

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

May 17, 2023

9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
  - a) EMS Week Proclamation
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of the meeting of May 10, 2023

- b) Approval of the schedule for the week May 22, 2023
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve the appointment of Dave Clevenger to the Board of Codes Appeals Board.

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve continued agreement with Clearwater Enterprises for natural gas services.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

**WORK SESSION TO DISCUSS ROAD IMPROVEMENT  
AGREEMENT TEMPLATE**

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, May 15, 2023**

**Tuesday, May 16, 2023**

12:00 p.m.      LCPA meeting

**Wednesday, May 17, 2023**

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

**Thursday, May 18, 2023**

**Friday, May 19, 2023**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

Proclamation

EMS Week Proclamation

To designate the Week of May 21 – 27, as

Emergency Medical Services Week

**Whereas**, emergency medical services is a vital public service; and

**Whereas**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**Whereas**, access to quality emergency care dramatically improves the survival and recovery rate to those who experience sudden illness or injury; and

**Whereas**, the members of emergency medical services teams engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

**Whereas**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, law enforcement, educators, administrators, nurses, physicians, and other medical care providers; and

**Whereas**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

**Whereas**, last year alone, over 12,000 emergency calls were answered by EMS in Leavenworth County;

**Now therefore**, the Leavenworth County Board of County Commissioners in recognition of their valuable service proclaim the week of May 21 – 27, 2023, as Emergency Medical Services Week. With the theme, EMS, Where Emergency Care Begins, signifying the commitment of EMS practitioners to providing services and answering the call of a career that demands passion and purpose, day in and day out.

In Witness thereof, I, Vicky Kaaz, have here unto set my hand and have caused the  
Seal of the County of Leavenworth, Kansas to be affixed this 17 Day of May 2023.

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Vicky Kaaz, BOCC Chairperson

\*\*\*\*\*May 10, 2023 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, May 10, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith and Commissioner Stieben are present; Commissioner Culbertson present by phone; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Jamie Miller, EMS/Health Department Director; Chuck Magaha, Emergency Management; Corporal Megan Mance, Leavenworth County Sheriff's Department; Bill Noll, Infrastructure and Construction Services; Edd Hingula, Leavenworth City Commissioner; David Frese, Mayor of Tonganoxie; John Richmeier, Leavenworth Times

Residents: Renee Larkin-Boeppler, Lisa Schmidt

**PUBLIC COMMENT:**

There were no public comments.

**ADMINISTRATIVE BUSINESS:**

Commissioner Kaaz read a proclamation recognizing National Police Week.

Commissioner Kaaz read a proclamation recognizing Child Care Provider Appreciation Day occurring May 12<sup>th</sup>.

Commissioner Doug Smith read from a letter dated March 19, 1990 from the Board of County Commissioners to the Kansas Legislators discussing the state mandates the county has to pay for.

Commissioner Stieben requested the amount each department has in carryover per year for the budget process.

Commissioner Kaaz read a statement clarifying information that Pat Proctor has put on social media.

Mark Loughry read the statistics that would affect property taxes with veteran's exemptions.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Doug Smith to accept the consent agenda for Wednesday, May 10, 2023 as presented.***

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

Jamie Miller and Chuck Magaha requested to end the COVID-19 disaster declaration.

***A motion was made by Commissioner Mike Smith and seconded by Commissioner Stieben to end the COVID-19 disaster declaration.***

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

Bill Noll requested approval an agreement with KDOT for construction engineering services by Finney and Turnipseed for bridge ST-100.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to approve KDOT agreement for construction engineering services by Finney and Turnipseed for bridge ST-100 not to exceed \$26,000.00.***

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

Mr. Noll requested to accept bid from Dondlinger Construction for the E-48 bridge replacement project.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to accept the bid from Dondlinger Construction for the E-48 bridge replacement project as part of the KDOT local bridge grant in an amount not to exceed \$439,513.00.***

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

Renee Larkin commented on a non-agenda item.

Commissioner Kaaz attended a luncheon for the Workforce Partnership, the kick-off event for Ride KC, the Night at the Races for CASA, the Mental Health Task Force meeting, and the Leavenworth City Commission meeting.

Commissioner Stieben participated in the Port Authority meeting. He met with staff on the K-16 project regarding fire department trucks. He is also holding a town hall at the Linwood Community Center tomorrow at 6:00 p.m. to speak about Fire District #2.

Commissioner Mike Smith attended the Fishing Derby in Lansing and the Lansing Mayor State of the City Address.

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

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

The Board adjourned at 9:59 a.m.

# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, May 22, 2023

## Tuesday, May 23, 2023

8:00 a.m. Workforce Partnership

12:00 p.m. MARC meeting

## Wednesday, May 24, 2023

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

## Thursday, May 25, 2023

## Friday, May 26, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 05/05/2023 END DATE: 05/12/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	334202	103054 AP	05/12/2023	3-001-5-49-301	108 CO CLERK/ELECTION OFFICER	405.00	
1964	ALL STATEFIRE EQUIP	ALL STATE FIRE EQUIPMENT	334203	103055 AP	05/12/2023	3-001-5-07-208	LVSHERIFF - INSPECTIONS,PARTS,	426.26	
1537	ARV - PARTS	AMERICAN RESPONSE VEHICLE INC	334206	103058 AP	05/12/2023	3-001-5-05-306	EMS - IV HOOK	108.55	
7800	AXON ENTERPRISE	AXON ENTERPRISE,INC	334208	103060 AP	05/12/2023	3-001-5-07-353	108909 SHF TASERS AND ACCESSOR	10,073.70	
550	BECK, JUDITH	JUDITH BECK	334209	103061 AP	05/12/2023	3-001-5-07-219	MAY MEDICAL SERVICES/INMATES	6,041.67	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	334213	103065 AP	05/12/2023	3-001-5-05-381	EMS FIELD SUPPLIES	219.20	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	334213	103065 AP	05/12/2023	3-001-5-05-381	EMS FIELD SUPPLIES	210.20	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	334213	103065 AP	05/12/2023	3-001-5-05-381	EMS FIELD SUPPLIES	51.80	
23537	BOUND TREE	BOUND TREE MEDICAL LLC	334213	103065 AP	05/12/2023	3-001-5-05-381	EMS FIELD SUPPLIES	362.00	
							*** VENDOR 23537 TOTAL		843.20
283	BUSETTI ROBERT	ROBERT BUSETTI	334215	103067 AP	05/12/2023	3-001-5-07-219	MONTHLY DENTIST FOR INMATES	350.00	
1003	CENTRALSQUARE	CENTRALSQUARE TECHNOLOGIES,LLC	334216	103068 AP	05/12/2023	3-001-5-07-262	GRP 6790 CONTR Q-134107 S PRO	4,234.54	
496	CHAPMAN SEPTIC	JOSH CAVANESS	334217	103069 AP	05/12/2023	3-001-5-07-208	PUMPED OUT GREASE TRAP IN JAIL	285.00	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	334218	103070 AP	05/12/2023	3-001-5-32-296	01001100496 JANITORIAL SVC JC	5,860.00	
156	CONVERGEONE	CONVERGEONE INC	334221	103073 AP	05/12/2023	3-001-5-07-362	AOSLVCO0001 10 DUO TOKENS	307.44	
546	CURTIS	CURTIS,STALEY,AND ASSOCIATES	334222	103074 AP	05/12/2023	3-001-5-07-219	MENTAL HEALTH SVCS FOR INMATES	3,000.00	
17551	DIGGER JIM	DIGGER JIM'S	334223	103075 AP	05/12/2023	3-001-5-33-209	CUSHING BLDG - CLEAN DRAIN	300.00	
21300	DIST CT EMPL REIMB	STEVEN CROSSLAND	334224	103076 AP	05/12/2023	3-001-5-19-213	REIM MILEAGE ATCHISON COURT CL	229.25	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334171	103041 AP	05/09/2023	3-001-5-05-215	EMS 9103 ELECTRIC SVC	388.89	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-001-5-07-223	ELECTRIC SVC TO SIRENS	1,145.48	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334171	103041 AP	05/09/2023	3-001-5-33-392	ELECTRICITY 711 MARSHALL	5,561.38	
							*** VENDOR 86 TOTAL		7,095.75
1011	FEDEX	FEDEX	334226	103078 AP	05/12/2023	3-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	77.30	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	80.00	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	32.80	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	96.28	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	35.86	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	14.17	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	61.60	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	63.99	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	96.28	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-350	5289255 UNIFORMS, FLASHLIGHTS	153.86	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-353	5289255 UNIFORMS, FLASHLIGHTS	515.00	
971	GALLS	GALLS	334229	103081 AP	05/12/2023	3-001-5-07-359	5289255 UNIFORMS, FLASHLIGHTS	824.00	
							*** VENDOR 971 TOTAL		1,973.84
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-001-5-06-222	LEAV01 APRIL GPS SVC + AMBULAN	32.66	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-001-5-11-253	LEAV01 APRIL GPS SVC + AMBULAN	16.33	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-001-5-31-230	LEAV01 APRIL GPS SVC + AMBULAN	48.99	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-001-5-41-271	LEAV01 APRIL GPS SVC + AMBULAN	114.31	
							*** VENDOR 243 TOTAL		212.29
19139	HEARTLAND	HEARTLAND TOW INC	334233	103085 AP	05/12/2023	3-001-5-07-213	TOW #108 JC TO CO SHOP	108.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	334238	103090 AP	05/12/2023	3-001-5-11-208	CO ATTY - ONSITE SHREDDING RXV	26.00	
394	KANSAS CITY EMERGENC	KANSAS CITY EMERGENCY PHYSICIA	334240	103092 AP	05/12/2023	3-001-5-07-219	INMATE MEDICAL BILL	90.35	
46	KANSAS COR	KANSAS CORRECTIONAL INDUSTRIES	334241	103093 AP	05/12/2023	3-001-5-07-359	1052001 JAIL SUPPLIES (LAUNDRY	3,330.50	
6636	KANSAS GAS	KANSAS GAS SERVICE	334172	103042 AP	05/09/2023	3-001-5-05-215	512142220 200697009 GAS SERVIC	263.31	
6636	KANSAS GAS	KANSAS GAS SERVICE	334172	103042 AP	05/09/2023	3-001-5-05-215	510263944 1556921 09 GAS SERVI	169.17	
6636	KANSAS GAS	KANSAS GAS SERVICE	334172	103042 AP	05/09/2023	3-001-5-14-220	510614745 1631910 36 GAS SERVI	341.21	
							*** VENDOR 6636 TOTAL		773.69
11469	KANSAS JUD	KANSAS JUDICIAL COUNCIL	334242	103094 AP	05/12/2023	3-001-5-07-303	2 PIK 2022 SUPPLEMENT,1 PIK ON	285.00	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	334173	103043 AP	05/09/2023	3-001-5-18-213	08-LVCOKS01 LOCATE SERVICES	21.60	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	334173	103043 AP	05/09/2023	3-001-5-31-290	08-LVPWD01 LOCATES	7.20	
							*** VENDOR 1851 TOTAL		28.80

warrants by vendor



START DATE: 05/05/2023 END DATE: 05/12/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
3197	KLM	LEAGUE OF KS MUNICIPALITIES	334244	103096 AP	05/12/2023	3-001-5-09-202	SPRING CLE JUNE 9, 2023	100.00	
681	KRWA	KANSAS RURAL WATER ASSOCIATION	334245	103097 AP	05/12/2023	3-001-5-07-202	BACKFLOW... RECERT K DIDDE	150.00	
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	334246	103098 AP	05/12/2023	3-001-5-19-221	9020533027 DIST CT INTERPRETER	4.75	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334250	103102 AP	05/12/2023	3-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	1,513.42	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334251	103103 AP	05/12/2023	3-001-5-11-209	CO ATTORNEY 1 YEAR RENEWAL	179.00	
200	LEXIPOL	THE PRAETORIAN GROUP	334252	103104 AP	05/12/2023	3-001-5-07-208	1212 SHERIFF'S OFFICE 93 TRAIN	5,364.24	
417	MANATRON	AUMENTUM TECHNOLOGIES	334254	103106 AP	05/12/2023	3-001-5-18-254	1705204 SOFTWARE MAINT JUL23-J	49,987.00	
17197	MIAMI CO A	MIAMI COUNTY ATTORNEY	334256	103108 AP	05/12/2023	3-001-5-19-222	REVIEW FEE 5/4/23 MI 2021CT083	50.00	
61	MIAMI CO DIST CT	DISTRICT COURT OF MIAMI COUNTY	334257	103109 AP	05/12/2023	3-001-5-19-222	MI COUNTY ATTY FEE 2021CT083 (	60.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-001-5-05-283	OPK597_K COPIES EMS	323.48	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-001-5-07-208	LC00_K COPIES (SHF)	161.74	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-001-5-07-208	LC00_K COPIES (SHF)	239.16	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-001-5-07-208	LC00_K COPIES (SHF)	146.16	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-001-5-07-208	LC00_K COPIES (SHF)	47.51	
							*** VENDOR	2059 TOTAL	918.05
2666	MISC REIMBURSEMENTS	MICAH BRAY	334262	103114 AP	05/12/2023	3-001-5-11-301	REIM FOR PAMPHLETS	397.35	
2666	MISC REIMBURSEMENTS	SOMA SAN	334261	103113 AP	05/12/2023	3-001-5-42-285	REIM MILEAGE - KDOT FLY DAY	94.32	
							*** VENDOR	2666 TOTAL	491.67
4583	MURRFIELD	MURRFIELD FARM SUPPLY	334263	103115 AP	05/12/2023	3-001-5-53-305	1252 CHEMICALS (SPOKE WITH PAM	14,364.00	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	334263	103115 AP	05/12/2023	3-001-5-53-305	1252 CHEMICALS (SPOKE WITH PAM	40,956.80	
							*** VENDOR	4583 TOTAL	55,320.80
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	334265	103117 AP	05/12/2023	3-001-5-07-203	NOTARY BOND/FILING FEE/SUPP. /	75.00	
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	334265	103117 AP	05/12/2023	3-001-5-07-203	NOTARY BOND/FILING FEE/SUPP. /	24.00	
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	334265	103117 AP	05/12/2023	3-001-5-07-203	NOTARY BOND/FILING FEE/SUPP. /	10.00	
24927	NOTARY PUB	NOTARY PUBLIC UNDERWRITERS OF	334265	103117 AP	05/12/2023	3-001-5-07-203	NOTARY BOND/FILING FEE/SUPP. /	9.95	
							*** VENDOR	24927 TOTAL	118.95
803	NOXIOUS WE	LEAV CO NOXIOUS WEED DEPT	334266	103118 AP	05/12/2023	3-001-5-32-391	BUILDINGS & GROUNDS - TORDON/G	427.60	
803	NOXIOUS WE	LEAV CO NOXIOUS WEED DEPT	334266	103118 AP	05/12/2023	3-001-5-32-391	BUILDINGS & GROUNDS - TORDON/G	193.00	
							*** VENDOR	803 TOTAL	620.60
196	OLSSON	OLSSON, INC	334269	103122 AP	05/12/2023	3-001-5-06-206	019-28310 PROF SVC TO 4.8.23	3,608.50	
3	OTHER COUNTY OFFICE	DRIVER&VEHICLE RECORDS DIV,DMV	334175	103045 AP	05/09/2023	3-001-5-11-213	K4871NS CERT COPY OF DL RECORD	3.00	
639	PATTY, KRISTEN	KRISTEN B PATTY	334270	103123 AP	05/12/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY APPEA	840.00	
224	PRIME HEALTHCARE	PRIME HEALTHCARE SERVICES	334273	103126 AP	05/12/2023	3-001-5-07-219	INMATE MEDICAL BILL	10.41	
224	PRIME HEALTHCARE	PRIME HEALTHCARE SERVICES	334273	103126 AP	05/12/2023	3-001-5-07-219	INMATE HOSPITAL BILL	825.00	
							*** VENDOR	224 TOTAL	835.41
7098	QUILL CORP	QUILL CORP	334275	103128 AP	05/12/2023	3-001-5-28-301	5367908 OFFICE SUPPLIES (HR)	17.99	
7098	QUILL CORP	QUILL CORP	334275	103128 AP	05/12/2023	3-001-5-28-301	5367908 OFFICE SUPPLIES (HR)	48.64	
7098	QUILL CORP	QUILL CORP	334275	103128 AP	05/12/2023	3-001-5-28-301	5367908 OFFICE SUPPLIES (HR)	15.79	
							*** VENDOR	7098 TOTAL	82.42
2183	RECORD PUBLICATIONS	THE RECORD PUBLICATIONS	334176	103046 AP	05/09/2023	3-001-5-49-343	POSTAGE/OUTGOING BALLOTS-BASEH	2,277.65	
223	RIVERSIDE	RIVERSIDE RESOURCES	334177	103047 AP	05/09/2023	3-001-5-25-210	PER 2023 LEAVCO BUDGET	28,476.00	
27574	ROBINSON G	LAW OFFICE OF GREGORY C ROBINS	334277	103130 AP	05/12/2023	3-001-5-09-231	CONFLICT APPOINTED ATTORNEY	60.00	
27574	ROBINSON G	LAW OFFICE OF GREGORY C ROBINS	334277	103130 AP	05/12/2023	3-001-5-09-231	CONFLICT APPOINTED ATTORNEY	60.00	
							*** VENDOR	27574 TOTAL	120.00
49	ST LUKES	ST LUKES HOSPITAL	334178	103048 AP	05/09/2023	3-001-5-14-312	SEXUAL ASSAULT EVIDENCE COLLEC	725.00-	
49	ST LUKES	ST LUKES HOSPITAL	334178	103048 AP	05/09/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00	
49	ST LUKES	ST LUKES HOSPITAL	334178	103048 AP	05/09/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00	
49	ST LUKES	ST LUKES HOSPITAL	334178	103048 AP	05/09/2023	3-001-5-14-321	SEXUAL ASSAULT EVIDENCE COLLEC	725.00	
							*** VENDOR	49 TOTAL	1,450.00
1270	ST VINCENT CLINIC	ST VINCENT CLINIC	334279	103132 AP	05/12/2023	3-001-5-29-205	PER LEAVCO 2023 BUDGET	5,000.00	
1270	ST VINCENT CLINIC	ST VINCENT CLINIC	334279	103132 AP	05/12/2023	3-001-5-29-205	PER LEAVCO 2023 BUDGET	5,000.00	
							*** VENDOR	1270 TOTAL	10,000.00

START DATE: 05/05/2023 END DATE: 05/12/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
6575	STERICYCLE	STERICYCLE, INC	334280	103133 AP	05/12/2023	3-001-5-07-359	2237623 LVSO MEDICAL WASTE REM	202.36	
4445	T MOBILE	T-MOBILE USA, INC	334179	103049 AP	05/09/2023	3-001-5-05-210	EMS WIRELESS SERVICE	446.55	
261	TELEFLEX	TELEFLEX FUNDING LLC	334283	103136 AP	05/12/2023	3-001-5-05-381	1239536 EMS - NEEDLES	562.50	
56	TONGANOXIE MIRROR	THE TONGANOXIE MIRROR	334285	103138 AP	05/12/2023	3-001-5-07-209	EMERGENCY MANAGEMENT 1 YEAR SU	42.00	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	334286	103139 AP	05/12/2023	3-001-5-19-214	100492 FILE RETRIEVAL	21.94	
5610	UNION MILL SUPPLY	UNION MILL SUPPLY,LLC	334288	103141 AP	05/12/2023	3-001-5-07-359	PRO DRY 5 GAL / JAIL	1,536.00	
2	WATER DEPT	WATER DEPT	334180	103050 AP	05/09/2023	3-001-5-05-215	EMS 9101 WATER SVC	97.96	
2	WATER DEPT	WATER DEPT	334180	103050 AP	05/09/2023	3-001-5-14-220	WATER SVC COURTHOUSE	866.31	
2	WATER DEPT	WATER DEPT	334180	103050 AP	05/09/2023	3-001-5-32-392	WTER SVC JUSTICE CENTER	3,716.51	
2	WATER DEPT	WATER DEPT	334180	103050 AP	05/09/2023	3-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	85.12	
2	WATER DEPT	WATER DEPT	334180	103050 AP	05/09/2023	3-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	265.82	
							*** VENDOR	2 TOTAL	5,031.72
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-11-253	CO ATTY FUEL TO 4.23	114.08	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-331	EMS FUEL TO 4.23	7,863.28	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-332	SHERIFF/EOC FUEL TO 4.23	6,656.23	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-332	SHERIFF/EOC FUEL TO 4.23	.00	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-334	APPRAISER FUEL TO 4.23	236.59	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-335	PLANNING FUEL TO 4.23	65.29	
276	WEX	WEX BANK	334296	61	05/12/2023	3-001-5-14-901	0496-00-668063-1 WEX REBATE AC	247.68-	
							*** VENDOR	276 TOTAL	14,687.79
100	WITNESS LIST						*** VENDOR	100 TOTAL	251.64
							TOTAL FUND 001		231,820.09
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12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	334274	103127 AP	05/12/2023	3-108-5-00-606	3129 WIC:TELEPHONE INTERPRETIN	124.90	
276	WEX	WEX BANK	334296	61	05/12/2023	3-108-5-00-304	HEALTH DEPT FUEL TO 4.23	100.14	
							TOTAL FUND 108		225.04
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18634	AMERICAN E	AMERICAN EQUIPMENT CO	334204	103056 AP	05/12/2023	3-115-5-00-423	SALT DOG CONTROLLER,HARNESS+ F	4,500.04	
385	CNH INDUSTRIAL	CNH INDUSTRIAL CAPITAL AMERICA	334170	103040 AP	05/09/2023	3-115-5-00-410	2269378 EQ0012600 2B TRACK LOA	10,614.23	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-115-5-00-423	LEAV01 APRIL GPS SVC + AMBULAN	114.31	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-115-5-00-434	LEAV01 APRIL GPS SVC + AMBULAN	538.89	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-115-5-00-436	LEAV01 APRIL GPS SVC + AMBULAN	207.57	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-115-5-00-436	LEAV01 APRIL GPS SVC + AMBULAN	15.00	
							*** VENDOR	243 TOTAL	875.77
							TOTAL FUND 115		15,990.04
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2404	USD 409 AT RISK PROG	USD 409 AT RISK PROGRAM	334289	103142 AP	05/12/2023	3-121-5-00-206	3RD QUARTER KDOC REIMB	12,199.04	
1831	USD 469 AFTER SCHOOL	USD 469 AFTER SCHOOL VILLAGE	334290	103143 AP	05/12/2023	3-121-5-00-208	3RD QTR KDOC REIMB	3,750.00	
							TOTAL FUND 121		15,949.04
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113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-123-5-00-301	50ULCO8 COPIES	29.35	
							TOTAL FUND 123		29.35
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243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-126-5-00-221	LEAV01 APRIL GPS SVC + AMBULAN	16.33	
7098	QUILL CORP	QUILL CORP	334275	103128 AP	05/12/2023	3-126-5-00-321	5645204 OFFICE SUPPLIES	322.18	
7098	QUILL CORP	QUILL CORP	334275	103128 AP	05/12/2023	3-126-5-00-321	5645204 OFFICE SUPPLIES	1,062.74	
							*** VENDOR	7098 TOTAL	1,384.92
113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-126-5-00-321	50COL COPIES COMM CORR ADT	84.27	

warrants by vendor

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#						
276	WEX	WEX BANK	334296	61	05/12/2023	3-126-5-00-221	ADT COMM CORR FUEL TO 4.23	25.39	
								TOTAL FUND 126	1,510.91
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	334237	103089 AP	05/12/2023	3-127-5-00-3	SMART SCREEN UA TEST CUPS	873.00	
								TOTAL FUND 127	873.00
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	334258	103110 AP	05/12/2023	3-130-5-00-2	LC00_K COPIES - CCH (SHF)	99.77	
								TOTAL FUND 130	99.77
7158	A-1 RENTAL	A-1 RENTAL	334199	103051 AP	05/12/2023	3-133-5-00-214	5-14 MONTHLY TOILET RENTALS	110.00	
7158	A-1 RENTAL	A-1 RENTAL	334199	103051 AP	05/12/2023	3-133-5-00-214	5-14 MONTHLY TOILET RENTALS	220.00	
								*** VENDOR 7158 TOTAL	330.00
4136	BRANDT FAB	BRANDT FABRICATING	334214	103066 AP	05/12/2023	3-133-5-00-440	5-15 METALSHEETING, ALL THREAD	211.60	
571	CONTECH	QUIKRETE HOLDINGS	334220	103072 AP	05/12/2023	3-133-5-00-325	5-16 740886 BAND	385.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334171	103041 AP	05/09/2023	3-133-5-00-251	5-8 ELEC SVC NORTH END SALT DO	24.55	
290	FELDMANS	FELDMANS	334227	103079 AP	05/12/2023	3-133-5-00-364	5-17 30336 SAFETY BOOTS C ROCK	165.00	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	1,685.06	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	2,497.86	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	2,930.40	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	2,988.92	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	904.81	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	411.06	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-133-5-00-361	5-18 300467 ROCK	385.64	
								*** VENDOR 434 TOTAL	11,803.75
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	334235	103087 AP	05/12/2023	3-133-5-00-310	5-19 74217 ANTIFREEZE, HEAVY D	269.55	
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	334235	103087 AP	05/12/2023	3-133-5-00-310	5-19 74217 ANTIFREEZE, HEAVY D	563.42	
								*** VENDOR 3621 TOTAL	832.97
565	KA-COMM INC	KA-COMM INC	334239	103091 AP	05/12/2023	3-133-5-00-360	5-21 SIREN WITH BUSH BUTTON CO	827.95	
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	334243	103095 AP	05/12/2023	3-133-5-00-327	5-20 SURVEY REFERENCE REPORTS	116.00	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-318	5-22 495 ROCK	20,789.17	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-318	5-22 495 ROCK	6,406.66	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-318	5-22 495 ROCK	34,065.39	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-362	5-22 495 ROCK	7,246.75	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-362	5-22 495 ROCK	13,439.07	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-362	5-22 495 ROCK	11,677.71	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334248	103100 AP	05/12/2023	3-133-5-00-362	5-22 495 ROCK	2,691.58	
								*** VENDOR 1351 TOTAL	96,316.33
461	LEAV CO CO	LEAV CO COOP	334249	103101 AP	05/12/2023	3-133-5-00-304	5-10 FUEL,FLUIDS/LUBES	26,708.39	
461	LEAV CO CO	LEAV CO COOP	334249	103101 AP	05/12/2023	3-133-5-00-310	5-10 FUEL,FLUIDS/LUBES	4,092.03	
								*** VENDOR 461 TOTAL	30,800.42
678	LIFESAVERS CPR	LIFESAVERS CPR INSTRUCTORS,LLP	334253	103105 AP	05/12/2023	3-133-5-00-201	5-23 CPR/AED TRAINING X10	500.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	16.23	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	32.46	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	775.86-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	2,174.50	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	387.93-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	1,475.18	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	387.93-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334255	103107 AP	05/12/2023	3-133-5-00-360	5-24 959889 LAMPS, INJECTORS,C	251.16	
								*** VENDOR 232 TOTAL	2,397.81
2666	MISC REIMBURSEMENTS	BILL NOLL	334260	103112 AP	05/12/2023	3-133-5-00-201	5-13 PER DIEM,REIM LODGING/MIL	104.40	
2666	MISC REIMBURSEMENTS	BILL NOLL	334260	103112 AP	05/12/2023	3-133-5-00-201	5-13 PER DIEM,REIM LODGING/MIL	56.00	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#							
2666	MISC REIMBURSEMENTS	BILL NOLL	334260	103112 AP	05/12/2023	3-133-5-00-201	5-13	PER DIEM,REIM LODGING/MIL	270.52		
2666	MISC REIMBURSEMENTS	BILL NOLL	334260	103112 AP	05/12/2023	3-133-5-00-201	5-13	PER DIEM,REIM LODGING/MIL	66.16		
									*** VENDOR	2666 TOTAL	497.08
24	NATIONAL SIGN	NATL SIGN CO INC	334264	103116 AP	05/12/2023	3-133-5-00-363	5-26	KSCLEA CONSTR GRADE TEMP	1,280.00		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-312	5-11	19615 FILTERS, PLUGS, BRA	103.92		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-312	5-11	19615 FILTERS, PLUGS, BRA	17.99		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-312	5-11	19615 FILTERS, PLUGS, BRA	25.98		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-312	5-12	19615 FILTERS,BATT TERMIN	3.34		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	23.28		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	39.64		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	19.32		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	522.58		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	45.07		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	580.79		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	29.73		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	39.60		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	19.22		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	14.98		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	79.64		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	180.25		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	74.97		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	19.54		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	6.33		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	10.99		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	10.99		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-11	19615 FILTERS, PLUGS, BRA	47.88		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	65.92		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	142.00		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	97.24		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	142.00		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	72.60		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	37.42		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	130.98		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	30.80		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	64.84		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	132.59		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	64.84		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	10.99		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	400.34		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	50.24		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	56.67		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	153.89		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	6.63		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	12.66		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	25.12		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	1.65		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	477.50		
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-133-5-00-360	5-12	19615 FILTERS,BATT TERMIN	66.02		
									*** VENDOR	11799 TOTAL	3,203.97
196	OLSSON	OLSSON, INC	334269	103122 AP	05/12/2023	3-133-5-00-213	5-2	019-28310 PROF SVC THROUGH	1,780.75		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334271	103124 AP	05/12/2023	3-133-5-00-309	5-27	1960724 TIRES	976.76		
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334271	103124 AP	05/12/2023	3-133-5-00-309	5-27	1960724 TIRES	1,377.80		

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
						*** VENDOR		1123 TOTAL		2,354.56
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334272	103125 AP	05/12/2023	3-133-5-00-360	5-28 8052255000 AIR DRYER,HOSE		695.24	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334272	103125 AP	05/12/2023	3-133-5-00-360	5-28 8052255000 AIR DRYER,HOSE		247.60	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334272	103125 AP	05/12/2023	3-133-5-00-360	5-28 8052255000 AIR DRYER,HOSE		17.48	
						*** VENDOR		418 TOTAL		960.32
113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-133-5-00-301	5-3 50ULC08 COPIES		50.34	
668	TIREHUB	TIREHUB INC	334284	103137 AP	05/12/2023	3-133-5-00-309	5-29 407362 TIRES		730.70	
392	VANDEBILT	VANDEBILT'S	334291	103144 AP	05/12/2023	3-133-5-00-364	5-30 10000127SAFETY BOOTS SPUR		165.00	
392	VANDEBILT	VANDEBILT'S	334291	103144 AP	05/12/2023	3-133-5-00-364	5-30 10000127SAFETY BOOTS SPUR		139.99	
						*** VENDOR		392 TOTAL		304.99
19138	WEATHER OR	WEATHER OR NOT INC	334292	103145 AP	05/12/2023	3-133-5-00-213	5-31 A+ WEATHER ALERTS SUMMER		594.00	
276	WEX	WEX BANK	334296	61	05/12/2023	3-133-5-00-304	5-1 PUB WORKS FUEL TO 4.23		396.96	
						TOTAL FUND 133				156,865.05
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243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-136-5-00-221	LEAV01 APRIL GPS SVC + AMBULAN		32.66	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	334237	103089 AP	05/12/2023	3-136-5-00-203	SMART SCREEN UA TEST CUPS		200.00	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	334237	103089 AP	05/12/2023	3-136-5-00-223	SMART SCREEN UA TEST CUPS		200.00	
						*** VENDOR		2505 TOTAL		400.00
113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-136-5-00-223	50ULC08 COPIES		14.67	
113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-136-5-00-301	50ULC08 COPIES		14.66	
						*** VENDOR		113 TOTAL		29.33
276	WEX	WEX BANK	334296	61	05/12/2023	3-136-5-00-221	JUV COMM CORR CMA FUEL TO 4.23		30.24	
						TOTAL FUND 136				492.23
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2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	334228	103080 AP	05/12/2023	3-137-5-00-320	5-3 016993 ELEMENTS		787.76	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		327.55	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		2,796.31	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		13,355.64	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		8,500.43	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		2,354.13	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		2,723.12	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		1,684.60	
434	HAMM QUARR	HAMM QUARRIES	334231	103083 AP	05/12/2023	3-137-5-00-312	5-4 300467 ROCK		3,128.54	
						*** VENDOR		434 TOTAL		34,870.32
27474	HEAVYQUIP	HEAVYQUIP	334234	103086 AP	05/12/2023	3-137-5-00-320	5-5 084730-C GRADER BLADES		3,130.00	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334236	103088 AP	05/12/2023	3-137-5-00-312	5-6 218331 ROCK		1,843.70	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334236	103088 AP	05/12/2023	3-137-5-00-312	5-6 218331 ROCK		1,482.10	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334236	103088 AP	05/12/2023	3-137-5-00-312	5-6 218331 ROCK		1,237.99	
						*** VENDOR		369 TOTAL		4,563.79
461	LEAV CO CO	LEAV CO COOP	334249	103101 AP	05/12/2023	3-137-5-00-304	5-1 AFD DYED DIESEL		12,585.91	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-137-5-00-320	5-2 19615 URETHANE, CABIN FILT		52.44	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334267	103120 AP	05/12/2023	3-137-5-00-320	5-2 19615 URETHANE, CABIN FILT		98.80	
						*** VENDOR		11799 TOTAL		151.24
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334271	103124 AP	05/12/2023	3-137-5-00-321	5-7 1960724 TIRES		188.00	
						TOTAL FUND 137				56,277.02
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113	SUMNERONE INC	SUMNERONE INC	334281	103134 AP	05/12/2023	3-138-5-00-203	50ULC08 COPIES		29.33	
						TOTAL FUND 138				29.33
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562	ACCESSIBLE SOLUTIONS	ACCESSIBLE SOLUTIONS INC	334201	103053 AP	05/12/2023	3-145-5-00-208	COA 1 YEAR 12 LICENCES		9,135.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	334202	103054 AP	05/12/2023	3-145-5-00-303	669 CO ON AGING BUSINESS CARDS		130.00	
559	COBURNCO LLC	CLAY E COBURN III	334219	103071 AP	05/12/2023	3-145-5-00-213	CO ON AGING - FLEET WASH CHARG		45.00	

START DATE: 05/05/2023 END DATE: 05/12/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
559	COBURNCO LLC	CLAY E COBURN III	334219	103071 AP	05/12/2023	3-145-5-00-213	CO ON AGING - FLEET WASH CHARG	8.00	
							*** VENDOR	559 TOTAL	53.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334250	103102 AP	05/12/2023	3-145-5-00-201	CO ON AGING - COPIES,OFFICE SU	244.95	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334250	103102 AP	05/12/2023	3-145-5-00-301	CO ON AGING - COPIES,OFFICE SU	434.19	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334250	103102 AP	05/12/2023	3-145-5-00-750	CO ON AGING - COPIES,OFFICE SU	251.12	
							*** VENDOR	4755 TOTAL	930.26
678	LIFESAVERS CPR	LIFESAVERS CPR INSTRUCTORS,LLP	334253	103105 AP	05/12/2023	3-145-5-00-202	CO ON AGING CPR CLASSES/CERT	2,450.00	
2666	MISC REIMBURSEMENTS	KRISTINE THOMAS	334259	103111 AP	05/12/2023	3-145-5-00-205	REIM MILEAGE FOR TRAINING	24.89	
276	WEX	WEX BANK	334296	61	05/12/2023	3-145-5-00-304	COA FUEL TO 4.23. 23	4,402.49	
							TOTAL FUND 145		17,125.64
18634	AMERICAN E	AMERICAN EQUIPMENT CO	334204	103056 AP	05/12/2023	3-153-5-00-3	5-2 ADDITIONAL EQUIP FOR #13-0	13,013.00	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-153-5-00-401	LEAV01 APRIL GPS SVC + AMBULAN	821.93	
680	NEXTRAN CORP	NEXTRAN TRUCK CENTERS	334174	103044 AP	05/09/2023	3-153-5-00-3	5-1 9133645781 NEW 13-08 MACK	120,784.00	
							TOTAL FUND 153		134,618.93
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-155-5-00-403	LEAV01 APRIL GPS SVC + AMBULAN	245.31	
							TOTAL FUND 155		245.31
7158	A-1 RENTAL	A-1 RENTAL	334199	103051 AP	05/12/2023	3-160-5-00-263	JOHNNY ON THE JOB - TRANSFER S	110.00	
243	GEOTAB	GEOTAB USA INC	334230	103082 AP	05/12/2023	3-160-5-00-215	LEAV01 APRIL GPS SVC + AMBULAN	32.66	
9271	LANSING CI	CITY OF LANSING	334247	103099 AP	05/12/2023	3-160-5-00-210	SEWER SERVICE - SOLID WASTE TR	34.80	
461	LEAV CO CO	LEAV CO COOP	334249	103101 AP	05/12/2023	3-160-5-00-304	DIESEL FUEL - TRANSFER STAITON	1,875.14	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334251	103103 AP	05/12/2023	3-160-5-00-212	23861 JOB POSTING - SOLID WAST	41.00	
21586	SWANA	SWANA	334282	103135 AP	05/12/2023	3-160-5-00-203	ANNUAL MEMBERSHIP NATL,KS,2 TE	335.00	
							TOTAL FUND 160		2,428.60
29034	MHS	MCAFEE HENDERSON SOLUTIONS	334299	1695 AP	05/11/2023	3-171-5-04-201	5-2 CR2 TO 4.22.23	2,861.79	
29034	MHS	MCAFEE HENDERSON SOLUTIONS	334299	1695 AP	05/11/2023	3-171-5-05-201	5-3 HRRR TO 4.22 2021.046.001	1,908.51	
							*** VENDOR	29034 TOTAL	4,770.30
196	OLSSON	OLSSON, INC	334300	1696 AP	05/11/2023	3-171-5-05-201	5-1 PROJ 019-28310 PROF SVC TO	3,008.00	
							TOTAL FUND 171		7,778.30
29034	MHS	MCAFEE HENDERSON SOLUTIONS	334197	10203 AP	05/11/2023	3-172-5-00-506	ARPA180 3.1 CULVERTS 2022.005.	34,812.50	
29034	MHS	MCAFEE HENDERSON SOLUTIONS	334197	10203 AP	05/11/2023	3-172-5-00-506	ARPA181 3.3 E-18 2022.014.0	1,536.22	
							*** VENDOR	29034 TOTAL	36,348.72
							TOTAL FUND 172		36,348.72
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	160.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	160.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	160.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	395.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	215.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	160.00	
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	334200	103052 AP	05/12/2023	3-174-5-00-210	TOWER GENERATOR MAINT	395.00	
							*** VENDOR	2138 TOTAL	2,830.00
8020	APCO INT'L	APCO INTERNATIONAL	334205	103057 AP	05/12/2023	3-174-5-00-202	PUBLIC SAFETY COURSES - RECERT	30.00	
4451	ODN, INC	ODN, INC	334268	103121 AP	05/12/2023	3-174-5-00-210	BANDWIDTH FOR COMMAND TRUCK,PT	1,188.00	
4451	ODN, INC	ODN, INC	334268	103121 AP	05/12/2023	3-174-5-00-210	BANDWIDTH FOR COMMAND TRUCK,PT	528.00	

START DATE: 05/05/2023 END DATE: 05/12/2023

TYPES OF CHECKS SELECTED: \* ALL TYPES

		P.O.NUMBER	CHECK#							
4451	ODN, INC	ODN, INC	334268	103121 AP	05/12/2023	3-174-5-00-210	BANDWIDTH FOR COMMAND TRUCK,PT	60.00		
4451	ODN, INC	ODN, INC	334268	103121 AP	05/12/2023	3-174-5-00-210	BANDWIDTH FOR COMMAND TRUCK,PT	696.00		
								*** VENDOR	4451 TOTAL	2,472.00
								TOTAL FUND 174		5,332.00
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683	AUFDENBERGE, MARK	MARK T AUFDEMBERGE	334207	103059 AP	05/12/2023	3-184-5-00-2	5-3 PERMANENT ROW BR HP-36	4,300.00		
679	REMPEL, JUSTIN	JUSTIN T REMPEL	334276	103129 AP	05/12/2023	3-184-5-00-2	5-1 PERMANENT ROW BRIDGE HP-36	1,000.00		
682	SMITH, DALE A	DALE A SMITH TTEE	334278	103131 AP	05/12/2023	3-184-5-00-2	5-2 PERMANENT ROW HP-36	7,000.00		
								TOTAL FUND 184	12,300.00	
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11982	UNIFIED GO	UNIFIED GOVERNMENT OF WYANDOTT	334287	103140 AP	05/12/2023	3-195-5-00-3	JUVENILE HOUSING 4/1 - 4/30	11,550.00		
								TOTAL FUND 195	11,550.00	
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18885	HAYNES EQU	HAYNES EQUIPMENT CO	334232	103084 AP	05/12/2023	3-210-5-00-2	SD #1 SVC CALL - 165TH ST	508.52		
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	334173	103043 AP	05/09/2023	3-210-5-00-2	08-LVPWD01 LOCATES	1.20		
								TOTAL FUND 210	509.72	
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86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	158.17		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	36.86		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	28.10		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	74.27		
								*** VENDOR	86 TOTAL	297.40
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	334173	103043 AP	05/09/2023	3-212-5-00-2	08-LVPWD01 LOCATES	3.60		
								TOTAL FUND 212	301.00	
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2007	WIRENUTS	WIRENUTS	334293	103146 AP	05/12/2023	3-215-5-03-213	HR DEPT CAT LINES	821.46		
								TOTAL FUND 215	821.46	
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86	EVERGY	EVERGY KANSAS CENTRAL INC	334225	103077 AP	05/12/2023	3-218-5-00-2	ELEC SVC SEWER DIST 5	117.68		
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	334173	103043 AP	05/09/2023	3-218-5-00-2	08-LVPWD01 LOCATES	2.40		
								TOTAL FUND 218	120.08	
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2570	BOND ESCROW REFUND	BENJMAIN & ABBIE HANDKE	334210	103062 AP	05/12/2023	3-503-5-00-2	5-1 REFUND ENTRANCE PERMIT 182	100.00		
2570	BOND ESCROW REFUND	CHARLES COOPER	334211	103063 AP	05/12/2023	3-503-5-00-2	5-2 REF ENTRANCE PERMIT LEAVEN	100.00		
2570	BOND ESCROW REFUND	MELVIN & CYNTHIA ROBINSON	334212	103064 AP	05/12/2023	3-503-5-00-2	5-3 REF ENTRANCE PERMIT 182ND	100.00		
								*** VENDOR	2570 TOTAL	300.00
								TOTAL FUND 503	300.00	
								TOTAL ALL CHECKS	709,940.63	

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	231,820.09
108	COUNTY HEALTH	225.04
115	EQUIPMENT RESERVE	15,990.04
121	JUVENILE JUSTICE AUTHORITY	15,949.04
123	JUVENILE CRIME PREVENTION	29.35
126	COMM CORR ADULT	1,510.91
127	COMM CORR ADULT NON GRANT	873.00
130	CCH PERMITS	99.77
133	ROAD & BRIDGE	156,865.05
136	COMM CORR JUVENILE	492.23
137	LOCAL SERVICE ROAD & BRIDGE	56,277.02
138	JUV INTAKE & ASSESSMENT	29.33
145	COUNCIL ON AGING	17,125.64
153	PUBLIC WORKS,EQUIP.RESERVE FUND	134,618.93
155	LSR CAPITAL EQUIP RESERVE	245.31
160	SOLID WASTE MANAGEMENT	2,428.60
171	S TAX CAP RD PROJ: BONDS	7,778.30
172	AMERICAN RECOVERY PLAN	36,348.72
174	911	5,332.00
184	HIGH PRAIRIE TWP TRAFFIC IMPACT	12,300.00
195	JUVENILE DETENTION	11,550.00
210	SEWER DISTRICT 1: HIGH CREST	509.72
212	SEWER DISTRICT 2: TIMBERLAKES	301.00
215	CAPITAL IMPROVEMENTS	821.46
218	SEWER DIST #5	120.08
503	ROAD & BRIDGE BOND ESCROW	300.00
	TOTAL ALL FUNDS	709,940.63

Consent Agenda 5-17-23  
Checks 5/5 - 5/12

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## BOARD OF BUILDING CODES APPEALS APPLICATION

Leavenworth County depends upon citizen participation, service and input. Board of Building Codes Appeals members play a vital role in the shape of the County's built environment, and are an important element in achieving the County's goals. Please completely, and thoughtfully fill out this application so that the Board of County Commissioners may fully evaluate your qualifications. Please attach additional pages if needed.

Thank you for your interest in this vital role in Leavenworth County.

Name David Clevenger

Phone [REDACTED]

Address: [REDACTED]

E-mail: [REDACTED]

LV KS 66048

How many years have you lived in Leavenworth County? 34

Are you a registered voter in Leavenworth County?  YES  NO

Do you  own or  rent property in Leavenworth County?

Do you reside outside of the city limits?  YES  NO

Are you presently employed?  YES  NO

Employer/Position: Brunson Builders Inc. President

If retired, what was your previous profession? \_\_\_\_\_

Have you served on a County/City Commission or committee before?  YES  NO

If yes, which City/County and when: \_\_\_\_\_

Position: \_\_\_\_\_

Per Board Order, the Board of Building Codes Appeals will meet within five (5) business days of an application for appeal. Are you available to attend meetings (virtually or in person) when necessary, and is your schedule flexible to allow for the impromptu nature of these meetings? Please explain.

I am available for both virtual and in person meetings. As a business owner I have a flexible schedule.

If you have previously participated in local government please explain the role you held and what you learned from your experience.

No local government boards or committees, I sat on an arbitration board in St Louis, where I served on multiple arbitrations providing the process for deliberating million-dollar claims. I have 40 class room hours of reading and understading contract specifications and 40hrs of reading and understanding building codes.

What is your understanding of the role of Building Codes? Please explain to the best of your ability.

Building codes are a set of regulations for the construction and renovations of buildings ect. These guidelines set the standards for municipalities and engineers to follow to design and provide a finished product this helps protect property owners financially as well as life safety.

How do you think you would balance residents' concerns with overall County goals and long-term benefits?

Usually, residents' concerns are based on personal desires and not always county codes or goals, I will always try to balance common sense and county codes/goals realizing that the county must look into the future in order to prosper and grow. Building codes are typically very specific and somewhat clear. I performed my first government project on a lock and dam renovation 46 years ago and many since. I have the experience to read building codes. Yes, I am a strong supporter of building codes.

# Leavenworth County Request for Board Action

Date: 05/17/23

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: \_\_\_\_\_

**Additional Reviews as needed:**

Budget Review  Administrator Review  Legal Review

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**Action Requested:** Approve Continued agreement with Clearwater enterprises for natural gas services

**Recommendation:** Approve.

**Analysis:** With rising cost and fluctuation in pricing in all markets the current vendor has agreed to hold pricing from 2022. When priced against a competitor the savings of .0811/MMBtu for the County.

**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

**Additional Attachments: Clearwater natural gas renewal  
Clearwater Natural gas savings**



5637 N. Classen Blvd. Oklahoma City, OK 73118  
(405) 842-9200 (405) 842-9213 Fax

**Via Email: [ayoakam@leavenworthcounty.org](mailto:ayoakam@leavenworthcounty.org)**

May 10, 2023

Board of County Commissioners for Leavenworth County, KS

Re: Amendment to Gas Sales Agreement dated July 1, 2021 (Contract #20642)

Thank you for choosing Clearwater Enterprises, L.L.C. as your natural gas supplier. We would like to renew our services and offer you an Amendment to extend the term of your Agreement. In lieu of your contract automatically extending per the existing Exhibit A-1, we would like to offer an extension through June 30, 2024. This letter shall serve as the required forty-five (45) day notice that we will not extend the existing exhibit A-1 past June 30, 2023.

Enclosed is one (1) unexecuted original of the above referenced Amendment which covers July 1, 2023 through June 30, 2024. Should you require duplicate originals to be sent via mail, please let me know and I will send originals to you. Also enclosed is an updated Cost Savings Analysis that shows savings through the latest production month that has been billed.

Please return one partially executed original to the undersigned as soon as possible. Once fully executed, we will provide you with a copy for your files.

If you have any contact information that has changed since your previous paperwork with Clearwater, please let us know so we can update our records.

We appreciate this opportunity to do business with you. If you have any questions, please contact me at (816) 524-3923.

Sincerely,

*Laurie Walker*

Laurie Walker  
Gas Sales Manager  
[lwalker@cwegas.com](mailto:lwalker@cwegas.com)

**AMENDMENT**

This Amendment is made and entered into as of May 10, 2023 by and between **Clearwater Enterprises, L.L.C.** (“Seller”) and **Board of County Commissioners for Leavenworth County, KS** (“Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer made and entered into that certain Gas Sales Agreement dated July 1, 2021 (the “Agreement”), Contract #20642; and

WHEREAS, Seller and Buyer wish to amend the Agreement in the manner specified below;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein provided, the Parties hereby agree to amend the Agreement in the following respects only:

- Exhibit A-1 is hereby deleted in its entirety and the attached Exhibit A-2 is substituted therefore. All references in the Agreement to Exhibit A-1 shall be amended to reference Exhibit A-2.
- Schedule 2 is hereby deleted in its entirety and the attached Schedule 3 is substituted therefore. All references in the Agreement to Schedule 2 shall be amended to reference Schedule 3.

This Amendment is effective May 10, 2023 . Except as expressly amended hereby, all terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.

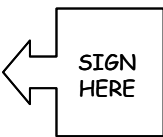
As evidence of the Parties’ agreement to the terms and conditions set forth above, this Amendment is hereby executed by an authorized representative of each Party on the dates shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**

**Buyer**  
**Board of County Commissioners for Leavenworth County, KS**

By: \_\_\_\_\_  
Name: Maria Olivares  
Title: Vice President - Commodity Operations and Contracts  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A-2**  
**TRANSACTION CONFIRMATION**

**Clearwater Enterprises, L.L.C.** ("Seller") and **Board of County Commissioners for Leavenworth County, KS** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2021 between Buyer and Seller ("Agreement"):

Term: July 1, 2023 through June 30, 2024 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 3 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 3 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.35/MMBtu to the Inside FERC's Gas Market Report first of the month index posting for Southern Star Central Gas Pipeline Inc., plus Seller's cost of transportation not to exceed maximum pipeline tariff rate and fuel. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Agreement at a price which is mutually agreeable to the Parties hereto.

Special Conditions to Price: Seller will use commercially reasonable efforts based on volume information provided by Buyer and/or the LDC throughout the month to minimize any volume imbalance. Seller has the option to price any volume delivered that is greater than the 1st of the month nomination at the market rate plus \$0.35/MMBtu plus Seller's cost of transportation not to exceed maximum pipeline tariff rate and fuel. Seller may purchase back any volume that is less than the 1st of the month nomination at the market rate less \$0.00/MMBtu. If Buyer does not provide a first of the month nomination prior to seven business days before the beginning of a month, the volume listed on Schedule 3 shall be used for nomination purposes. Buyer is responsible for any imbalance/cash-out penalties.

Delivery Point/Point(s) of Sale: Kansas Gas Service distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Kansas Gas Service

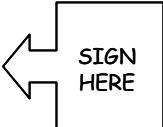
**EVIDENCE OF AGREEMENT:** This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**

**Buyer**  
**Board of County Commissioners for Leavenworth County, KS**

By: \_\_\_\_\_  
Name: Maria Olivares  
Vice President - Commodity  
Title: Operations and Contracts  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**SCHEDULE 3 to TRANSACTION CONFIRMATION**

**Facility Listing and Estimated Monthly Usage**

<b>Facility(ies)</b>														
<b>Meter #</b>	<b>Transmission Pipe</b>	<b>Account Name</b>				<b>Account #</b>			<b>Address</b>					
<b>Estimated Monthly Usage (MMBtus)</b>														
<b>1201929650</b>	Kansas Gas Service	Service #1				510614745 1628631			601 S 3rd Street; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		961	899	775	630	527	360	403	372	390	589	720	899	7525
<b>1201903995</b>	Kansas Gas Service	Service # 2				510614745 1628631			300 Walnut St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		558	464	465	420	403	270	248	248	300	372	450	465	4663
<b>0321A77493</b>	Kansas Gas Service	Service # 4				510614745 1628631			216 Walnut St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		62	58	31	0	0	0	0	0	0	0	30	31	212
<b>0317B24244</b>	Kansas Gas Service	Service #1 - EMS Facility				510614745 2015657			5175 Hughes Rd; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		93	116	93	30	0	0	0	0	0	0	0	62	394
<b>560001</b>	Southern Star Central Gas Pipeline	Shop Heating							23690 187th St; Leavenworth, KS 66048					
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
		124	174	155	60	31	0	0	0	0	0	30	93	667

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

**EXHIBIT B-1**  
**Seller Addresses and Contacts**

This Exhibit B-1 to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Board of County Commissioners for Leavenworth County, KS** ("Buyer"), dated July 1, 2021, is for all purposes made a part of said Agreement.

**Main Address:**

**Clearwater Enterprises, L.L.C.**  
Address: 5637 N. Classen Blvd.  
Oklahoma City, OK 73118  
Phone: (405) 842-9200 Fax: (405) 842-9213

**Gas Supply Representative:**

Attn: Laurie Walker  
Phone: (816) 524-3923 Fax: (405) 842-9213  
Email: [lwalker@cwegas.com](mailto:lwalker@cwegas.com)

**Contractual Notices & Correspondence:**

Attn: Adam Belflower  
Address: Same as Main  
Phone: (405) 842-9200 x203 Fax: (405) 842-9213  
Email: [abelflower@cwegas.com](mailto:abelflower@cwegas.com)

**Invoices:**

Attn: Jeff Geis  
Address: Same as Main  
Phone: (405) 842-9200 x208 Fax: (405) 418-0129  
Email: [jgeis@cwegas.com](mailto:jgeis@cwegas.com)

**Payments:**

Attn: Jeff Geis  
Phone: (405) 842-9200 x208 Fax: (405) 418-0129  
Email: [jgeis@cwegas.com](mailto:jgeis@cwegas.com)

**Payment by Wire:**

Bank: International Bank of Commerce  
1200 San Bernardo St.; Laredo, TX 78040  
ABA: 114902528  
Account No.: 1601012268  
For the Account of: Clearwater Enterprises, L.L.C.  
Reference: Oklahoma Account

**Payment by ACH:**

Bank: International Bank of Commerce  
Oklahoma City, OK  
ABA: 303072793  
Account No.: 1601012268  
For the Account of: Clearwater Enterprises, L.L.C.

**Payment by Check:**

Clearwater Enterprises, L.L.C.  
Section# 3109  
PO Box 659506  
San Antonio TX 78265-9506



**EXHIBIT C**  
**Buyer Addresses and Contacts**

This Exhibit C to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Board of County Commissioners for Leavenworth County, KS** ("Buyer"), dated July 1, 2021, is for all purposes made a part of said Agreement.

**Buyer**

**Main Address:**

**Board of County Commissioners for Leavenworth County, KS**

Address: 300 Walnut Street, Suite 007

Leavenworth, KS 66048

Phone: 913-684-0468

Fax: 913-680-1489

**Marketing Representative:**

Attn: Aaron Yoakam

Phone: 913-684-0468

Fax: 913-680-1489

Email: [ayoakam@leavenworthcounty.gov](mailto:ayoakam@leavenworthcounty.gov)

**Contractual Notices & Correspondence:**

Attn:

Address: 300 Walnut Street, Suite 007

Leavenworth, KS 66048

Phone: 913-684-0468

Fax: 913-680-1489

Email:

**Invoices and Payments:**

Attn: County Clerk

Address: 300 Walnut Street, Suite 007

Leavenworth, KS 66048

Phone: 913-684-0468

Fax: 913-680-1489

Email: [emsadmin@leavenworthcounty.gov](mailto:emsadmin@leavenworthcounty.gov)

**WORK SESSION  
MATERIAL ONLY**

## **ROADWAY IMPROVEMENT AGREEMENT**

This Roadway Improvement Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Leavenworth, Kansas, a body politic organized and existing pursuant to the laws of the State of Kansas (hereinafter “County”) and \_\_\_\_\_ (hereinafter “Applicant”). The County and Applicant are collectively referred to herein as the “Parties.”

### **RECITALS**

A. Applicant applied to the County for the issuance of a Special Use Permit (“SUP”), in Case No. \_\_\_\_\_, to allow the establishment of an \_\_\_\_\_ upon land legally described on the attached Exhibit A (hereinafter “Property”) for a project known as \_\_\_\_\_ (“Project”);

B. On or about \_\_\_\_\_, the County adopted Resolution No. \_\_\_\_\_ which conditionally approved the issuance of the special use permit subject to a number of conditions which were placed upon permit.

C. Paragraph Number \_\_\_\_\_ of Resolution \_\_\_\_\_ requires \_\_\_\_\_ to enter into this Agreement with the County regarding necessary improvements and maintenance of the proposed haul road (hereinafter “Road”) and the reduction of dust and dirt from the Property.

D. In consideration of the County’s approval of Applicant’s special use permit, Applicant agrees and desires to enter into this Agreement to not only satisfy one of the conditions placed upon approval of its special use permit but to also reduce in writing, for the parties’ mutual advantage, the terms and provisions regarding the improvement and maintenance of the haul road.

**NOW THEREFORE**, the County and Applicant hereby enter into this Agreement on behalf of themselves and their respective successor and legal representatives, upon the following terms and conditions and in consideration of the mutual covenants and agreements contained herein.:

### **AGREEMENT**

1. **EFFECTIVE DATE AND TERM.** The effective date of this Agreement shall be \_\_\_\_\_, notwithstanding that the parties have executed this Agreement on an earlier date or later date. This Agreement shall be for the same term and the term of Applicant’s special use permit and shall automatically expire when such permit expires or is revoked.

2. **ROAD IMPROVEMENT.** The parties shall take steps to evaluate and initiate improvement of the Road as follows:

(a) The County shall issue a request for proposals from qualified engineering firms to provide engineering consultant services in regard to the proposed hauling route as identified in the SUP application referenced herein. The County shall, in its sole discretion, select the engineering firm to perform the work described below.

(b) The engineering services will be provided in six phases which include:

(i) **Planning/study phase** includes, but is not limited to, development of a project schedule, design criteria documents, consultants to identify the best route for the haul road, and a traffic study.

(ii) **Field work/ discovery phase** includes, but is not limited to, analysis of existing roadway geometrics and drainage structure condition, corridor topographic and boundary survey, preparation and submittal to governmental agencies a certified land corner record for each section corner recovered and used for the project, geotechnical investigation of existing pavement and corridor soils, said geotechnical investigation information to be utilized by the consultant for pavement typical section design., obtaining title work, analysis of utility encumbrances and required relocations development of geometric concept plan, and analysis of horizontal and vertical curve modifications and required right-of-way easement acquisition.

(iii) **Preliminary design phase** includes, but is not limited to, development of roadway and storm improvements plan documents for preliminary plans with right-of-way and easement strip map, preparation of cost estimate for preliminary plans and a field check meeting.

(iv) **Final Plans Phase** includes, but is not limited to, preparation of construction sequence and traffic control plan, erosion control plans, property acquisition documents and exhibits, being available to meet with some property owners during the acquisition process, providing right of way and easement staking for some properties to aid in acquisition, submittal of final plans for County comment, coordination of utility relocations prior to construction, preparation of cost estimate for final plans, obtaining all necessary permits for construction and environmental assessment.

(v) **Bidding and construction phase** include, but is not limited to, preparation of specifications and special provisions for construction bid package, providing bid letting assistance, construction period services and resetting any property corners disturbed during construction.

(vi) **Project Acceptance/ Long Term Maintenance Requirement phase** includes, but is not limited to, a punch list walk through the County.

(c) The County selected engineering consultant's opinions shall be reduced to writing ("Report"). The Reports shall identify what improvements, if any, need to be made to the Road as a direct result of the Project to comply with the applicable County standard as defined by the County selected engineering consultant and to ensure the public health, safety and welfare. The County selected engineering consultant shall identify the typical section and pavement requirements for a standard 20-year pavement design life based on existing traffic in the corridor, anticipated residential traffic growth and additional ESAL loading associated with the industrial/commercial use of the corridor. Pro-rata project cost estimates for each stakeholder shall consider the anticipated County maintenance budget for the corridor under existing traffic volume conditions without the addition of ESAL loading associated with the industrial/commercial use of the corridor. The applicant agrees to accept and shall be bound by the opinions and conclusions set forth in the Report regarding the current condition of the Road and the determination of whether any portion of the Road will need to be improved, rebuilt, or replaced as the sole result of the Project in order to comply with the applicable road standards.

(d) The County shall provide Applicant with the cost information prior to initiating phase (i), the planning/study phase, and after completion of each subsequent phase thereafter and after the bid opening in phase (v). Applicant retains authority to, in its sole discretion, elect to move forward with each phase and any work recommended by the County selected engineering consultant or withdraw its application for a Special Use Permit. If the Applicant wishes to proceed with a phase, the Applicant shall notify the County of its wish to proceed and remit payment in full to the County for the cost of the engineering services prior to the commencement of that phase of work. Upon notice of the Applicant's wish to proceed and receipt of payment in full, the County shall engage in the engineering consultant to begin the next phase.

3. **DUST CONTROL/ ROAD MAINTENANCE.** Applicant agrees that so long Applicant's operates from the Property in the manner set out in Applicant's application for a Special Use Permit, Applicant shall maintain the surface of the Road. The parties understand and agree that dirt, loose rock and the like may be deposited on the Road as a result of Applicant's operation on the Property. In the event Applicant or Applicant's customers deposit dirt, loose rock and the like that are in such quantities or of such size that their presence upon the surface of the Road may cause hazardous driving conditions for traffic, Applicant shall be responsible for removing the same upon receipt of notice or observation of such conditions. Further, all loose rock and the like caused by Applicant or Applicant's customers or agents, regardless of size or quantity, shall be swept from the surface of the Road on an as-needed basis, but in no event less frequently than once a week. All safety precautions shall be observed by Applicant during the sweeping process.

4. **VIOLATION OF THIS AGREEMENT.** It is understood and agreed upon by the parties that:

(a) If it is determined by the County that Applicant has failed to perform or breaches any term, condition, provision or obligation of this Agreement, then the County shall provide Applicant with written notice of the failure of performance or breach, and Applicant

shall be given a reasonable opportunity, but not less than ten (10) days, to cure such failure or breach. If Applicant fails to timely cure the failure of performance or breach then:

(i) The County may terminate or revoke the conditional special use permit granted Applicant for operations on the Property authorized in Resolution No. \_\_\_\_\_; and

(b) Notwithstanding the notice and opportunity to cure afforded to Applicant above:

(i) If the Public Works Director determines that there is a reasonable probability that Applicant's failure to perform or breach may cause hazardous driving conditions for traffic, then the County Engineer may close the Road to through traffic until such time as the failure to perform, the breach and hazardous conditions are remedied to the satisfaction of the County Engineer; and

(ii) In the event the Public Works Director closes the Road to through traffic as set forth above in subparagraph 5(b)(i), then Applicant shall not haul from off the Property while the Road is closed.

(iii) If the Road is closed, time is of the essence to get the Road cleared of any hazardous driving conditions so the Road can be reopened without further delay.

5. **DISPUTE RESOLUTION.** In the event that Applicant believes it is aggrieved and wishes to contest the determinations of the consulting engineer regarding either the scope or cost estimates of the Project, it may submit its contest in writing to the County. The contest shall set out in detail the basis for the contest to include information on any outside engineering consultants advising Applicant. Within ten (10) business days of the serving of the notice of contest, the parties shall confer to discuss the contest issues. In the event that the contest issues remain unresolved, Applicant may request that the Leavenworth County Board of County Commissioners conduct a hearing on the unresolved contest issues. At that hearing, Applicant shall fully state in detail the basis of the contest and provide a suggested resolution to the contest issues. The Board of County Commissioners shall consider and rule upon the contest issues within two (2) calendar weeks of the closure of the hearing on the matter.

The parties acknowledge that it is the duty and prerogative of the Board of County Commissioners to act in the best interests of the public health, welfare and safety of the citizens of Leavenworth county. Decisions by the Board of County Commissioners on the contest issues shall be final, subject to judicial review as provided by K.S.A. 19-223.

6. **COOPERATION OF APPLICANT.** Applicant shall fully and timely cooperate with the County in its efforts to comply with the terms and conditions of this Agreement. The Applicant shall take such actions, including timely participating in meetings with the County as reasonably requested and the execution and delivery of such documents and instruments to the County selected consulting engineer, as may be reasonably necessary to carry out the terms, provisions and intent of this Agreement.

7. **NOTICES.** Any notices, demands or requests required by this Agreement shall be deemed sufficient if sent by the parties hereto by hand delivery (including courier services providing a receipt) or by U.S. mail, postage prepaid, addressed to:

If to the County: Mark Loughry  
Leavenworth County Administrator  
300 Walnut  
Leavenworth, KS 66048

With a copy to David Van Parys  
300 Walnut  
Leavenworth, KS 66048

If Applicant:

With a copy to  
Applicant's Counsel:

Furthermore, in the event of a successor to Applicant's interest, Applicant shall give the County written notice of the same and shall provide the County with the name and address of Applicant's successor(s). The failure of Applicant to notify the County of Applicant's successor(s) shall relieve the County from any notice requirements it would otherwise be obligated to give Applicant's successor.

8. **SALE OF PROPERTY.** Applicant agrees that the sale of any portion of the Property, or the sale or assignment in fact or at law, or such other transfer of Applicant's interest in the Property, shall in no way effect or change Applicant's obligation to continue to comply with the terms of this Agreement unless and until Applicant first receives the written permission of the County to substitute its successor(s) or assignee(s), and any such successor(s) or assignee(s) enter into a separate written agreement with the County to assume the same terms, covenants and obligations regarding the matters referred to herein. However, if Applicant ceases operations at the Property and notifies the County of its intention to no longer utilize \_\_\_\_\_ operations at the Property, then Applicant shall immediately be relieved of any obligations and duties required by the terms of this Agreement.

9. **INDEMNITY.** Applicant further agrees to protect, defend, indemnify and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising

out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of Applicant and its employees, contractors, subcontractors, independent contractors, or other similar entity's performance of the term and conditions of this Agreement. Applicant further agrees to investigate, handle, respond to, provide defenses for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if said claims are groundless, false or fraudulent. Applicant shall have the exclusive and sole right to use an attorney of its choice to handle, investigate and/or defend such claims.

10. **RECORDING OF THIS AGREEMENT.** Applicant further agrees that this Agreement shall be filed by Applicant with the Register of Deeds, Leavenworth County, Kansas, as soon as reasonably practical after it has been signed by both parties hereto, such costs as may be incurred by the recording to be paid by Applicant. Applicant shall provide the County Counselor with file stamped copies of the recording Agreement immediately after it has been recorded.

11. **COVENANTS RUNNING WITH THE LAND.** All of the terms, provisions and requirements of this Agreement shall be deemed to be covenants running with the land and shall, therefore, be binding upon Applicant and its respective successors, except as otherwise state herein.

12. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Kansas. In any proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Kansas shall be applicable, controlling and govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such proceeding may be instituted.

13. **STATUS OF PARTIES.** It is understood and agreed between the parties that this Agreement does not and shall not be construed, interpreted or argued by either of them in a court of law or otherwise, to create any principal/agent, master/servant, employer/employee or partnership relationship of any kind between County and Applicant.

14. **NO JOINT VENTURE.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between or among the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein. Neither Party shall be authorized to enter any into binding agreement on the other Party without the express written consent of the other Party to any such agreement.

15. **MATTERS DISREGARDED.** The titles and headings of the various sections hereof are intended solely for convenience of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.



16. **SEVERANCE.** If any of the clauses or provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **WAIVER.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

18. **TIME.** Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

19. **ASSIGNMENT.** This agreement may not be assigned by Applicant, in whole or in part, to any person for any reason without the prior, express written consent of the County.

20. **SUCCESSORS AND ASSIGNEES.** The terms, provisions, conditions, covenants and obligations contained in this Agreement shall be binding upon the successors and assignees of the County and Applicant.

21. **ENTIRE AGREEMENT.** This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties as to the Property, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

22. **MODIFICATION.** It is understood and agreed between the parties that there shall be no waiver or modification of this Agreement unless such waiver or modification is first reduced to writing and signed by both parties herein.

23. **CONSTRUCTION.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting party – shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

24. **EXHIBITS.** All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

25. **COUNTERPARTS, FURTHER INSTRUMENTS, ETC.** This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one

agreement. County and Applicant shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

26. **SIGNATURE AUTHORITY**. Applicant hereby agrees and promises that the individuals whose name and signatures appear below for and on behalf of Applicant have in fact the authority to so bind the Applicant to the terms and conditions of this Agreement.

**FOR THE BOARD OF LEAVENWORTH  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
VICKY KAAZ, 2ND DISTR

\_\_\_\_\_  
JEFF CULBERTSON, 1ST DISTR

\_\_\_\_\_  
DOUG SMITH, 3RD DISTR

\_\_\_\_\_  
MIKE SMITH 4TH DISTR

\_\_\_\_\_  
MIKE STEIBEN, 5TH DISTR.

**ATTEST:**

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
David Van Parys, Senior County Counselor

**APPLICANT:**

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

Name: \_\_\_\_\_

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

DRAFT