stability of the proposed developer/applicant
- Whether or not tenants are in place, proposed or speculative and the nature/quality of such tenants
- Impact to current businesses within the County.

FINANCING.

Sources of Funds

Eligible CID or TDD projects may be financed by any single or combination of the following:

The County is authorized to levy and collect special assessments imposed on property in the District pursuant to the CID or TDD Act which have been paid in full prior to the date set by the Board of County Commissioners as provided in the General Improvement and Assessment Law, K.S.A. 12-6a10, et seq. and the laws of the County. Two exceptions to the General Improvement and Assessment Law are provided:

- No assessments can be levied against the County-at-large, and
- If a project is also financed by a pledge of sale tax revenues or annually appropriated funds of the County, the amount of each annual special assessment may be reduced or eliminated to the extent that sufficient taxes and/or funds have been received to pay the debt service on any bonds issued pursuant to the applicable CID or TDD Act.

Special assessments imposed in the District pursuant to the applicable Act, to be paid in installments.

A pledge of all the revenue received from a CID or TDD Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act,

in any increment of .10% or .25%, not to exceed 2% for a CID (the "CID Sales Tax"), and not to exceed 1% for a TDD (the "TDD Sales Tax") as authorized by the applicable Act.

Or, any other funds annually appropriated by the Board of County Commissioners.

Finance Plan

If the Finance Team reviews the application/petition and finds it in the County's best interest to recommend creation of the CID/TDD to the Board of County Commissioners, the Finance Team will work with the applicant to create a Finance Plan which shall be presented to the Board of County Commissioners for consideration along with the petition. The Finance Plan shall address the recommended method of financing and specific terms associated the strategy.

Bonds

The County may issue CID or TDD Bonds to finance a project. In no event shall special assessments be levied against the County-at-large. Full faith and credit notes or bonds may not be issued by the County to finance a project under the TDD statutes, although public improvements authorized under other applicable statutes may be financed by TDD revenues. Guidelines for the issuance of CID or TDD Bonds include:

- If bonds are issued, the sales tax imposed to pay the bonds shall expire no later than the date the bonds mature;
- If pay-as-you-go financing is utilized, the sales tax imposed shall expire 22 years from the date the State Director of Taxation begins collecting the tax or when all project costs have been paid; and
- The minimum issue size for CID or TDD bonds issued by the County will be \$3,000,000 unless an exception is approved by the Board of County Commissioners.

CID or TDD Bonds issued under this policy must include security for the bonds of a sufficient amount to minimize any risk of default and be allowed by state and federal tax laws.

CID or TDD Bonds issued under this policy must be sold to qualified investors (as defined by the Securities and Exchange Commission Regulation D) in accordance with the minimum denominations as provided therein.

If a negotiated sale of the bonds is necessary, the County will typically select the underwriter needed to structure, price and sell the bonds through a competitive process. Exceptions to this process may be approved by the County Administrator upon consultation with the County's bond counsel and financial advisor. County staff and the County's financial advisor will be directly involved in all negotiated sale pricing.

At its sole discretion, the County may require that an independent feasibility study of future CID or TDD revenues be performed, with any such cost being covered by the applicant if not reimbursable form the bond proceeds.

Annual Appropriation

The Board of County Commissioners may choose to, but is not obligated, to annually appropriate funds to secure CID or TDD revenue bonds. In the event this security option is preferred, the financing plan shall specifically address the risk mitigation steps to ensure an extremely low probability of the County ever having to utilize its general revenues for debt service.

Reimbursement CID or TDD

Petitioners may be reimbursed for eligible CID or TDD projects on a "pay-as-you-go" basis until the Board of County Commissioners determines issuance of bonds is viable and in the County's best interest.

Project Funds

A separate fund shall be established for each CID or TDD with a clear identifiable title. The proceeds from the sale of bonds, CID or TDD sales taxes, any special assessment and any other funds appropriated by the Board of County Commissioners shall be credited to such fund and the fund shall be solely used to pay the costs of the project.

Fees Associated with CID or TDD

Initial Application Fee

A non-refundable amount of \$5,000 shall accompany the CID or TDD Application.

Annual Administrative Service Fee

An amount equal to .5% of the project costs reimbursed to the applicant or its successor.

Funding Agreement

The County will retain administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to consider the CID or TDD. The applicant shall enter into a funding agreement in order to pay the County for its fees and expenses, which may include the time of its administrative staff, outside counsel, County Counselor and consultants, as well as other expenses potentially incurred by the County. The funding agreement shall call for the applicant to establish a fund in the amount of \$20,000 (the Fund) in order to assure the prompt and timely payment of the aforementioned charges. The County shall use the Fund to pay for the County's Bond Counsel, Financial Advisor and other professional consultant's fees and apply the hourly fees incurred y the County's professional consultants for work on the CID or TDD application.

Development Agreement

Prior to commencing development of the CID or TDD (including issuance of bonds), the developer shall execute a Development Agreement as approved by the County Counselor, Bond Counsel and Board of County Commissioners.

PROCEDURES.

The following general procedures shall govern the approval of all CID or TDD requests within the County. All requests or applications for a CID or TDD shall be considered and acted upon in accordance with this policy. These procedures are established under the authority of the County Administrator. These provisions may be waived by the County Administrator, if such a waiver is in the best interest of the County and does not conflict with any statutory or procedural requirement of state law.

Application Process

The applicant shall make application for a CID or TDD by completing and filing the application provided by the County. The application shall include, but is not limited to:

- Legal description of the proposed boundaries of the CID or TDD district
- Map of the district area with accompanying tax parcel ID information
- A detailed description that identifies the proposed buildings, facilities and other improvements to be
 constructed in the CID or in connection with the TDD, including the estimated fair market and assessed
 value of any private improvements as well as the estimated date in which construction of the
 improvements will be completed and commenced
- Summary of the proposed financing plan including sources and uses of funds

- Current and proposed taxable retail sales within the CID or TDD
- The applicable application fee.

General Application Procedure

The application shall be distributed to the Finance Team. The County will only consider applications that are complete and fully articulated. The applicant will also be responsible for providing any additional information requested by staff of the Board of County Commissioners as requested to assist the County in making the most informed analysis and recommendation relative to the CID or TDD application and/or petition. Any inaccuracy, misstatement or error of fact may render the submission null and void and may be cause for the repeal of any development assistance ultimately provided by the County through the Act in reliance upon said information.

Finance Team Review

The Finance Team shall review applications. The Finance Team will verify that the CID or TDD is necessary to promote the general and economic welfare of the County, gather and review additional information as necessary to determine if the applicant meets the objectives of this policy, obtain input of applicable County departments with respect to the proposed physical plan and infrastructure needs, prepare a timeline for processing the application, conduct discussions and negotiations with the applicant and to recommend to the Board of County Commissioners whether the application should be favorably considered.

The recommendation of the Finance Team does not constitute approval or denial of the project and all site plan, rezoning, special use permit or other regulatory requirements regarding land use must also be satisfied.

In reviewing the information, the Finance Team may utilize the services of consultants, including but not limited to bond counsel and financial advisors. Finance Team records, including the applications submitted for CID or TDD approval, may be eligible for withholding from public disclosure as provided under the Kansas Open Records Act, but shall be available for public inspection when otherwise required by law.

BOARD OF COUNTY COMMISSIONERS ACTIONS.

No elected or appointed officer, employee or committee member of the County, and no Chamber of Commerce Board, Economic Development Council Board or other public or private body or individual shall be authorized to speak for or commit the Board of County Commissioners to the establishment of a CID or TDD.

Upon receiving the recommendation of the Finance Team, the Board of County Commissioners shall determine whether to accept or reject the application for creation of a CID or TDD. Upon a favorable affirmative vote, the Board of County Commissioners shall follow the statutorily prescribed process for the establishment of a district. This process shall be an expression of good faith intent, but shall not in any way bind the County to establish a district.

Approval of the creation of a CID or TDD based on the information presented does not constitute an implied or other approval of a site plan, special use permit, plat, rezoning or other land use development application and must successfully complete those processes independent of the CID or TDD process.

WAIVER OF REQUIREMENTS.

The Board of County Commissioners reserves the right to grant or deny a CID or TDD under circumstances beyond the scope of this policy or to waive provisions herein. However, no such action or waiver shall be taken or made except upon the finding of the Board of County Commissioners that a compelling or imperative reason

| statutory requirement of s | tate law shall be waived. | |
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or emergency exists, and that such action or waiver is found and declared to be in the public interest. No

SITE SPECIFIC AGREEMENTS

The Board of County Commissioners of Leavenworth County, Kansas retains the right to modify, amend or create additional policies and/or incentives to encourage the development of specific, difficult to develop sites within the County limits. Such agreements will be atypical and reserved for unique opportunities. Such agreements shall also require approval by the Board of County Commissioners and must be made prior to any development occurring on the selected sites.

STATE OF KANSAS ECONOMIC DEVELOPMENT INCENTIVES

In conjunction with the applicant for economic development incentives, County staff will work with the applicant and the State of Kansas' Department of Commerce to identify any state offered programs to assist in the development. The County works closely with the Department of Commerce to coordinate incentives administered by the state. Typically, the County's economic development professionals serve as the primary contact to begin the identification and application process for State of Kansas incentive attainment.

APPLICATION FOR ECONOMIC DEVELOPMENT INCENTIVES

Directions

Please complete and submit requested information for all sections as accurately and completely as possible. If a response is not applicable, please respond "N/A." All applications shall be reviewed for completeness and accuracy. Any supplemental information and supporting information is encouraged to accompany the completed application along with a \$1,000 application fee unless otherwise noted in the incentive language of the Economic Development Policy.

Completed applications may be submitted to:

Economic Development Administrator Leavenworth County 300 Walnut Street Leavenworth, Kansas 66048 tcole@leavenworthcounty.gov

Contact Information Company Name: Headquarters Location (Street Address, City, State Zip): State of Business Formation: Federal Tax ID#: Primary Contact, Title, Address, Phone, Email: Description of Business Entity and Business Activity: NAICS: Founding Date of Company: Business Structure (Corp, LLC, Sole Proprietorship, etc): Number of Locations: (In Kansas, In USA, Global) In the previous five years, has the organization been subject to any litigation or is currently engaged in litigation? If yes, please provide a detailed synopsis:

Please attach Business Organization Documents including Articles of Incorporation and Secretary of State

Certificate of Good Standing to this application.

Project Information Project Type (Industrial, Retail, Commercial, Office, other – please specify): Facility Type (new construction, expansion of existing facility, other): Project Address (Street, City, State, Zip): Will the project property be owned or leased? Purchase Price: Purchase Date: Lease Rate (per square foot): Square Footage Leased: Term of Lease in Years):

Estimated Construction Start Date:

Description of the Project:

Estimated Construction Completion and Operation Commencement Date:

Overall Project Cost Estimate Not Including Purchase or Lease Costs):

Project Investment Schedule:

| Year | Land | Building | FF&E | Taxable Inventory |
|------|------|----------|------|-------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Taxable Sales Schedule: Please list the estimated sales subject to sales taxes.

| Year | Annual Sales Subject to Sales Taxes |
|------|-------------------------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |

Job Type Information:

| Job Type ID # | Job Type | Median Annual | Existing Position # | New Position # |
|---------------|----------------------|---------------|---------------------|----------------|
| | | Wages | | |
| 1 | Top Executives |).K | | |
| 2 | Managers/Supervisors | | | |
| 3 | Production Workers | | | |
| 4 | Office Staff | | | |
| 5 | Laborers | | | |
| 6 | Entry Level | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

Please specify how many of each job classification will be created over the first ten years of the project.

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| _ | CLLI | LILV. |

| Peak Demand | (monthly | /) in Ki | lowatts: |
|-------------|----------|----------|----------|
|-------------|----------|----------|----------|

Average Monthly Usage in Kilowatt Hours:

Average Monthly Load Factor:

Dual Feed Required:

| Water: |
|--|
| Average Monthly Consumption: |
| Can Local Water District Accommodate the Needs of the Project? |
| Wastewater: |
| Average Monthly Discharge: |
| Facility Details: |
| Building Size: |
| Manufacturing Space: |
| Office space: |
| Retail Space: |
| Ceiling Heights: |
| Acres: |
| Parking Requirements: |
| Rail Access Usage: |
| Type of Incentives Desired: |
| Tax Increment Financing: |
| Tax Abatement: |
| Community Improvement District: |
| Transportation Development District: |
| Other: |

Amount of Incentives Requested:

| Certification: |
|---|
| I (we) the undersigned do hereby acknowledge, certify and agree: |
| A. The submission of this Application does not create any property, contract or other legal rights in any person or entity to have Leavenworth County, Kansas to provide incentive funding. |
| B. Applicant certifies that all requested information in the Application have been completed and all statements are true and correct, and it is executed under penalties of perjury. |
| Signed this day of, 20 |

Applicant Name, Title and Signature