

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

June 10, 2026

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 allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be no expectation of interaction by the Commission during this time. Everyone 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 a.m. 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. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comments will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
 - a) County Clerk report
 - b) Elder Abuse Awareness Day 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 June 3, 2026
- b) Approval of the minutes of the budget presentations of June 3, 2026
- c) Approval of the schedule for the week of June 15, 2026
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve a bid from Linaweaver Construction for the replacement of the Transfer Station tipping floor and apron in the amount of \$70,000.00.
- b) Consider a motion to approve Resolution 2026-11, providing for moratoriums on applications for data centers in the unincorporated area of Leavenworth County.
- c) Consider a motion to approve Resolution 2026-12, providing for a moratorium on applications for battery energy storage systems in the unincorporated area of Leavenworth County.
- d) Consider a motion to approve Resolution 2026-13, providing for a moratorium on applications for cryptocurrency mining operations in the unincorporated area of Leavenworth County.

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

- a) Executive session if needed

IX. ADJOURNMENT

DATA CENTER REGULATIONS WORK SESSION

- **DEVELOPMENT REGULATIONS**
- **TAX IMPACT**

- **COMMUNITY BENEFIT FUND**
- **WATER**

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 8, 2026

Tuesday, June 9, 2026

1:30 p.m. Adult Community Corrections Advisory Board meeting
• Community Corrections Board Room

Wednesday, June 10, 2026

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

Thursday, June 11, 2026

12:00 p.m. LCDC meeting

3:00 p.m. Juvenile Corrections Advisory Board meeting
• Justice Center Conference Room-Basement

Friday, June 12, 2026

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

World Elder Abuse Awareness Day

June 15, 2026

To all Citizens of Leavenworth County, Greetings;

WHEREAS, June 15th is recognized internationally as World Elder Abuse Awareness Day; and its recognition will promote a better understanding of abuse and neglect of older adults; and

WHEREAS, As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

WHEREAS, Ageism and social isolation are major causes of elder abuse in the United States; and

WHEREAS, Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS, Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities;

NOW, THEREFORE, I, Mike Stieben, Chairman, Board of County Commissioners of Leavenworth County do hereby proclaim Monday, June 15th, 2026 as:

World Elder Abuse Awareness Day

in Leavenworth County and urge all residents to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our community.

Dated on this day of June 10th, 2026 by

Mike Stieben, Chairperson
Leavenworth County Commission

*****June 3, 2026 *****

The Board of County Commissioners met in regular session on Wednesday, June 3, 2026. Commissioner Smith, Commissioner Culbertson, Commissioner Reid, Commissioner Dove and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; John Jacobson, Planning and Zoning Director; Bill Noll, Infrastructure and Construction Services

PUBLIC COMMENT:

Brian Morley, Stacy Schmitt, Ben Morgan, Judy Smith, Lisa Haack, Cary Holton, Ted Grinter, Jeannie Garies, Rick Frederich, Cindy Reeves, Nancy Carpenter, Ernest Rieke, Paula Jaskinia, Allen Jaskinia, Joel Sipp and Wes Baker commented.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben read accomplishments made by the Commission.

Commissioner Dove addressed a Facebook post in which Commissioner Stieben signed as Chairperson, Leavenworth County Commission. He wanted to clarify the Board has not advocated for any topic in the post.

Commissioner Reid spoke about property taxes and stalled growth in the county.

Commissioner Smith responded to Commissioner Reid's comments.

Commissioner Stieben inquired about an advisory election limited to the proposed project site.

Misty Brown indicated a resolution would need to be prepared with a commitment from the County to pay for the advisory election.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, June 3, 2026, as presented.

Motion passed, 5-0.

John Jacobson presented Resolution 2026-9, a request for a special use permit for Tillman Infrastructure, LLC.

A motion was made by Commissioner Reid and seconded by Commissioner Smith to find that the request for a special use permit as outlined in Case DEV-26-015 complies with the Golden Factors and move to adopt Resolution 2026-9 and conditionally approve the special use permit as outlined in Case DEV-26-015 based on the recommendation and findings of the Planning Commission and the findings set forth in the staff report as amended by the Planning Commission and as substantiated by the facts, testimony and evidence presented at the public hearing.

Motion passed, 5-0.

Mr. Jacobson presented Resolution 2026-7, a request for a special use permit for Kaw Valley Companies, LLC.

Aaron March, on behalf of the applicant gave a brief presentation.

A motion was made by Commissioner Stieben and seconded by Commissioner Smith that the application generated extensive public comment and review by the County staff, the Planning Commission, the County Engineer, neighboring landowners, emergency responders and other interested parties; the findings of the Board of County Commissioners, the Planning Commission conducted public hearings regarding the application and received substantial testimony concerning traffic safety, road infrastructure, compatibility with surrounding land uses, environmental concerns, and impacts upon nearby property owners. The Planning Commission recommended denial of the application. Finding: Per Kansas statutory and case law requirements clear findings by the Board of County Commissioners are necessary to substantiate the decisions of the Board and ensure fairness and due process to the applicant. Finding: The Planning Commission found that the proposal failed to satisfy multiple Golden Factors, including neighborhood character, compatibility with surrounding uses, detrimental impacts to nearby property and the haul routes, and balance between public benefit and burdens imposed upon surrounding property owners. Finding: The Leavenworth County Comprehensive Plan encourages orderly growth, protection of rural character, compatibility of land uses, preservation of agricultural areas and protection of public infrastructure investments. Finding: The Board finds that preservation of rural character of southern Leavenworth County constitutes a substantial and legitimate planning objective. Finding: The Board finds that the proposed industrial sand mining operation is inconsistent with the established pattern of agricultural and rural residential development surrounding the subject property. Finding: The Board finds that introduction of a long-term industrial extraction operation would materially alter the character of the area and conflict with the Comprehensive Plan objectives promoting compatible land-use transitions. Finding: The Board finds that protection of the County transportation infrastructure is a stated and legitimate planning objective. Finding: The Board finds that approval of the proposed operation would impose substantial demands upon public road infrastructure and are inconsistent with long-term infrastructure preservation goals. Transportation and Infrastructure Finding: Transportation impacts represent one of the most significant adverse consequences associated with the proposed operation. Finding: The evidence demonstrates that extraction activities would require substantial movement of sand by heavy commercial vehicles utilizing county roads. Finding: The Board finds that portions of the anticipated haul route consist of rural roads originally designed to serve agricultural and residential traffic rather than sustained industrial hauling operations. Finding: The Board finds that roadway characteristics within the area include narrow pavement sections, limited shoulders, constrained sight distances, intersections with restricted visibility and roadway segments shared by school transportation, agricultural equipment, emergency vehicles and local residents. Finding: The Board finds that increased heavy truck traffic would increase roadway conflicts, accident exposure, maintenance demands and reconstruction costs. Finding: The Board finds that substantial evidence was presented regarding concerns for school transportation safety and the interaction of heavy truck traffic with school buses and other local traffic. Finding: The Board finds that substantial evidence was presented

regarding emergency responses concerns, including the effects of increased traffic congestion and roadway conflicts upon emergency vehicle operation. Finding: The Board finds that County Engineering reviews conducted during prior proceedings identified substantial concerns regarding long-term roadway performance under projected truck loading conditions. Finding: The Board finds that the applicant has not demonstrated that all transportation impacts have been fully mitigated. Rail Transportation alternative Finding: The Board finds that transportation impacts constitute a principal basis for opposition to the proposed operation. Finding: The Board finds that rail transportation is commonly utilized throughout the aggregate and mining industries to reduce impacts upon public roadway systems. Finding: The Board finds that rail transportation substantially reduces pavement deterioration, traffic conflicts, emissions, roadway maintenance costs and impacts upon neighboring residential properties. Finding: The Board finds that the applicant has not demonstrated that reliance upon truck transportation over County roads represents the least impactful transportation alternative reasonably available. Finding: The Board finds that transportation of extracted materials by rail would more effectively protect public infrastructure and reduce impacts upon the surrounding land owners. Golden Factor Analysis: Golden Factor 1, Character of the Neighborhood: The surrounding area consists primarily of agricultural uses, rural residences, estate residential development, open space and river corridor lands. Finding: The proposed industrial mining operation is incompatible with the existing rural character of the neighborhood. Finding: Nearby properties are predominantly agricultural and residential in nature. Finding: The proposed operation introduces industrial activities that are not compatible with surrounding uses. Detrimental Effects Upon Nearby Property Finding 36: The Board finds credible evidence regarding adverse impacts associated with truck traffic noise, dust, roadway deterioration, visual impacts and interference with enjoyment of nearby property. Finding: The Board finds that approval would create detrimental effects upon neighboring properties and users of affected haul routes. Relative Gain to the Public Compared to Hardship Imposed: The Board recognizes that the proposal may provide economic benefits to the application and limited economic activity associated with extraction operations. Finding: The Board further finds that the principal economic benefits are largely private rather than public. Finding: The Board finds that the burdens imposed upon the neighboring property owners, County infrastructure, public safety, and the rural character of the area substantially outweigh any demonstrated public benefit. Finding: The Board finds that roadway maintenance costs, reconstruction obligations, traffic safety concerns environmental concerns and land-use compatibility concerns represent substantial public burdens. Findings: The Board finds that the hardship imposed upon surrounding property owners and County taxpayers outweighs any demonstrated public good. For this reason, I move that we accept the recommendations of the Planning Commission and deny the application.

Motion failed 3-2, Commissioners Culbertson, Dove and Reid voting nay

A motion was made by Commissioner Reid and seconded by Commissioner Culbertson to find that the request for a special use permit outlined in Case DEV-25-021 complies with the Golden Factors, including Factors 1 and 6 and move to adopt Resolution 2026-7 and conditionally approve the special use permit as outlined in Case DEV-25-021 based on the findings as set forth in the staff report and information presented at the public hearing subject

to the following additional conditions: the first to be the amending of the route as Commissioner Dove has explained the second to be allowing them to do retail sales and the third which I'm open for discussion on I would like to allow this as I've expressed before on this Board to go to the 25- years which is a business forward mindset. Right now, it's 3 and so my motion is for it to be 25 years, but again I'm open to discussion on that point and that's my motion.

The Board discussed the permit length and the dredging hours.

Commissioner Reid withdrew her motion.

A motion was made by Commissioner Reid and seconded by Commissioner Culbertson to find that the special use permit outlined in Case DEV-25-021 complies with the Golden Factors, including Factors 1 and 6 and move to adopt Resolution 2026-7 and conditionally approve the special use permit as outlined in Case DEV-25-021 based on the findings as set forth in the staff report and information presented at the public hearing subject to the following additional conditions: 15 years instead of 3, the route change as Commissioner Dove established and allowing retail sales.

Commissioner Stieben offered an amendment to 25 years and stated the rail component be implemented.

Commissioner Reid withdrew her motion.

Ms. Brown stated the commitment to the rail component was included in the development agreement.

A motion was made by Commissioner Reid and seconded by Commissioner Dove to find that the special use permit outlined in Case DEV-25-021 complies with the Golden Factors, including Factors 1 and 6 and move to adopt Resolution 2026-7 and conditionally approve the special use permit as outlined in Case DEV-25-021 based on the findings as set forth in the staff report and information presented at the public hearing subject to the following additional conditions: 20 years instead of 3, amending the route as Commissioner Dove established, allowing retail sales and 24 hour dredging.

Motion passed, 3-2 Commissioners Smith and Stieben voting nay

Ms. Brown reported she will bring back the revisions to the resolution.

A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to table the development agreement to June 17.

Motion passed, 5-0.

Mr. Jacobson presented Resolution 2026-10, a proposed amendment to the Leavenworth County Comprehensive Plan.

A motion was made by Commissioner Reid and seconded by Commissioner Smith to approve the recommendation of the Planning Commission as outlined in Case DEV-26-048 and move to adopt Resolution 2026-10, amendment to the Leavenworth Comprehensive Plan.

Motion passed, 5-0.

Bill Noll requested approval of the 1302 Project Programming request form.

A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to approve the 1302 Project Programming request form for the CDS project on 235th Street with KDOT.

Motion passed, 5-0.

Mr. Noll requested approval of a relocation agreement for a waterline north of Dempsey Road on 235th St.

A motion was made by Commissioner Reid and seconded by Commissioner Dove to approve the agreement for the relocation of the waterline north of Dempsey Road on 235th Street with Rural Water District #9.

Motion passed, 5-0.

Mr. Noll presented the construction contract with Norfolk Contracting for the replacement of bridge HP-51 on Jamison Road and bridge T-31 on Fairmount Road in the amount of \$593,000.00 with a 10% contingency.

A motion was made by Commissioner Smith and seconded by Commissioner Dove to approve the construction contract with Norfolk Contracting for the replacement of bridge HP-51 on Jamison Road and bridge T-31 on Fairmount Road in the amount of \$593,000.00 with a 10% contingency.

Motion passed, 3-2 Commissioners Culbertson and Dove voting nay

Mr. Noll requested to accept the bid from Foley Equipment for the purchase of a trench roller in the amount of \$37,000.00.

A motion was made by Commissioner Dove and seconded by Commissioner Culbertson to accept the bid from Foley Equipment for the purchase of a trench roller in the amount of \$37,000.00.

Motion passed, 5-0.

Wes Baker commented.

A motion was made by Commissioner Reid and seconded by Commissioner Smith to adjourn.
Motion passed, 5-0.

The Board adjourned at 1:16 p.m.

*****June 3, 2026 *****

The Board of County Commissioners met to hear budget presentations on Wednesday, June 3, 2026. Commissioner Smith, Commissioner Reid, Commissioner Stieben and Commissioner Dove are present; Commissioner Culbertson is absent; Also present: Mark Loughry, County Administrator;

The Board heard budget presentations from EMS, the Health Department, County Counselor, Coroner, Commission, Administration and Courthouse General.

Mark Loughry inquired how the Board wants the budget presented.

It was the consensus of the Board for a flat mill levy budget, revenue neutral and a quarter mill reduction.

The Board ended the presentations at 2:00 p.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 15, 2026

11:30 a.m. Senior Impact Series
• Council on Aging, 711 Marshall St., Leavenworth KS

Tuesday, June 16, 2026

12:00 p.m. LCPA meeting

Wednesday, June 17, 2026

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

Thursday, June 18, 2026

Friday, June 19, 2026 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF JUNETEENTH

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: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
 CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
832		06/03/2026	8103 141519	CHARTER COMMUNICATIONS 6-001-5-18-213	IS COMMUNICATION	169.98	
						WARRANT TOTAL	169.98
833		06/03/2026	8416 141516 141516 141516 141516 141516 141516 141516 141516 141516	IRON MOUNTAIN INC 6-001-5-02-212 6-001-5-02-212 6-001-5-14-247 6-001-5-14-247 6-001-5-28-301 6-001-5-28-301 6-146-5-00-218 6-146-5-00-218	300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING 300 WALNUT SHREDDING	32.31 7.75 29.96 7.19 14.98 3.60 64.62 15.51	
						WARRANT TOTAL	175.92
834		06/03/2026	8686 141540 141535 141536 141539	EVERGY KANSAS CENTRAL INC 6-001-5-14-220 6-001-5-32-392 6-001-5-32-392 6-195-5-00-290	300 WALNUT W498 S 2ND AVE 601 S 3RD ST 520 S 3RD ST	8,760.99 35.04 21,332.00 449.76	
						WARRANT TOTAL	30,577.79
835		06/04/2026	1123 141580	POMP'S TIRE SERVICE INC 6-133-5-00-309	TIRES	970.00	
						WARRANT TOTAL	970.00
836		06/04/2026	8686 141576 141615 141615 141615	EVERGY KANSAS CENTRAL INC 6-133-5-00-251 6-174-5-00-210 6-174-5-00-210 6-174-5-00-210	ELECTRIC SERVICE FOR THE NORTH ELECTRIC SERVICES ELECTRIC SERVICES ELECTRIC SERVICES	35.05 512.11 417.84 226.66	
						WARRANT TOTAL	1,191.66
837		06/02/2026	8686 141514	EVERGY KANSAS CENTRAL INC 6-001-5-12-269	ELECTRIC SERVICE	1,360.60	
						WARRANT TOTAL	1,360.60
*1847	AP	06/03/2026	1351 141574 141574 141574 141574 141575 141575	LEAVENWORTH ASPHALT MATERIALS 6-171-5-10-303 6-171-5-10-303 6-171-5-10-303 6-171-5-10-303 6-171-5-10-303 6-171-5-10-303	SEVEN SISTER DUST ABATEMENT SEVEN SISTER DUST ABATEMENT SEVEN SISTER DUST ABATEMENT SEVEN SISTER DUST ABATEMENT SEVEN SISTER DUST ABATEMENT SEVEN SISTER DUST ABATEMENT	58,360.90 48,797.45 2,976.35 83,388.50 65,895.70 44,144.75	
						WARRANT TOTAL	303,563.65
1848	AP	06/04/2026	1085 141630 141630	KEVIN F & DYLA K LAWRENCE 6-171-5-08-301 6-171-5-08-301	PERMANENT EASEMENT AND FENCING PERMANENT EASEMENT AND FENCING	11,422.00 22,715.00	
						WARRANT TOTAL	34,137.00
*120213	AP	05/29/2026	22507 141481	ESRI INC 6-001-5-42-203	ARC GIS SUBSCRIPTION	7,165.00	
						WARRANT TOTAL	7,165.00
120214	AP	05/29/2026	99 141480	NICKI BENSON 6-001-5-19-205	REISSUE CHECK 120107	53.70	
						WARRANT TOTAL	53.70
120215	AP	06/03/2026	7158	A-1 RENTAL			

START DATE: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			141545	6-160-5-00-263	MONTHLY TOLIET RENTAL	140.00	
120216	AP	06/03/2026	1082	ABBY J. RYAN	WARRANT TOTAL		140.00
			141552	6-001-5-19-251	TRANSCRIPT PREP FEES	1,904.00	
120217	AP	06/03/2026	2138	ABSOLUTE COMFORT TECHNOLOGIES	WARRANT TOTAL		1,904.00
			141532	6-001-5-31-290	GENERATOR MAINTENANCE	450.00	
			141532	6-001-5-31-294	GENERATOR MAINTENANCE	360.00	
			141532	6-001-5-31-298	GENERATOR MAINTENANCE	946.53	
			141532	6-001-5-32-209	GENERATOR MAINTENANCE	1,128.27	
			141557	6-174-5-00-210	DESOTO TOWER SITE BATTERY REPLA	799.61	
120218	AP	06/03/2026	20588	ADVANTAGE PRINTING	WARRANT TOTAL		3,684.41
			141518	6-001-5-18-301	BUSINESS CARDS	65.00	
120219	AP	06/03/2026	4950	AMERICAN BOILER SERVICES INC	WARRANT TOTAL		65.00
			141542	6-001-5-32-209	601 S 3RD ST	4,900.00	
120220	AP	06/03/2026	917	WILLIAM BECK	WARRANT TOTAL		4,900.00
			141531	6-001-5-31-290	SUNDAY CHILLER ISSUE	795.00	
120221	AP	06/03/2026	2489	HONORABLE ROBERT BEDNAR	WARRANT TOTAL		795.00
			141555	6-001-5-19-252	DOMESTIC COURT PRO TEM	3,750.00	
120222	AP	06/03/2026	2570	MELISSA FIREOVED	WARRANT TOTAL		3,750.00
			141527	6-503-5-00-2	REFUND OF ENTRANCE AT 166TH ST	100.00	
120223	AP	06/03/2026	2570	JOE HERRING	WARRANT TOTAL		100.00
			141528	6-503-5-00-2	REFUND OF ENTRANCE AT 171ST ST	100.00	
120224	AP	06/03/2026	283	ROBERT BUSETTI	WARRANT TOTAL		100.00
			141558	6-001-5-07-219	MONTHLY FEE FOR DENTIST	350.00	
120225	AP	06/03/2026	24545	CDW GOVERNMENT INC	WARRANT TOTAL		350.00
			141526	6-115-5-00-403	COMPUTER	1,870.11	
			141521	6-115-5-00-409	TRIPP ARM MOUNT 26 55 3 EA	363.84	
			141522	6-115-5-00-409	LVO TP UNIVERSAL USB C DOCK	190.33	
			141523	6-115-5-00-409	SAMSUNG TV 3 EA	1,157.97	
120226	AP	06/03/2026	28831	CE WATER MANAGEMENT INC	WARRANT TOTAL		3,582.25
			141533	6-001-5-32-268	KUSTICE CENTER 1715 CLOSED SYS	1,854.00	
120227	AP	06/03/2026	902	DEBS RIVERVIEW LLC	WARRANT TOTAL		1,854.00
			141563	6-001-5-07-266	SHELTING SERVICES JUNE 2026	1,519.38	
120228	AP	06/03/2026	2410	FIRST CALL INC	WARRANT TOTAL		1,519.38
			141565	6-001-5-13-211	REISSUE CHECK 118422 FROM FEBR	1,573.75	
120229	AP	06/03/2026	754	JANA HARRIS	WARRANT TOTAL		1,573.75
			141562	6-001-5-07-219	MONTHLY MEDICAL SERVICES FOR J	6,250.00	

START DATE: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
 CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		6,250.00
120230	AP	06/03/2026	236 141554	INTERPRETERS INC 6-001-5-19-221	INTERPRETER	1,057.20	1,057.20
					WARRANT TOTAL		1,057.20
120231	AP	06/03/2026	3030 141567	ISG TECHNOLOGY 6-001-5-18-254	EXCHANGE ONLINE RENEWAL	13,296.00	13,296.00
					WARRANT TOTAL		13,296.00
120232	AP	06/03/2026	8569 141571	KANEQUIP, INC 6-153-5-00-3	JCB WHEEL LOADER	55,223.93	55,223.93
					WARRANT TOTAL		55,223.93
120233	AP	06/03/2026	66366 141547	KANSAS GAS SERVICE 6-174-5-00-210	GAS SERVICE FOR LEAVENWORTH TO	64.00	64.00
					WARRANT TOTAL		64.00
120234	AP	06/03/2026	1851 141569	KANSAS ONE-CALL SYSTEM INC 6-001-5-18-213	LOCATE SERVICES	9.31	9.31
					WARRANT TOTAL		9.31
120235	AP	06/03/2026	76 141564	KNOWINK LLC 6-001-5-49-240	POLL PAD ANNUAL SOFTWARE LICEN	6,250.00	6,250.00
					WARRANT TOTAL		6,250.00
120236	AP	06/03/2026	6876 141530 141530	CITY OF LEAVENWORTH 6-001-5-31-240 6-001-5-32-260	ALRAM USER PERMIT RENEWAL FEE ALRAM USER PERMIT RENEWAL FEE	15.00 15.00	30.00
					WARRANT TOTAL		30.00
120237	AP	06/03/2026	417 141520	AUMENTUM TECHNOLOGIES 6-001-5-18-254	MAINTENANCE	62,946.00	62,946.00
					WARRANT TOTAL		62,946.00
120238	AP	06/03/2026	1991 141544	MID-AMERICA REGIONAL COUNCIL 6-001-5-14-210	BASIC LOCAL DUES	16,858.00	16,858.00
					WARRANT TOTAL		16,858.00
120239	AP	06/03/2026	105 141549 141549	MIDWEST MOBILE RADIO SERVICE 6-001-5-12-220 6-001-5-12-220	EM RADIO MAINTENANCE EM RADIO MAINTENANCE	535.00 230.00	765.00
					WARRANT TOTAL		765.00
120240	AP	06/03/2026	2059 141561	MIDWEST OFFICE TECHNOLOGY INC 6-001-5-07-219	CANON 4JB07726	86.00	86.00
					WARRANT TOTAL		86.00
120241	AP	06/03/2026	2666 141524 141524 141524	IGNACIO NELSON 6-001-5-41-202 6-001-5-41-202 6-001-5-41-202	MEALS FOR IAAO 101 CLASS WICHI MEALS FOR IAAO 101 CLASS WICHI MEALS FOR IAAO 101 CLASS WICHI	80.00 95.00 140.00	315.00
					WARRANT TOTAL		315.00
120242	AP	06/03/2026	2666 141525 141525 141525	PAMELA VAUGHT 6-001-5-41-202 6-001-5-41-202 6-001-5-41-202	MEALS FOR IA00 101 CLASS IN WI MEALS FOR IA00 101 CLASS IN WI MEALS FOR IA00 101 CLASS IN WI	80.00 95.00 140.00	315.00
					WARRANT TOTAL		315.00
120243	AP	06/03/2026	1033 141534	MP OUTDOORS LLC 6-001-5-31-290	CUSHING 711 MARSHALL REMOVAL O	6,100.00	6,100.00
					WARRANT TOTAL		6,100.00
120244	AP	06/03/2026	1087	CURTIS NEWMAN			

START DATE: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			141573	6-220-5-19-400	PERMANENT DRAINAGE EASEMENT	42.15	
					WARRANT TOTAL		42.15
120245	AP	06/03/2026	1086 141572	THOMAS RAY NEWMAN II 6-220-5-19-400	PERMANENT DRAINAGE EASEMENT	42.15	
					WARRANT TOTAL		42.15
120246	AP	06/03/2026	196 141570	OLSSON, INC 6-133-5-00-213	PROFESSIONAL SERVICES	716.38	
					WARRANT TOTAL		716.38
120247	AP	06/03/2026	969 141538	OVERHEAD DOOR CO 6-001-5-32-209	JUSTICE CENTER 601 S 3RD ST	485.50	
					WARRANT TOTAL		485.50
120248	AP	06/03/2026	2612 141551 141553	QUALITY REPORTING 6-001-5-19-251 6-001-5-19-251	COURT REPORTER FOR JULY TRIAL COURT REPORTER FEES 05152026 2	1,171.80 390.60	
					WARRANT TOTAL		1,562.40
120249	AP	06/03/2026	7098 141559	QUILL CORP 6-001-5-07-301	OFFICE SUPPLIES	432.24	
					WARRANT TOTAL		432.24
120250	AP	06/03/2026	534 141537	SANDS CONSTRUCTION LLC 6-001-5-31-290	CORE DRILL THE FLOOR CHECK TH	500.00	
					WARRANT TOTAL		500.00
120251	AP	06/03/2026	17368 141560	SECURITY TRANSPORT SERVICES 6-001-5-07-218	TRANSPRT ON INMATE	2,459.12	
					WARRANT TOTAL		2,459.12
120252	AP	06/03/2026	6148 141543	LEAV CO SHERIFF DEPT 6-001-5-12-216	PHONE AND RADIO LINES	323.41	
					WARRANT TOTAL		323.41
120253	AP	06/03/2026	22972 141550	TRANSFER STATION 6-145-5-00-260	STANDARD WASTE	10.00	
					WARRANT TOTAL		10.00
120254	AP	06/03/2026	608 141556 141556	THE TRAVELERS INDEMNITY COMPAN 6-001-5-14-224 6-001-5-14-224	DEDUCTIBLE BILLING DEDUCTIBLE BILLING	1,209.00 598.00	
					WARRANT TOTAL		1,807.00
120255	AP	06/03/2026	651 141566 141566	USIC HOLDING INC 6-001-5-18-213 6-001-5-18-213	LOCATE SERVICE LOCATE SERVICE	.75 174.09	
					WARRANT TOTAL		174.84
120256	AP	06/03/2026	1073 141548 141517	WITHERS-KC SANITARY SUPPLY 6-001-5-12-301 6-145-5-00-301	OFFICE SUPPLIES OFFICE PAPER	105.56 445.00	
					WARRANT TOTAL		550.56
120257	AP	06/04/2026	7158 141594 141594	A-1 RENTAL 6-133-5-00-214 6-133-5-00-214	MONTHLY TOLIET RENTAL AT THE T MONTHLY TOLIET RENTAL AT THE T	280.00 140.00	
					WARRANT TOTAL		420.00
120258	AP	06/04/2026	2138 141601	ABSOLUTE COMFORT TECHNOLOGIES 6-001-5-07-265	BATTERY CHARGER REPLACEMENT DE	361.68	
					WARRANT TOTAL		361.68
120259	AP	06/04/2026	4120	AAA LAUNDRY & LINEN SUPPLY CO			

START DATE: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
 CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			141598	6-001-5-53-215	UNIFORM RENTAL	107.46	
			141598	6-001-5-53-215	UNIFORM RENTAL	107.46	
			141593	6-133-5-00-215	UNIFORM RENTAL	354.83	
			141593	6-133-5-00-215	UNIFORM RENTAL	664.83	
			141593	6-133-5-00-312	UNIFORM RENTAL	260.48	
			141593	6-133-5-00-312	UNIFORM RENTAL	271.17	
			141597	6-137-5-00-203	UNIFORM RENTAL	103.62	
			141597	6-137-5-00-203	UNIFORM RENTAL	103.62	
					WARRANT TOTAL		1,973.47
120260	AP	06/04/2026	3026	A.S.P. ENTERPRISES, INC			
			141592	6-133-5-00-325	TURF STAPLES, DOUBLE NET STRAW	1,800.00	
					WARRANT TOTAL		1,800.00
120261	AP	06/04/2026	18253	AT&T MOBILITY			
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	56.23	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	56.23	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	23.74	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	23.74	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	73.74	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	43.73	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	43.73	
			141591	6-133-5-00-210	MONTHLY CHARGES 287248656609 0	43.73	
					WARRANT TOTAL		364.87
120262	AP	06/04/2026	1737	AT&T			
			141616	6-174-5-00-210	KDOT SITE BONNER	366.30	
			141616	6-174-5-00-210	KDOT SITE BONNER	441.60	
					WARRANT TOTAL		807.90
120263	AP	06/04/2026	840	BATEMAN LAW GROUP LLC			
			141628	6-176-5-00-206	VTC DEFENSE FUND MAY AND JUNE	3,400.00	
					WARRANT TOTAL		3,400.00
120264	AP	06/04/2026	1402	BLUE CROSS BLUE SHIELD OF KANS			
			141625	6-510-2-00-939	COVERAGE PERIOD JUNE	450,613.11	
			141625	6-510-2-00-939	COVERAGE PERIOD JUNE	12,300.07	
					WARRANT TOTAL		462,913.18
120265	AP	06/04/2026	2621	TERRY BOOKER			
			141617	6-145-5-00-256	MEALS 5.18 5.29	15,678.00	
			141617	6-145-5-00-256	MEALS 5.18 5.29	12,545.00	
					WARRANT TOTAL		28,223.00
120266	AP	06/04/2026	661	CDJ AUTOMOTIVE LLC			
			141599	6-001-5-07-213	TOUCH UP PAINT PEN	26.49	
					WARRANT TOTAL		26.49
120267	AP	06/04/2026	2533	COMMERCIAL INDUSTRIAL SUPPLY C			
			141590	6-133-5-00-207	SERTVICE CALL ON CB 1760	704.04	
					WARRANT TOTAL		704.04
120268	AP	06/04/2026	2693	CUSTOM PRODUCTS CORPORATION			
			141588	6-133-5-00-363	SIGN MATERIAL	4,885.44	
					WARRANT TOTAL		4,885.44
120269	AP	06/04/2026	1504	DELTA DENTAL OF KANSAS			
			141624	6-510-2-00-942	DENTAL PREMIUMS	22,121.60	
					WARRANT TOTAL		22,121.60
120270	AP	06/04/2026	2588	FOLEY EQUIPMENT			

START DATE: 05/29/2026 END DATE: 06/04/2026

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 CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			141587	6-133-5-00-227	BROOM RENTALS, SERVICE CALL, P	1,903.13	
			141587	6-133-5-00-360	BROOM RENTALS, SERVICE CALL, P	3,767.50	
			141587	6-133-5-00-360	BROOM RENTALS, SERVICE CALL, P	4,655.72	
					WARRANT TOTAL		10,326.35
120271	AP	06/04/2026	28526	THE GUIDANCE CENTER	(TRAINING		
			141606	6-125-5-00-2	MAY 2026 SALARY AND FRINGE PRA	9,570.48	
			141605	6-135-5-00-200	MAY 36.25 HRS	5,437.50	
			141603	6-135-5-00-201	MAY SALARY AND FRINGE	2,057.57	
			141604	6-135-5-00-201	MAY 2026 SALARY AND FRINGE JEF	7,508.06	
					WARRANT TOTAL		24,573.61
120272	AP	06/04/2026	3621	HERITAGE-CRYSTAL CLEAN,LLC			
			141589	6-133-5-00-310	16 GAL AND 30 GAL DRUM MOUNTS	1,009.70	
					WARRANT TOTAL		1,009.70
120273	AP	06/04/2026	145	PARK ENTERPRISE			
			141586	6-133-5-00-315	WELDING RODS	205.36	
					WARRANT TOTAL		205.36
120274	AP	06/04/2026	2505	INTRINSIC INTERVENTIONS			
			141611	6-127-5-00-3	US TEST CUPS, IMPORT FEE	873.75	
			141611	6-127-5-00-3	US TEST CUPS, IMPORT FEE	100.00	
			141610	6-136-5-00-203	UA TEST CUPS IMPORT FEE	1,083.75	
					WARRANT TOTAL		2,057.50
120275	AP	06/04/2026	1575	J&J DRAINAGE PRODUCTS CO			
			141585	6-133-5-00-325	95541	7,713.25	
					WARRANT TOTAL		7,713.25
120276	AP	06/04/2026	966	ATCHISON AUTO PARTS LLC DBA NA			
			141581	6-133-5-00-360	GLADHAND	92.15	
					WARRANT TOTAL		92.15
120277	AP	06/04/2026	8569	KANEQUIP, INC			
			141595	6-137-5-00-320	SERVICE CALL, MATERIAL, LABOR	2,039.89	
					WARRANT TOTAL		2,039.89
120278	AP	06/04/2026	17529	KANSAS COMMUNITY CORR ASSN			
			141609	6-127-5-00-3	FISCAL YEAR 2027 MEMBERSHIP DU	737.00	
					WARRANT TOTAL		737.00
120279	AP	06/04/2026	232	MHC KENWORTH-OLATHE			
			141584	6-133-5-00-360	PARTS	75.32	
			141584	6-133-5-00-360	PARTS	16.12	
			141584	6-133-5-00-360	PARTS	89.17	
			141584	6-133-5-00-360	PARTS	49.54	
			141584	6-133-5-00-360	PARTS	195.60	
			141584	6-133-5-00-360	PARTS	124.80	
			141596	6-137-5-00-320	HYDRAULIC FILTERS	62.40	
					WARRANT TOTAL		612.95
120280	AP	06/04/2026	105	MIDWEST MOBILE RADIO SERVICE			
			141602	6-001-5-07-208	RADIOS, PARTS, MAINTENANCE	175.00	
			141602	6-001-5-07-208	RADIOS, PARTS, MAINTENANCE	20.00	
			141602	6-001-5-07-208	RADIOS, PARTS, MAINTENANCE	146.00	
			141583	6-133-5-00-207	RAIDIO MAINTENANCE	375.00	
			141583	6-133-5-00-207	RAIDIO MAINTENANCE	10.00	
			141583	6-133-5-00-207	RAIDIO MAINTENANCE	10.00	
			141583	6-133-5-00-207	RAIDIO MAINTENANCE	110.00	

START DATE: 05/29/2026 END DATE: 06/04/2026

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		846.00
120281	AP	06/04/2026	2059 141614	MIDWEST OFFICE TECHNOLOGY INC 6-145-5-00-208	COLOR COPIER	514.41	514.41
					WARRANT TOTAL		514.41
120282	AP	06/04/2026	2666 141577	KODI VOSSMER 6-133-5-00-364	SAFETY BOOTS REIMBURSEMENT	165.00	165.00
					WARRANT TOTAL		165.00
120283	AP	06/04/2026	680 141582	NEXTRAN TRUCK CENTERS 6-133-5-00-360	FILTER KIT	334.96	334.96
					WARRANT TOTAL		334.96
120284	AP	06/04/2026	8801 141619 141618	OSBORN LAW OFFICE 6-001-5-09-231 6-001-5-09-231	COURT APPOINTED ATTORNEY MARCH COURT APPOINTED ATTORNEY FEBR	5,850.00 4,185.00	10,035.00
					WARRANT TOTAL		10,035.00
120285	AP	06/04/2026	3 141621	THE LEAGUE OF KANSAS MUNICIPAL 6-001-5-09-202	CITY ATTORNEY ASSOCIATION OF K	100.00	100.00
					WARRANT TOTAL		100.00
120286	AP	06/04/2026	639 141622	KRISTEN B PATTY 6-001-5-09-231	APPEAL ANTHONY DOZIER	580.00	580.00
					WARRANT TOTAL		580.00
120287	AP	06/04/2026	7098 141607 141608	QUILL CORP 6-126-5-00-321 6-136-5-00-301	OFFICE SUPPLIES OFFICE SUPPLIES	259.76 139.99	399.75
					WARRANT TOTAL		399.75
120288	AP	06/04/2026	943 141623	MATTHEW RICH 6-001-5-09-231	CINC CASES	708.54	708.54
					WARRANT TOTAL		708.54
120289	AP	06/04/2026	25081 141600 141600 141600 141600	STERICYCLE, INC 6-001-5-07-208 6-001-5-07-208 6-001-5-07-208 6-001-5-07-208	SERVICE ON 04302026 SERVICE ON 04302026 SERVICE ON 04302026 SERVICE ON 04302026	143.11 19.18 22.90 3.07	188.26
					WARRANT TOTAL		188.26
120290	AP	06/04/2026	113 141613 141579 141612 141612	SUMNERONE INC 6-126-5-00-321 6-133-5-00-301 6-136-5-00-203 6-136-5-00-243	CANON COPIER CANON C37251 2UA00860 CANNON COPIES CANNON COPIES	122.24 68.00 20.55 20.55	231.34
					WARRANT TOTAL		231.34
120291	AP	06/04/2026	207 141626 141627	KATHRYN KAY LUNA 6-176-5-00-205 6-176-5-00-205	VTC MENTOR COORDINATOR MAY 202 VTC MENTOR COORDINATOR APRIL 2	1,300.00 1,300.00	2,600.00
					WARRANT TOTAL		2,600.00
120292	AP	06/04/2026	22972 141578	TRANSFER STATION 6-133-5-00-214	CONSTRUCTION DEMOLITION TICKET	150.00	150.00
					WARRANT TOTAL		150.00
120293	AP	06/02/2026	99 141482	6-001-5-19-205	JURY FEE	25.00	25.00
					WARRANT TOTAL		25.00
120294	AP	06/02/2026	99				

START DATE: 05/29/2026 END DATE: 06/04/2026

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
			141483	6-001-5-19-205	JURY FEE AND MILEAGE	40.40	
120295	AP	06/02/2026	99		WARRANT TOTAL		40.40
			141484	6-001-5-19-205	JURY FEE AND MILEAGE	30.60	
120296	AP	06/02/2026	99	D	WARRANT TOTAL		30.60
			141485	6-001-5-19-205	JURY FEE AND MILEAGE	45.30	
120297	AP	06/02/2026	99		WARRANT TOTAL		45.30
			141486	6-001-5-19-205	JURY FEE	25.00	
120298	AP	06/02/2026	99		WARRANT TOTAL		25.00
			141487	6-001-5-19-205	JURY FEE AND MILEAGE	48.80	
120299	AP	06/02/2026	99	K	WARRANT TOTAL		48.80
			141488	6-001-5-19-205	JURY FEE	25.00	
120300	AP	06/02/2026	99		WARRANT TOTAL		25.00
			141489	5-001-5-19-205	JURY FEE	50.00	
120301	AP	06/02/2026	99		WARRANT TOTAL		50.00
			141490	6-001-5-19-205	JURY FEE AND MILEAGE	53.00	
120302	AP	06/02/2026	99		WARRANT TOTAL		53.00
			141491	6-001-5-19-205	JURY FEE AND MILEAGE	87.80	
120303	AP	06/02/2026	99		WARRANT TOTAL		87.80
			141492	6-001-5-19-205	JURY FEE AND MILEAGE	57.00	
120304	AP	06/02/2026	99		WARRANT TOTAL		57.00
			141493	6-001-5-19-205	JURY FEE	50.00	
120305	AP	06/02/2026	99		WARRANT TOTAL		50.00
			141494	6-001-5-19-205	JURY FEE AND MILEAGE	43.20	
120306	AP	06/02/2026	99		WARRANT TOTAL		43.20
			141495	6-001-5-19-205	JURY FEE AND MILEAGE	58.60	
120307	AP	06/02/2026	99		WARRANT TOTAL		58.60
			141496	6-001-5-19-205	JURY FEE AND MILEAGE	41.80	
120308	AP	06/02/2026	99		WARRANT TOTAL		41.80
			141497	6-001-5-19-205	JURY FEE AND MILEAGE	36.20	
120309	AP	06/02/2026	99		WARRANT TOTAL		36.20
			141498	6-001-5-19-205	JURY FEE	25.00	
120310	AP	06/02/2026	99		WARRANT TOTAL		25.00
			141499	6-001-5-19-205	JURY FEE	25.00	
					WARRANT TOTAL		25.00

START DATE: 05/29/2026 END DATE: 06/04/2026

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CHECK RANGE SELECTED: * No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
120311	AP	06/02/2026	99 141500	6-001-5-19-205	JURY FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
120312	AP	06/02/2026	99 141501	6-001-5-19-205	JURY FEE	25.00	
					WARRANT TOTAL		25.00
120313	AP	06/02/2026	99 141502	6-001-5-19-205	JURY FEE AND MILEAGE	41.80	
					WARRANT TOTAL		41.80
120314	AP	06/02/2026	99 141503	6-001-5-19-205	JURY FEE	25.00	
					WARRANT TOTAL		25.00
120315	AP	06/02/2026	99 141504	6-001-5-19-205	JURY FEE AND MILEAGE	51.60	
					WARRANT TOTAL		51.60
120316	AP	06/02/2026	99 141505	6-001-5-19-205	JURY FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60
120317	AP	06/02/2026	99 141506	6-001-5-19-205	JURY FEE AND MILEAGE	33.40	
					WARRANT TOTAL		33.40
120318	AP	06/02/2026	99 141507	6-001-5-19-205	JURY FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
120319	AP	06/02/2026	99 141508	6-001-5-19-205	JURY FEE AND MILEAGE	47.40	
					WARRANT TOTAL		47.40
120320	AP	06/02/2026	99 141509	6-001-5-19-205	JURY FEE AND MILEAGE	46.00	
					WARRANT TOTAL		46.00
120321	AP	06/02/2026	99 141510	6-001-5-19-205	JURY FEE AND MILEAGE	53.00	
					WARRANT TOTAL		53.00
120322	AP	06/02/2026	99 141511	D 6-001-5-19-205	JURY FEE AND MILEAGE	57.00	
					WARRANT TOTAL		57.00
120323	AP	06/02/2026	99 141512	6-001-5-19-205	JURY FEE	25.00	
					WARRANT TOTAL		25.00
120324	AP	06/02/2026	3 141515	EFFINGHAM COUNTY SHERIFF'S OFF 6-001-5-11-213	COST OF CIVIL PROCESS SERVICE	50.00	
					WARRANT TOTAL		50.00
120325	AP	06/04/2026	6713	REILLY & SONS INC 6-001-5-14-224 6-001-5-14-224 6-001-5-14-224	INSTALLMENT BUSINESS AUTO, GEN INSTALLMENT BUSINESS AUTO, GEN INSTALLMENT BUSINESS AUTO, GEN	100,093.00 117,269.00 7,173.00	
					WARRANT TOTAL		224,535.00
					GRAND TOTAL		1,402,461.47

START DATE: 05/29/2026 END DATE: 06/04/2026

TYPES OF CHECKS SELECTED: * ALL TYPES
CHECK RANGE SELECTED: * No Check Range Selected

FUND SUMMARY

001	GENERAL	419,137.00
115	EQUIPMENT RESERVE	3,582.25
125	CPJJ	9,570.48
126	COMM CORR ADULT	382.00
127	COMM CORR ADULT NON GRANT	1,710.75
133	ROAD & BRIDGE	32,567.41
135	COMM CORR OPIOID	15,003.13
136	COMM CORR JUVENILE	1,264.84
137	LOCAL SERVICE ROAD & BRIDGE	2,309.53
145	COUNCIL ON AGING	29,192.41
146	COUNTY TREASURER SPECIAL	80.13
153	PUBLIC WORKS,EQUIP.RESERVE FUND	55,223.93
160	SOLID WASTE MANAGEMENT	140.00
171	S TAX CAP RD PROJ: BONDS	337,700.65
174	911	2,828.12
176	VETERANS TREATMENT COURT (16.753)	6,000.00
195	JUVENILE DETENTION	449.76
220	CAP IMPR: RD & BRIDGE	84.30
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	485,034.78
	TOTAL ALL FUNDS	1,402,461.47

Leavenworth County Request for Board Action

Date: 6/10/26

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: _____

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve bid from Linaweaver Construction for replacement of transfer Station tipping floor and apron

Recommendation: Approve

Analysis: We released a RFP for the removal and replacement of the tipping floor at the transfer station. The County received 4 bids, and the lowest qualified bidder was Linaweaver Construction Inc.

Alternatives: Reject all bids and not replace the tipping floor and apron concrete. .

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: \$70,000

Additional Attachments: Final bid tab, original RFP and Addendum 1



COUNTY OF LEAVENWORTH
Transfer Station Tipping floor

No.	Item Description	Unit	Quantity	Linaweaver Construction Inc		Sands Construction LLC		Price Construction Management		Catalpa Construction LLC		Construction Estimate	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
	SITE												
1	Mobilization	LS	1	\$ 2,500.00		\$5,800.00		\$3,500.00		\$ 5,000.00		\$ 4,000.00	
2	Demolition,Removal,Replacement	LS	1	\$ 65,000.00		\$118,700.00		\$134,568.00		\$ 155,000.00		\$ 160,000.00	
3	Destructive Strength Test	LS	1	\$ 2,500.00		\$2,500.00		\$2,000.00		\$ 2,000.00		\$ 2,500.00	
	Concrete Price per yard (used for additional work only)	EA	1	\$ 500.00		\$678.29		\$265.32		\$ 310.00		\$ 500.00	
	TOTAL BASE BID				\$70,000.00		\$127,000.00		\$140,068.00		\$162,000.00		\$166,500.00

**Transfer Station Tipping Floor
24967 136th Street, Lansing KS 66043**

COUNTY OF LEAVENWORTH

**SCOPE OF WORK,
CONTRACT DOCUMENTS AND
SPECIFICATIONS**

Firm Name: _____

Address: _____

Telephone: _____

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NOTICE TO CONTRACTORS

Sealed proposals will be received from Bidders by the County of Leavenworth, hereinafter referred to as the Owner, at the Leavenworth County Clerk, Courthouse, 300 Walnut, Leavenworth, KS 66048 until 10:00 A.M., June 2, 2026 for the furnishing of all material and labor necessary to construct improvements for the Transfer station Tipping floor. Bids will be opened and publicly read at 10:00 A.M., June 2, 2026. Contractors will be notified of the results within 10 days after the date set above for the bids to be opened. A Pre-Bid meeting will be held May 18, 2026 at the Transfer Station at 10:00 am. The Contract shall be awarded to the lowest responsible bidder, but the County of Leavenworth reserves the right to reject any or all bids and to waive informalities or irregularities in bids. Each bid shall be made on a printed proposal form included with these documents. Bids shall be submitted in sealed envelopes and shall be marked Transfer Station Tipping floor. All proposal forms shall be properly executed by an officer of the firm making such proposal.

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Each bidder shall file with his bid a bid bond, cashier's check or a certified check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of his bid.

If you have any questions over the Plans, Specifications, and Contract Documents please contact Aaron Yoakam, Director of Buildings and Grounds at (913) 684-0468.

Prepared By:

County of Leavenworth:

Aaron Yoakam
Director of Buildings and Grounds

Chairman, County Commission

ATTEST:

County Clerk

SCOPE OF WORK

LEAVENWORTH COUNTY, KANSAS

BID SPECIFICATIONS

Transfer Station Tipping floor

Location: **24967 136th Street, Lansing KS 66043**

1. Project Description

Leavenworth County is requesting bids for the **demolition and replacement of the existing tipping floor and apron at the Transfer Station** located at **24967 136th Street, Lansing KS 66043**. The project includes removal of existing tipping floor and apron.

This scope of work covers the removal and replacement of 8-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application. Work must be sequenced to allow start on Thursday, concrete placement on Friday, and opening to traffic/business on Tuesday.

**Site Conditions - 63' x 60' under roof structure - 63' x 15' outside of structure -
Total area: 4,725 square feet estimated and need to be field verified**

2. General Requirements

- All work shall comply with:
 - KDOT Standard Specifications for State Road and Bridge Construction, current edition and applicable special provisions
 - All work shall conform Sections 403 and 502 of the 2015 KDOT Standard Specifications.
 - Applicable local, state, and federal codes
- Contractor shall coordinate all work with the Leavenworth County Representative Director of Buildings and Grounds prior to mobilization.

3. Demolition and Removal.

- Sawcut perimeter of existing pavement to create clean, straight edges
- .Remove and dispose of approximately 8 inches of existing concrete paving.
- Excavate and clean subgrade to prepare for new concrete placement.
- Provide dust control and always maintain a clean jobsite.

4. Subgrade Preparation

- Ensure subgrade is compacted and stable prior to forming.

5. Forming and Reinforcement.

- Install forms to required lines and grades.
- Place reinforcing steel #4 rebar at 12 inches on center each way (1' O.C. EW). Top reinforcement bar shall be 2.5" clearance from top of pavement.
- Secure reinforcement and utilize standard chairs to maintain proper spacing and elevation during pour.

6. Concrete Placement / Jointing

- Supply and place 5000 PSI high-early-strength concrete.
- Consolidate concrete using mechanical vibration to eliminate voids.
- Finish surface to match existing pavement texture and slope.
- Apply Intraseal per manufacturer's specifications
- Sawcut control joints at 10-foot spacing (10' O.C.) after initial set joint depth shall be D/4
- Clean and seal joints with approved joint sealant

7. Curing and Protection

- Protect concrete from premature drying, traffic, and weather.
- Maintain curing conditions per high-early-strength concrete requirements.
- Ensure concrete reaches required strength for opening on Tuesday. (cylinder break testing to ensure concrete specifications)

8. Schedule Requirements

- Thursday: Mobilize, sawcut, remove existing concrete, prep subgrade, install forms and rebar.
- Friday: Place and finish concrete; apply Intraseal; sawcut joints.

- Saturday–Sunday: Cure and protect concrete; no traffic allowed.
- Cylinder break testing
- Tuesday: Open pavement to business operations after confirming adequate strength.

9. Warranty

- Contractor shall provide a **minimum one (1) year warranty** or a Maintenance Bond on workmanship and materials.

10. Bid Structure

Bidders shall submit a **lump sum base bid** and the following **unit price alternates**. Unit prices shall include all labor, materials, equipment, disposal, traffic control, and incidentals.

Unit Price

Item	Description	Unit	Unit Price
A	Mobilization	Lump Sum (LS)	\$ _____
B	Demolition, Removal, Replacement	Lump Sum (LS)	\$ _____
D	Destructive Strength Testing	Lump Sum (LS)	\$ _____
		Total	Total Price
			\$ _____
	Concrete Per Yard price		\$ _____
	Used for additional work only		

Unit prices may be used for additional work as authorized by Leavenworth County.

Schedule and Qualifications

- Bid shall include anticipated window to begin. The notification of closure will be issued By Leavenworth County and work with selected contractor to find window to complete work in scheduled and proposed fashion
- Contractor shall provide proof of insurance and appropriate Kansas licensing.
- Leavenworth County reserves the right to accept the Base Bid or Add pavement or any combination thereof, based on available funding, operational needs of the Transfer Station facility, and long-term maintenance and life-cycle cost considerations. The County may reject any or all bids and waive informalities as permitted by law.

INSTRUCTION TO BIDDERS

1. PROPOSAL

All proposals shall be made on the forms provided in this bound volume of Contract documents. Each proposal must be enclosed in a sealed envelope plainly marked "Transfer Station Tipping floor". All proposals shall be addressed to "County Clerk", County of Leavenworth, 300 Walnut St., Suite 106, Leavenworth, Kansas, Attention: "B&G Superintendent". All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications and Contract Documents.

2. PROPOSAL GUARANTEE

Each bid shall be accompanied by a certified check, cashier's check, or Bid Bond drawn on an acceptable Bank, made payable, without condition, to the County of Leavenworth, Kansas, in an amount of not less than five percent (5%) of the total bid. The amount of said check may be retained by and forfeited to the County of Leavenworth as liquidated damages if such proposal is accepted and the contract awarded, and the bidder fails to enter into a contract in the form prescribed, with the required maintenance, performance and statutory bond, within ten (10) days after such award is made by the County of Leavenworth. Bid checks will be returned to unsuccessful bidders at such time as their bids have been rejected and to the successful bidder upon receipt of statutory maintenance, performance and statutory bond, in an amount equal to 100 percent of the contract.

3. TAXES

The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

It is the intent of the County to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing this proposal, omit from his computed costs all appropriate Sales and Compensating Taxes.

The Contractor, subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. Contractor may reproduce as many copies of the certificate as needed.

Upon completion of this project, the Contractor shall furnish to the County Clerk a sworn statement, on a form to be provided by the Director of Taxation of the State of Kansas, that all purchases made using the sales tax exemption certificate were entitled to exemption under K.S.A. 79-3606 as amended. The sworn statement shall be supplied before approval for final payment on the Contract is given. Copies of all invoices associated with this project, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the County.

All such invoices will be held by the County for a period of not less than five (5) years and shall be subject to audit by the Director of Taxation of the State of Kansas.

4. TIME OF COMPLETION

Construction shall be completed by or before September 18, 2026.

5. WITHDRAWAL OF BID

No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of said proposals.

A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

6. ACCEPTANCE AND REJECTION OF BIDS

The County of Leavenworth reserves the right to accept the bid which, in its judgment, is the best bid for the work covered by the proposal, and to award the bid, or to reject any or all bids for any reason and to waive irregularities and informalities in any bid submitted.

7. BONDS

The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount specified in the contract for the protection of all persons supplying labor, materials, equipment, and supplies to the contractor or its subcontractor. Said payment bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the Leavenworth County. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by Leavenworth County. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney

8. INSURANCE

The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them

may be liable. The County shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set for claims under workman's compensation disability benefit and other similar employee benefits; claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.

- | | |
|-------------------------------|--|
| 1. "Owners and Contractors" | General Liability –
\$1,000,000.00 Combined
Single Limit (CSL) |
| 2. "Workers Compensation" | Each Accident \$500,000;
Disease Policy Limit \$500,000;
Disease – Each Employee
\$500,000 |
| 3. "Comprehensive Automobile" | \$1,000,000.00 (CSL) – to cover
Liability all owned, non-owned and
hired vehicles, including the
loading & unloading. |
| 4. "Comprehensive General" | \$1,000,000.00 (CSL) – this Liability covers
only the contractor, not the same policy as #1. |
| 5. "Performance Bond" | 100 percent of the contract, intact
throughout the life of the contract. |
| 6. "Materials and Labor" | 100 percent of the contract, intact
throughout the life of the life of |

All subcontractors shall have the same minimum coverage.

All policies shall be on a "per occurrence" basis.

Satisfactory certificates of insurance shall be submitted to the County prior to execution of the contract documents, and the form, limits and duration of said policies shall be subject to the approval of the County.

All policies and bonds shall be written by companies authorized to do business in the State of Kansas.

9. BID PREFERENCE

Existing State Law (K.S.A. 75-3740a) requires that to the extent permitted by federal law and regulations the County, when letting contracts for bids, must require a successful bidder-contractor domiciled outside the State of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas Contractor as would be required of such Kansas domiciled Contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition and if it is determined by the County that the apparent lowest and best bidder is a foreign domiciled Contractor who has failed to comply with this state requirement, such bid shall be rejected.

10. NON-DISCRIMINATION

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. COMPETENCE OF BIDDER

Before award of the Contract the successful bidder will be required to satisfy the Board of County Commissioners as to his experience and competence to construct the work, and as to his integrity and reliability to carry the provision of his Performance Bond, and as to his resources for its vigorous prosecution.

12. EXAMINATION OF PROPOSED WORK

Each bidder must examine for himself the location of the proposed work and conditions affecting the work. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of the any part of the Specifications or Contract Documents, he may submit to the Engineer a written request, not less than 72 hours prior to the time of bid opening, for an interpretation thereof. Any interpretation of the documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The owner or Director will not be responsible for any interpretations of the documents.

13. BID MATERIALS AND PROPOSAL DISCREPANCY

The Bidder shall base his bid on materials and equipment complying fully with the Specifications and Contract Documents, and in the event the bid specifies materials or equipment which do not so conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

In case of discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the products of the quantities of work and the Unit Prices, Bidder agrees that the Unit Prices shall govern, and any errors found in said products and Gross Sum may be corrected by the Owner.

**Transfer Station Tipping Floor
LEAVENWORTH COUNTY, KANSAS**

PROPOSAL FORM

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

UNIT PRICES: A unit price is an amount proposed by Bidders and stated within this section as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, labor, overhead, profit, and applicable taxes.

In the event that additions to, or deductions from the work covered by the Contract are required, the undersigned hereby proposes and agrees that the following Unit Prices will prevail for such additions or deductions. It should be understood, however, that the Owner can reject any or all such Unit Prices at the time of acceptance of the Bid.

Item	Description	Unit	Unit Price
A	Mobilization	Lump Sum (LS)	\$_____
B	Demolition, Removal, Replacement	Lump Sum (LS)	\$_____
D	Destructive Strength Testing	Lump Sum (LS)	\$_____
		Total	Total Price
			\$_____
	Concrete Per Yard price		\$_____
	Used for additional work only		

1. In submitting this bid, the undersigned declares that the price submitted is independently arrived at without collusion
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.
4. The undersigned hereby agrees to complete all Work and to fully complete the Project within Ninety (90) days from the date specified in the Notice to Proceed.
5. The undersigned acknowledges receipt of the following Amendment(s): _____

6. Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of _____ Dollars (\$_____) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in _____ this _____ day of _____, 20____.

Signature of Bidder: _____
Contractor

By: _____

Title

Address of Contractor

Telephone Number

NOTICE OF AWARD

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, considered your Bid submitted on _____ for the above Project.

You are hereby notified that your Bid has been accepted in the amount of _____ for items _____.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non-Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20__.

Owner

By _____

Title _____

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1031, as amended, including Subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base contract before signing thereof and acceptance of the terms of this certificate.

Project

(Name of Contractor)

By _____

Date
CORPORATE SEAL

(Official Title of Signer)

CERTIFICATE OF INSURANCE

STATE OF KANSAS)
)
COUNTY OF LEAVENWORTH) SS

The undersigned hereby certifies to Leavenworth County, Kansas, the insurance policies have been issued to:

Name of insured _____
Address _____

Which will be in force to cover the work to be performed under the Contract for

_____ and that such policies are in every manner in compliance with the insurance requirements as set for in Instructions to Bidders and the General Conditions as stated in these Contract Documents of Leavenworth County, Kansas with the following exception:

In the event of any material change in or cancellation of any such policy, the company will give written notice to the Buildings and Grounds Department, Leavenworth County Courthouse, Leavenworth, Kansas 66048, 10 days prior to any such change or cancellation.

Date

Name of Insurance Company

Authorized Representative

Address

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____, as Surety, are held and firmly bound unto the County of Leavenworth, Kansas, in the full and just sum of \$ _____ for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas _____ upon this completion of a contract for the Transfer Station Tipping Floor (and has been accepted by the County of Leavenworth, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of one year beginning on the date the County so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, said _____ shall guarantee the above work for a period of one year from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

By: _____

Countersigned:

By: _____
Kansas Resident Agent

By: _____
Attorney-in-Fact

Power of Attorney attached

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

_____ of _____, hereinafter referred to as "Contractor", and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the County of Leavenworth, Kansas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars(\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be bind ourselves and our heirs, executive, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20___, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, gasoline, lubricating oils, fuel oils, greases, coal or any other supplies or materials used or consumed by such Contractor or his, their or subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROJECT: Transfer Station Tipping Floor
Leavenworth County, Kansas

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of

_____, 20____.

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)
(Attorney-in-fact)

By _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____, as Contractor, and
_____ with General Offices in County of
_____, a Corporation organized under the laws of the State of
_____, and authorized to transact business in the State of Kansas, as Surety, are held
and firmly bound unto the STATE OF KANSAS, and the County of Leavenworth, KANSAS, in
the penal sum of \$ _____ Dollars (\$ _____) Lawful money of the
United States of America, for the payment of which sum well and truly to be made, we bind
ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:
WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered
into contract with the aforesaid Owner for furnishing all tools, equipment, materials and supplies,
performing all labor and constructing public improvements described in the said Contract, all in
accordance with specifications and other contract documents on file in the office of the County
Engineer.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies,
materials or labor furnished, used or consumed in connection with or in or about the construction
or making of, the above-described improvement, including gasoline, lubricating oils, fuel oil,
greases, coal and similar items used or consumed directly in furtherance of such public
improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the Contract to the work to be performed thereunder,
or the specifications accompanying the same shall in any way affect

Project: Transfer Station Tipping Floor
County of Leavenworth, Kansas

Its obligation on this bond, and it does hereby waive notice of any such change, extension of
time alteration or addition to the terms of the contract or to the specifications. The said Surety

further agrees that any person to whom there is due any sum for labor material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be here unto affixed by its attorney-in-fact duly authorized thereunto so to do, at

_____ on this, the _____ day of _____, 20__.

Contractor

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)

By _____
Attorney-in-Fact

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

LEAVENWORTH COUNTY KANSAS
Transfer Station Tipping floor

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the "Owner" and _____

party of the second part, hereinafter termed in this agreement, "The Contractor", shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled Transfer Station Tipping Floor said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of Transfer Station Tipping Floor in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for Transfer Station Tipping Floor, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and other services necessary to construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) _____ for all the work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached. The Contractor acknowledges that the unit prices listed in the Bid Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60-1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner and will complete all work covered by this contract within 15 working days.

ARTICLE V. It is understood that the representative of Leavenworth County shall be Aaron Yoakam.

Article VI. The term "Contract Documents" means and includes the following:

- (a) Legal Notice of Invitation for Bids
- (b) Instructions and Information to Bidders
- (c) Executed Bid Form
- (d) Bid Bond
- (e) Amendments
- (f) Agreement
- (g) Payment Bond
- (h) Performance Bond

- (i) Notice of Award
- (j) Notice to Proceed
- (k) Change Orders
- (l) Additional Written Instruction and Detailed Drawings Approved by the representative.
- (m) Drawings
- (n) General Conditions
- (o) Supplemental General Conditions
- (p) Forms
- (q) Technical Provisions
- (r) Special Conditions
- (t) Leavenworth County General Contractual Provisions

VII. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Owner
County of Leavenworth, Kansas

Contractor

By: _____
Chairman County Commission

By: _____

ATTEST:

County Clerk

Leavenworth, Kansas _____, 20____.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved as to form.

County Counselor

NOTICE TO PROCEED

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, having executed the Agreement dated _____, 20____, hereby gives you written authorization to proceed with the work on _____, 20____.

In accordance with the contract, the work shall be completed in its entirety within _____ working days after the date stated in this notice.

Dated this _____ day of _____, 20____.

Owner

By

Title

COMPLETION OF WORK CERTIFICATE

Project _____

To: _____ Owner

In compliance with the Contract Documents of this Project, and on the basis of my observations and review of the Work, final inspection, and review of the Final Payment, I am satisfied that the Work has been completed according to the contract, plans, and specifications; and that the Contractor has fulfilled all of his obligations under the contract documents.

I hereby recommend that the Final Completion date of this Project be set as _____, 20____, and that the Final Payment be approved.

Date this _____ day of _____, 20_____.

Engineer

By _____

Title _____

The Final Completion date as set in this Certificate is hereby approved.

Contractor

By _____

Title _____

Approved by the Owner:

By _____

Title _____

CONTRACTOR'S AFFIDAVIT

Project _____

To: _____ Owner

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as principal contractor, or by a subcontractor or otherwise, for supplies, materials or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Dated this _____ day of _____, 20__.

Contractor

By _____

Title _____

State of Kansas)
County of Leavenworth) SS

On the _____ day of _____, 20__, before me personally appeared _____, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My Commission Expires _____, 20__.

GENERAL CONDITIONS

SCOPE: The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, the Plans herein referred to, and other drawings, and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Engineer as are necessary to make clear, and to define in greater detail, the intent of the Specifications and Plans, are each all included in this Contract and the work shall be done fully in accordance therewith.

DEFINITIONS: Whenever any word or expression, defined in this Paragraph, or pronoun used in its stead, occurs in these Contract documents, it shall have and is mutually understood to have the meaning herein given.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein.
2. "Owner" or words "Party of the First Part" shall mean The County of Leavenworth, KS.
3. "Contractor" or words "Party of the Second Part" shall mean the party entering into Contract for the performance of the work covered by this Contract and his duly authorized agents or legal representatives.
4. "Engineer" or "Engineers" shall mean the County Engineer or Engineers who have been employed by the Owner for this work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
5. "Observer" shall mean the engineering or technical observer or observers duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to him or them.
6. "Resident representative" shall mean the qualified technical representative designated by the Engineer to observe the work on a continuous basis and to be present at the site of the work when required. This term may be synonymous with "observer".
7. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.
8. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
9. "Plans" or "the plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the

Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.

10. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

12. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract, agreement of which these general conditions are a part.

VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

TITLES AND SUBHEADS: The titles or subheadings used in this Contract and on the Contract Plans and drawings and, in the Specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

COPIES OF CONTRACT: Sufficient copies of the proposal, bonds, and Contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the Contracts signed by both parties there-to. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owners copy of the executed documents.

SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS: The said Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work

shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Specifications, and Plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

SILENCE OF SPECIFICATIONS: The apparent silence of Specifications, Plans, Special Conditions and Supplemental Specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Specifications shall be made on the basis above stated.

LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's Office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above-named addresses, or depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery of mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all transportation, tools equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by him. He shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct or himself or his subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. He shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

INDEPENDENT CONTRACTOR: The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of

the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Contractor.

RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on his part, and shall, at his own expense, repair or pay for such injury or damage. Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the Engineer to the Contractor so desiring, to the extent which may be reasonably necessary.

DEFENSE OF SUITS: Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

METHOD OF OPERATION: The Contractor shall give to the Engineer full information in advance, as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer to be inadequate to insure the required quality, or rate of progress, of the work, he may inform the Owner who may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer or Owner to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, Engineer, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK: Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

AUTHORITY AND DUTY OF THE ENGINEER: It is mutually agreed by and between the partners to this Contract that the Engineer shall act as the representative of the Owner and shall observe, as required the work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall, in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he shall determine, where applicable, questions in relation to said work and the construction thereof; that he shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and finding shall be the conditions precedent to the right of the parties hereto, to arbitration or to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Engineer, within thirty (30) days his written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to arbitration as herein provided. The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of Contractor or any Subcontractor or any of his or their agents or employees, or any other person at the site or otherwise performing any of the work.

NO WAIVER OF RIGHTS: Neither the observation by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SUPERINTENDENT OF WORK: The Contractor shall provide and maintain, continually on the site of work during its progress, adequate and competent superintendence of all operations

for an in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of sub-contractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the work at all times.

PROTECTION OF PROPERTY AND PUBLIC LIABILITY: The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of himself or his employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Engineer against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not - specifically but not limited to damages due to delay in utility relocation.

INSURANCE: General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner shall be named as an additional insured and the form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that should any described policies be changed/or cancelled before the expiration date thereof, the issuing company will mail thirty (30)

days written notice to the certificate holder, except if cancellation is for Non-Payment of premium, then ten (10) days written notice will be given.

(a) Workmen's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(b) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(c) Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the foregoing paragraph entitled "Defense of Suits".

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(d) Owners and Contractors Liability. This insurance shall be written in comprehensive form and shall protect the Owner against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(e) Additional Insurance. Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

MODIFICATIONS AND ALTERATIONS: In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line grade, form, arrangement, dimensions, extent, or

plan, of the work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price or prices therefore where such unit prices are included in the Contract, otherwise such additional work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would replace or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the work as originally planned, as determined by the Engineer.

All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under authority of the Owner or by the Owner direct.

EXTRA WORK: The term "Extra Work", as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the work shown by the Contract Plans, or required or reasonably implied by the specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner, and it is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C". If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus ten percent (10%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work; (b) all materials and supplies; (c) trucks, and rentals on machinery and equipment, for the time actually employed or used in the performance of the said extra work; (d) any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said work and similar operating expenses; (e) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, workmen's compensation, and other insurance required by the Contract. The Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method "C". In the event that machinery and heavy construction equipment be required for such

extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The ten percent (10%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, and field office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any order or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and he shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of his payment to arbitration as hereinafter provided.

EXTRA WORK A PART OF CONTRACT: If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

ARBITRATION, DAMAGES AND WARRANTIES: Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

NO LIMIT OF LIABILITY: Nothing in this Agreement shall be construed to limit the Contractor's liability to the County as such liability may exist by or under operation of law.

DISCLAIMER OF LIABILITY: The County shall not hold harmless or indemnify the Contractor for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

PROVISION FOR EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond Contractor's control entitles Contractor to an increase in the Contract Price or an extension of the Contract Time,

Contractor may make a claim therefor as provided in Paragraphs entitled MODIFICATIONS AND ALTERATIONS; EXTRA WORK and EXTENSIONS OF TIME.

ASSIGNMENT AND SUBLETTING OF CONTRACT: The Contractor shall not assign or sublet the work, or any part thereof, without consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

SUSPENSION OF WORK ON NOTICE: The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by written order of the Owner or Engineer, and for such periods of time as it or he shall require; provided, that in the event

of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Owner or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

LAWS AND ORDINANCES: The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, City and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

CHARACTER OF WORKMEN: The Contractor shall employ only workmen who are competent to perform the work assigned to them, and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

SUNDAY, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 5 P.M. and 8 A.M. nor on Saturdays, Sundays or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency. No work shall be done during a regularly scheduled Board of County Commissioner's meeting.

UNFAVORABLE CONSTRUCTION CONDITIONS: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

BEGINNING, PROGRESS, AND THE TIME OF COMPLETION OF WORK: The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such

that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the sequences he proposes to follow, and giving the dates on which, he expects to start and complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

HINDRANCES AND DELAYS: In executing the Contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions.

EXTENSIONS OF TIME: The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final completion of the work by any act or delay of the Owner or Engineer, or of any employee of either, or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, or by any cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide would justify the delay, then an extension of time sufficient to compensate for such delay in the final completion of the work shall be granted by the Owner; the amount of such extension of time to be determined by Engineer; provided, however, that the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of the delay in each case.

LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the even that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, or the Owner, at its election, shall have the right to deduct from the total compensation otherwise due the Contractor, as stipulated liquidated damages and not as a penalty, an appropriate sum, fixed and agreed to in advance, in accordance to the following schedule:

<i>Contract Amount</i>	<i>Liquidated Damages</i>
\$0 to \$25,000	\$75.00/24-hour period
\$25,001 to \$50,000	\$105.00/24-hour period
\$50,001 to \$100,000	\$150.00/24-hour period
\$100,001 to \$500,000	\$300.00/24-hour period
\$500,001 to \$1,000,000	\$450.00/24-hour period
\$1,000,001 to \$2,000,000	\$600.00/24-hour period

\$2,000,001 to \$5,000,000
\$5,000,001 and up

\$1,000.00/24-hour period
\$1,500.00/24-hour period

Said sum shall be paid for each 24-hour calendar day.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

CLEAN-UP: The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

PERMITS: The Contractor shall secure all permits that may be required to construct the facilities included in this Contract. All cost in connection therewith shall be borne by the Contractor. Further, Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.

DISPOSAL OF TRASH AND DEBRIS: The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first-class condition.

DEFECTIVE WORKMANSHIP AND MATERIALS: During a period of one year, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the

Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

MONTHLY ESTIMATES: The Engineer will, at regular monthly intervals, make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner. The Engineer will submit said Estimate each month to the Contractor for his approval, and to the Owner for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump Sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

GOVERNING LAW AND VENUE: This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.

CASH BASIS LAW: This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source

AUTHORITY TO CONTRACT: Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

REPRESENTATIVE'S AUTHORITY TO CONTRACT: By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.

ADDENDUM NO. 1

Leavenworth County Transfer Station

Tipping Floor and Apron Demolition & Replacement Project

24967 136th Street
Lansing, KS 66043

Date Issued: May 22, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bid Documents dated May 5, 2026. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

CLARIFICATION TO EXISTING CONCRETE THICKNESS

Leavenworth County has completed a core sample investigation of the existing tipping floor and apron concrete pavement.

The core sample confirmed the existing concrete pavement thickness is approximately **12 inches thick**, not 8 inches as originally stated in the bid documents.

All bidders shall revise demolition, removal, disposal, and replacement quantities accordingly.

REVISED SCOPE OF WORK

Demolition and Removal

Replace the following language:

“Remove and dispose of approximately 8 inches of existing concrete paving.”

With:

“Remove and dispose of approximately 12 inches of existing concrete paving.”

Concrete Replacement

Replace the following language:

“This scope of work covers the removal and replacement of 8-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application.”

With:

“This scope of work covers the removal and replacement of 12-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application.”

REVISED QUANTITY INFORMATION

Estimated project area remains:

- Under roof structure: 63' x 60'
- Outside structure: 63' x 15'
- Total estimated area: 4,725 square feet (to be field verified)

Revised Estimated Concrete Quantity

Based on 12-inch pavement thickness:

- Approximate concrete volume: **175 cubic yards**
(Bidders shall verify all quantities independently.)

REINFORCEMENT REQUIREMENTS

No change to reinforcement requirements unless otherwise noted in future addenda.

- #4 rebar at 12 inches on center each way
- Top reinforcement bar to maintain 2.5-inch clearance from top of pavement

ALL OTHER TERMS AND CONDITIONS

All other terms, conditions, specifications, and requirements of the original bid documents shall remain unchanged.

END OF ADDENDUM NO. 1



AIA[®]

Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status, and address)

Linaweaver Construction, Inc
719 E Gilman Road
Lansing, KS 66043

SURETY:

(Name, legal status, and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

County of Leavenworth, Kansas
24967 136th St
Lansing, KS 66043

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Transfer Station Tipping Floor

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 2nd day of June

, 2026

[Signature]
(Witness)

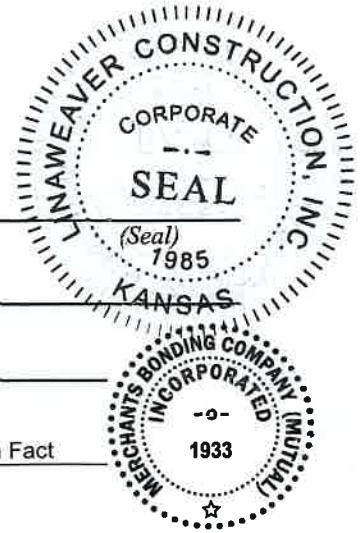
[Signature]
(Witness)

[Signature]
(Principal)

VICE PRESIDENT
(Title)

[Signature]
(Surety)

Luke Lambert, Attorney in Fact
(Title)



Init.

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User Notes:

(877099080)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Blake Marnholtz; Julie Messbarger; Kacee McCrorey; Kathryn E Johnson; Luke Lambert; Rodney S Demaree

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026.

**MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY**



By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of June, 2026.



Elisabeth Sandersfeld
Secretary

ADDENDUM NO. 1

Leavenworth County Transfer Station

Tipping Floor and Apron Demolition & Replacement Project

24967 136th Street
Lansing, KS 66043

Date Issued: May 22, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bid Documents dated May 5, 2026. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

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“Remove and dispose of approximately 8 inches of existing concrete paving.”

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“This scope of work covers the removal and replacement of 8-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application.”

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“This scope of work covers the removal and replacement of 12-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application.”


5/22/2026

REVISED QUANTITY INFORMATION

Estimated project area remains:

- Under roof structure: 63' x 60'
- Outside structure: 63' x 15'
- Total estimated area: 4,725 square feet (to be field verified)

Revised Estimated Concrete Quantity

Based on 12-inch pavement thickness:

- Approximate concrete volume: **175 cubic yards**
(Bidders shall verify all quantities independently.)

REINFORCEMENT REQUIREMENTS

No change to reinforcement requirements unless otherwise noted in future addenda.

- #4 rebar at 12 inches on center each way
- Top reinforcement bar to maintain 2.5-inch clearance from top of pavement

ALL OTHER TERMS AND CONDITIONS

All other terms, conditions, specifications, and requirements of the original bid documents shall remain unchanged.

END OF ADDENDUM NO. 1



STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
INFORMATION REPORT

Business ID: 920629
Business Name: LINAWEAVER CONSTRUCTION, INC.
Reporting Year: 2025

Principal Office Address

719 E GILMAN ROAD
Lansing, KS 66043 USA

Name and address of each officer of corporation

PRESIDENT - MARK LINAWEAVER 24583 147TH STREET Leavenworth, KS 66048 USA
VICE PRESIDENT - MARCUS LINAWEAVER 24563 147TH STREET Leavenworth, KS 66048 USA
SECRETARY/TREASURER - LISA LINAWEAVER 24583 147TH STREET Leavenworth, KS 66048 USA

Name and address of each director of corporation.

MARK LINAWEAVER 24583 147TH STREET Leavenworth, KS 66048 USA
LISA LINAWEAVER 24583 147TH STREET Leavenworth, KS 66048 USA

Nature and Kind of Business

To engage in any lawful act or activity for which corporations may be organized under the Kansas general corporation code.

Does this corporation hold more than 50% equity ownership in any other business that is filed with the Kansas Secretary of State?

No

Does this corporation own or lease land in Kansas that is suitable for use in agriculture?

No

Signatures

Signature of Authorized Person LISA LINAWEAVER

Title of Signer SECRETARY

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 920629

Business Name: LINAWEAVER CONSTRUCTION, INC.

Type: Domestic For-Profit Corporation

Jurisdiction: Kansas

was filed in this office on April 26, 1985, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day January 29, 2026.

A handwritten signature in cursive script that reads "Scott Schwab".

SCOTT SCHWAB
KANSAS SECRETARY OF STATE



LINAWEAVER
CONSTRUCTION, INC.

719 E Gilman Rd
Lansing, KS
913-351-3474
www.linaweaver.com

Linaweaver Construction, Inc. has the ability to mobilize and commence work at any agreed upon time following issuance of the Notice to Proceed (NTP), contingent upon timely contract execution, approval of bonds and insurance, permit issuance, and completion of required submittals.

**Transfer Station Tipping Floor
24967 136th Street, Lansing KS 66043**

COUNTY OF LEAVENWORTH

**SCOPE OF WORK,
CONTRACT DOCUMENTS AND
SPECIFICATIONS**

Firm Name: LEAVENWORTH CONSTRUCTION, INC.

Address: 719 E GELMAN RD

LANSING, KANSAS 66043

Telephone: 913-351-3474

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NOTICE TO CONTRACTORS

Sealed proposals will be received from Bidders by the County of Leavenworth, hereinafter referred to as the Owner, at the Leavenworth County Clerk, Courthouse, 300 Walnut, Leavenworth, KS 66048 until 10:00 A.M., June 2, 2026 for the furnishing of all material and labor necessary to construct improvements for the Transfer station Tipping floor. Bids will be opened and publicly read at 10:00 A.M., June 2, 2026. Contractors will be notified of the results within 10 days after the date set above for the bids to be opened. A Pre-Bid meeting will be held May 18, 2026 at the Transfer Station at 10:00 am. The Contract shall be awarded to the lowest responsible bidder, but the County of Leavenworth reserves the right to reject any or all bids and to waive informalities or irregularities in bids. Each bid shall be made on a printed proposal form included with these documents. Bids shall be submitted in sealed envelopes and shall be marked Transfer Station Tipping floor. All proposal forms shall be properly executed by an officer of the firm making such proposal.

Bids received after the time and date above specified shall be returned, unopened, to the Bidder.

Each bidder shall file with his bid a bid bond, cashier's check or a certified check drawn on an acceptable bank, in an amount of not less than five percent (5%) of the total amount of his bid.

If you have any questions over the Plans, Specifications, and Contract Documents please contact Aaron Yoakam, Director of Buildings and Grounds at (913) 684-0468.

Prepared By:

County of Leavenworth:

Aaron Yoakam
Director of Buildings and Grounds

Chairman, County Commission

ATTEST:

County Clerk

SCOPE OF WORK

LEAVENWORTH COUNTY, KANSAS

BID SPECIFICATIONS

Transfer Station Tipping floor

Location: **24967 136th Street, Lansing KS 66043**

1. Project Description

Leavenworth County is requesting bids for the **demolition and replacement of the existing tipping floor and apron at the Transfer Station** located at **24967 136th Street, Lansing KS 66043**. The project includes removal of existing tipping floor and apron.

This scope of work covers the removal and replacement of 8-inch concrete paving using 5000 PSI high-early-strength concrete with Intraseal application. Work must be sequenced to allow start on Thursday, concrete placement on Friday, and opening to traffic/business on Tuesday.

Site Conditions - 63' x 60' under roof structure - 63' x 15' outside of structure - Total area: 4,725 square feet estimated and need to be field verified

2. General Requirements

- All work shall comply with:
 - KDOT Standard Specifications for State Road and Bridge Construction, current edition and applicable special provisions
 - All work shall conform Sections 403 and 502 of the 2015 KDOT Standard Specifications.
 - Applicable local, state, and federal codes
- Contractor shall coordinate all work with the Leavenworth County Representative Director of Buildings and Grounds prior to mobilization.

3. Demolition and Removal.

- Sawcut perimeter of existing pavement to create clean, straight edges
- .Remove and dispose of approximately 8 inches of existing concrete paving.
- Excavate and clean subgrade to prepare for new concrete placement.
- Provide dust control and always maintain a clean jobsite.

4. Subgrade Preparation

- Ensure subgrade is compacted and stable prior to forming.

5. Forming and Reinforcement.

- Install forms to required lines and grades.
- Place reinforcing steel #4 rebar at 12 inches on center each way (1' O.C. EW). Top reinforcement bar shall be 2.5" clearance from top of pavement.
- Secure reinforcement and utilize standard chairs to maintain proper spacing and elevation during pour.

6. Concrete Placement / Jointing

- Supply and place 5000 PSI high-early-strength concrete.
- Consolidate concrete using mechanical vibration to eliminate voids.
- Finish surface to match existing pavement texture and slope.
- Apply Intraseal per manufacturer's specifications
- Sawcut control joints at 10-foot spacing (10' O.C.) after initial set joint depth shall be D/4
- Clean and seal joints with approved joint sealant

7. Curing and Protection

- Protect concrete from premature drying, traffic, and weather.
- Maintain curing conditions per high-early-strength concrete requirements.
- Ensure concrete reaches required strength for opening on Tuesday. (cylinder break testing to ensure concrete specifications)

8. Schedule Requirements

- Thursday: Mobilize, sawcut, remove existing concrete, prep subgrade, install forms and rebar.
- Friday: Place and finish concrete; apply Intraseal; sawcut joints.

- Saturday–Sunday: Cure and protect concrete; no traffic allowed.
- Cylinder break testing
- Tuesday: Open pavement to business operations after confirming adequate strength.

9. Warranty

- Contractor shall provide a **minimum one (1) year warranty** or a Maintenance Bond on workmanship and materials.

10. Bid Structure

Bidders shall submit a **lump sum base bid** and the following **unit price alternates**. Unit prices shall include all labor, materials, equipment, disposal, traffic control, and incidentals.

Unit Price

Item	Description	Unit	Unit Price
A	Mobilization	Lump Sum (LS)	\$ <u>2,500.00</u>
B	Demolition, Removal, Replacement	Lump Sum (LS)	\$ <u>65,000.00</u>
D	Destructive Strength Testing	Lump Sum (LS)	\$ <u>2,500.00</u>
		Total	Total Price
			\$ <u>70,000.00</u>
	Concrete Per Yard price		\$ <u>500.00</u>
	Used for additional work only		

Unit prices may be used for additional work as authorized by Leavenworth County.

Schedule and Qualifications

- Bid shall include anticipated window to begin. The notification of closure will be issued By Leavenworth County and work with selected contractor to find window to complete work in scheduled and proposed fashion
- Contractor shall provide proof of insurance and appropriate Kansas licensing.
- Leavenworth County reserves the right to accept the Base Bid or Add pavement or any combination thereof, based on available funding, operational needs of the Transfer Station facility, and long-term maintenance and life-cycle cost considerations. The County may reject any or all bids and waive informalities as permitted by law.

INSTRUCTION TO BIDDERS

1. PROPOSAL

All proposals shall be made on the forms provided in this bound volume of Contract documents. Each proposal must be enclosed in a sealed envelope plainly marked "Transfer Station Tipping floor". All proposals shall be addressed to "County Clerk", County of Leavenworth, 300 Walnut St., Suite 106, Leavenworth, Kansas, Attention: "B&G Superintendent". All proposals shall be made and received with the expressed understanding that the bidder accepts the terms and conditions contained in these instructions and in all documents included in the Specifications and Contract Documents.

2. PROPOSAL GUARANTEE

Each bid shall be accompanied by a certified check, cashier's check, or Bid Bond drawn on an acceptable Bank, made payable, without condition, to the County of Leavenworth, Kansas, in an amount of not less than five percent (5%) of the total bid. The amount of said check may be retained by and forfeited to the County of Leavenworth as liquidated damages if such proposal is accepted and the contract awarded, and the bidder fails to enter into a contract in the form prescribed, with the required maintenance, performance and statutory bond, within ten (10) days after such award is made by the County of Leavenworth. Bid checks will be returned to unsuccessful bidders at such time as their bids have been rejected and to the successful bidder upon receipt of statutory maintenance, performance and statutory bond, in an amount equal to 100 percent of the contract.

3. TAXES

The County shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

It is the intent of the County to supply the Contractor with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on the project. The Contractor shall, in preparing this proposal, omit from his computed costs all appropriate Sales and Compensating Taxes.

The Contractor, subcontractor or repairmen must furnish all suppliers with a copy of the properly executed exemption certificate secured for this project. Contractor may reproduce as many copies of the certificate as needed.

Upon completion of this project, the Contractor shall furnish to the County Clerk a sworn statement, on a form to be provided by the Director of Taxation of the State of Kansas, that all purchases made using the sales tax exemption certificate were entitled to exemption under K.S.A. 79-3606 as amended. The sworn statement shall be supplied before approval for final payment on the Contract is given. Copies of all invoices associated with this project, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the County.

All such invoices will be held by the County for a period of not less than five (5) years and shall be subject to audit by the Director of Taxation of the State of Kansas.

4. TIME OF COMPLETION

Construction shall be completed by or before September 18, 2026.

5. WITHDRAWAL OF BID

No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of said proposals.

A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

6. ACCEPTANCE AND REJECTION OF BIDS

The County of Leavenworth reserves the right to accept the bid which, in its judgment, is the best bid for the work covered by the proposal, and to award the bid, or to reject any or all bids for any reason and to waive irregularities and informalities in any bid submitted.

7. BONDS

The Contractor to whom the work is awarded will be required to furnish a Maintenance Bond, a Performance Bond and a Statutory Bond in the form hereinafter stipulated in any amount equal to 100 percent of the amount specified in the contract for the protection of all persons supplying labor, materials, equipment, and supplies to the contractor or its subcontractor. Said payment bond shall comply with the requirements of K.S.A. 60-1111, as amended, and shall be filed with the Clerk of the Leavenworth County. With each bond there shall be filed with the County one copy of "Power of Attorney" certified to include the date of the bonds.

All bonds required by this Project Manual shall contain all terms and conditions contained in the provided bond forms and shall be executed by a surety company authorized to do business in the State of Kansas and countersigned by an agent licensed by Leavenworth County. The attorney in fact who signs bonds must file with each bond a certified and effective dated copy of their power of attorney

8. INSURANCE

The Contractor shall secure and maintain, throughout the duration of the contract, insurance of such types and in such amounts as may be necessary to protect himself and the County of Leavenworth from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them

may be liable. The County shall be identified as an additional insured or provided with an owner's protective policy written on an occurrence basis on coverage set for claims under workman's compensation disability benefit and other similar employee benefits; claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The Contractor shall take out and furnish to the County of Leavenworth and maintain during the life of his contract insurance in the minimum amounts as specified below. The Contractor shall also offer to the County evidence of said insurance coverage for the Contractor. Failure of the Contractor to maintain adequate coverage shall not relieve him or any contractual responsibility or obligation.

- | | |
|-------------------------------|--|
| 1. "Owners and Contractors" | General Liability –
\$1,000,000.00 Combined
Single Limit (CSL) |
| 2. "Workers Compensation" | Each Accident \$500,000;
Disease Policy Limit \$500,000;
Disease – Each Employee
\$500,000 |
| 3. "Comprehensive Automobile" | \$1,000,000.00 (CSL) – to cover
Liability all owned, non-owned and
hired vehicles, including the
loading & unloading. |
| 4. "Comprehensive General" | \$1,000,000.00 (CSL) – this Liability covers
only the contractor, not the same policy as #1. |
| 5. "Performance Bond" | 100 percent of the contract, intact
throughout the life of the contract. |
| 6. "Materials and Labor" | 100 percent of the contract, intact
throughout the life of the life of |

All subcontractors shall have the same minimum coverage.

All policies shall be on a "per occurrence" basis.

Satisfactory certificates of insurance shall be submitted to the County prior to execution of the contract documents, and the form, limits and duration of said policies shall be subject to the approval of the County.

All policies and bonds shall be written by companies authorized to do business in the State of Kansas.

9. BID PREFERENCE

Existing State Law (K.S.A. 75-3740a) requires that to the extent permitted by federal law and regulations the County, when letting contracts for bids, must require a successful bidder-contractor domiciled outside the State of Kansas to submit a bid the same percent less than the lowest bid submitted by a responsible Kansas Contractor as would be required of such Kansas domiciled Contractor to succeed over the bidding Contractor domiciled outside Kansas on a like contract let in the foreign bidder's domiciliary state. All bids are received on this condition and if it is determined by the County that the apparent lowest and best bidder is a foreign domiciled Contractor who has failed to comply with this state requirement, such bid shall be rejected.

10. NON-DISCRIMINATION

Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

11. COMPETENCE OF BIDDER

Before award of the Contract the successful bidder will be required to satisfy the Board of County Commissioners as to his experience and competence to construct the work, and as to his integrity and reliability to carry the provision of his Performance Bond, and as to his resources for its vigorous prosecution.

12. EXAMINATION OF PROPOSED WORK

Each bidder must examine for himself the location of the proposed work and conditions affecting the work. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of the any part of the Specifications or Contract Documents, he may submit to the Engineer a written request, not less than 72 hours prior to the time of bid opening, for an interpretation thereof. Any interpretation of the documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The owner or Director will not be responsible for any interpretations of the documents.

13. BID MATERIALS AND PROPOSAL DISCREPANCY

The Bidder shall base his bid on materials and equipment complying fully with the Specifications and Contract Documents, and in the event the bid specifies materials or equipment which do not so conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

In case of discrepancy between the Gross Sum shown in the Proposal and that obtained by adding the products of the quantities of work and the Unit Prices, Bidder agrees that the Unit Prices shall govern, and any errors found in said products and Gross Sum may be corrected by the Owner.

**Transfer Station Tipping Floor
LEAVENWORTH COUNTY, KANSAS**

PROPOSAL FORM

The undersigned Bidder hereby proposes to furnish all materials, supplies, tools, equipment, and plant, perform all necessary labor and construct, install, and complete all work stipulated in, required by and in conformity with the proposed Contract Documents hereto attached, and other documents referred to therein, and any and addenda thereto, and the plans for and in consideration of prices as follows:

UNIT PRICES: A unit price is an amount proposed by Bidders and stated within this section as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. Unit prices include all necessary material, labor, overhead, profit, and applicable taxes.

In the event that additions to, or deductions from the work covered by the Contract are required, the undersigned hereby proposes and agrees that the following Unit Prices will prevail for such additions or deductions. It should be understood, however, that the Owner can reject any or all such Unit Prices at the time of acceptance of the Bid.

Item	Description	Unit	Unit Price
A	Mobilization	Lump Sum (LS)	<u>\$ 2,500.00</u>
B	Demolition, Removal, Replacement	Lump Sum (LS)	<u>\$ 65,400.00</u>
D	Destructive Strength Testing	Lump Sum (LS)	<u>\$ 2,500.00</u>
		Total	Total Price
			<u>\$ 70,000.00</u>
	Concrete Per Yard price		<u>\$ 500.00</u>

Used for additional work only

1. In submitting this bid, the undersigned declares that the price submitted is independently arrived at without collusion
2. The undersigned further declares that he has carefully examined the Plans, Specifications, Form of Contract and Special Conditions, and that he has inspected the actual location of the work, together with the local sources of supply, and satisfied himself as to all quantities, and understands that in signing this Proposal he waives all rights to plead any misunderstandings regarding the same.
3. The undersigned hereby agrees to furnish the required bonds and execute a Contract within ten (10) calendar days from and after notice of award of the Contract, and failure of the bidder to do so shall constitute a default and breach of Contract and the County may thereafter declare the Contract void. The undersigned further agrees to begin work within ten (10) calendar days of the date stated in the Notice to Proceed.
4. The undersigned hereby agrees to complete all Work and to fully complete the Project within Ninety (90) days from the date specified in the Notice to Proceed.
5. The undersigned acknowledges receipt of the following Amendment(s): 1-5/22/2026
6. Enclosed is a (certified check), (cashier's check), or (bid bond) in the amount of FIVE PERCENT OF BID Dollars (\$ 5% OF BID) which the undersigned agrees will be forfeited to and become the property of the County of Leavenworth Kansas, as liquidated damages should this Proposal be accepted and the Contract be awarded to this bidder and he should fail to enter into a Contract in the form prescribed and to furnish the required bonds with ten (10) calendar days as above stipulated, otherwise the Proposal guarantees shall be returned to the undersigned upon signing of the Contract and delivery of the approved bonds to said County of Leavenworth, Kansas.

DATED in LANSENG, KANSAS this 2ND day of JUNE, 20 26.

Signature of Bidder: LINWEAVER CONSTRUCTION, INC.
Contractor

By: [Signature]

VICE PRESIDENT
Title

719 E German Rd, Lansing, KS 66043
Address of Contractor

913-351-3474
Telephone Number



NOTICE OF AWARD

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, considered your Bid submitted on _____ for the above Project.

You are hereby notified that your Bid has been accepted in the amount of _____ for items _____.

You are required by the Notice and Instructions to Bidders to execute the Agreement with the undersigned Owner, and to furnish Certificate of Non-Discrimination, Certificates of Insurance, and the required maintenance, performance and statutory bonds, in the sum of one hundred percent (100%) of the proposal amount within ten (10) days after such award is made by the County of Leavenworth.

If you fail to execute said Agreement and to furnish said bonds in the sum of one hundred percent (100%) of the proposal amount within ten days from the date of this Notice, said Owner will be entitled to consider your Bid as abandoned, your bid security may be retained as liquidated damages, and will be entitled to award the work covered by your Bid to another or to re advertise the work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 20__.

Owner

By _____

Title _____

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1031, as amended, including Subsection (a), paragraphs (1) through (5) inclusively of Section 1030, which reads as follows:

- (1) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or a similar phrase to be approved by the commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- (5) The contractor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate acknowledges inclusion of the same in the base contract before signing thereof and acceptance of the terms of this certificate.

TRANSFER STATION TAPPAN FLOOR
Project

LEWISWEAVER CONSTRUCTION, INC.
(Name of Contractor)

6/2/2026
Date
CORPORATE SEAL

By [Signature]

VICE PRESIDENT
(Official Title of Signer)



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____, as Surety, are held and firmly bound unto the County of Leavenworth, Kansas, in the full and just sum of \$ _____ for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas _____ upon this completion of a contract for the Transfer Station Tipping Floor (and has been accepted by the County of Leavenworth, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of one year beginning on the date the County so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, said _____ shall guarantee the above work for a period of one year from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Countersigned: By: _____
By: _____ Kansas Resident Agent Attorney-in-Fact

Power of Attorney attached

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned:

_____ of _____, hereinafter referred to as "Contractor", and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the County of Leavenworth, Kansas, hereinafter referred to as "Owner", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be bind ourselves and our heirs, executive, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounded Contractor has, on the _____ day of _____, 20___, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendence and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition, and part of said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, gasoline, lubricating oils, fuel oils, greases, coal or any other supplies or materials used or consumed by such Contractor or his, their or subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROJECT: Transfer Station Tipping Floor
Leavenworth County, Kansas

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the _____ day of

_____, 20____.

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)
(Attorney-in-fact)

By _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____, as Contractor, and
_____ with General Offices in County of
_____, a Corporation organized under the laws of the State of
_____, and authorized to transact business in the State of Kansas, as Surety, are held
and firmly bound unto the STATE OF KANSAS, and the County of Leavenworth, KANSAS, in
the penal sum of \$ _____ Dollars (\$ _____) Lawful money of the
United States of America, for the payment of which sum well and truly to be made, we bind
ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the _____ day of _____, 20____, entered
into contract with the aforesaid Owner for furnishing all tools, equipment, materials and supplies,
performing all labor and constructing public improvements described in the said Contract, all in
accordance with specifications and other contract documents on file in the office of the County
Engineer.

NOW, THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies,
materials or labor furnished, used or consumed in connection with or in or about the construction
or making of, the above-described improvement, including gasoline, lubricating oils, fuel oil,
greases, coal and similar items used or consumed directly in furtherance of such public
improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of the Contract to the work to be performed thereunder,
or the specifications accompanying the same shall in any way affect

Project: Transfer Station Tipping Floor
County of Leavenworth, Kansas

Its obligation on this bond, and it does hereby waive notice of any such change, extension of
time alteration or addition to the terms of the contract or to the specifications. The said Surety

further agrees that any person to whom there is due any sum for labor material furnished, as hereinbefore stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be here unto affixed by its attorney-in-fact duly authorized thereunto so to do, at

on this, the _____ day of _____, 20__.

Contractor

By _____ (SEAL)

(Official Title)

SURETY COMPANY

By _____ (SEAL)

By _____
Attorney-in-Fact

By _____
(Kansas Agent)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

LEAVENWORTH COUNTY KANSAS
Transfer Station Tipping floor

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__ by and between the County of Leavenworth, Kansas, as partly of the first part, and hereinafter termed the "Owner" and _____

party of the second part, hereinafter termed in this agreement, "The Contractor", shall furnish all labor and materials, equipment and related services to perform and complete the construction work as described by the plans and specifications entitled Transfer Station Tipping Floor said drawings and specifications are incorporated herein by reference and made a part hereof.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of Transfer Station Tipping Floor in accordance with the terms of this contract, and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the Lowest and best bidder for Transfer Station Tipping Floor, and has duly awarded to the said Contractor a contract therefore for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties of these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors. And assigns, or its, his or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and other services necessary to construct and complete in good first class and workmanlike manner, the work as designated, described and required by the Plans, Specifications, and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file with the County Engineer of Leavenworth County, Kansas, all of which contract documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision and of the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) _____ for all the work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached. The Contractor acknowledges that the unit prices listed in the Bid Form contemplate the construction of all facilities complete, in conformance with the Contract Documents, and that the cost of work required by the Contract Documents for which a specific unit price is not listed is included in the unit price for the closest applicable item.

ARTICLE III. That the Contractor shall furnish to the Owner a satisfactory bond to the State of Kansas and the County of Leavenworth, Kansas, as required by K.S.A. 60-1111 as amended, a performance bond in the Contract amount, and a maintenance bond guaranteeing maintenance of the improvements for a period of one year from the Owner's acceptance of the work, all in forms approved by the Owner, which shall be attached hereto and are incorporated herein by reference.

ARTICLE IV. That the Contractor will commence work within ten (10) calendar days from and after notice to proceed from the Owner and will complete all work covered by this contract within 15 working days.

ARTICLE V. It is understood that the representative of Leavenworth County shall be Aaron Yoakam.

Article VI. The term "Contract Documents" means and includes the following:

- (a) Legal Notice of Invitation for Bids
- (b) Instructions and Information to Bidders
- (c) Executed Bid Form
- (d) Bid Bond
- (e) Amendments
- (f) Agreement
- (g) Payment Bond
- (h) Performance Bond

- (i) Notice of Award
- (j) Notice to Proceed
- (k) Change Orders
- (l) Additional Written Instruction and Detailed Drawings Approved by the representative.
- (m) Drawings
- (n) General Conditions
- (o) Supplemental General Conditions
- (p) Forms
- (q) Technical Provisions
- (r) Special Conditions
- (t) Leavenworth County General Contractual Provisions

VII. This Agreement shall be binding upon all parties hereto and their representative heirs, executor, administrators, successors, and assigns.

IN WITNESS WHEREOF, the County of Leavenworth, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

Owner
County of Leavenworth, Kansas

Contractor

By: _____
Chairman County Commission

By: _____

ATTEST:

County Clerk

Leavenworth, Kansas _____, 20____.

The foregoing contract and the attached bonds are in due form, according to law, and are hereby approved as to form.

County Counselor

NOTICE TO PROCEED

Project _____

To: _____ Contractor

The Owner, represented by the undersigned, having executed the Agreement dated _____, 20____, hereby gives you written authorization to proceed with the work on _____, 20____.

In accordance with the contract, the work shall be completed in its entirety within _____ working days after the date stated in this notice.

Dated this _____ day of _____, 20____.

Owner

By

Title

COMPLETION OF WORK CERTIFICATE

Project _____

To: _____ Owner

In compliance with the Contract Documents of this Project, and on the basis of my observations and review of the Work, final inspection, and review of the Final Payment, I am satisfied that the Work has been completed according to the contract, plans, and specifications; and that the Contractor has fulfilled all of his obligations under the contract documents.

I hereby recommend that the Final Completion date of this Project be set as _____, 20____, and that the Final Payment be approved.

Date this _____ day of _____, 20_____.

Engineer

By _____

Title _____

The Final Completion date as set in this Certificate is hereby approved.

Contractor

By _____

Title _____

Approved by the Owner:

By _____

Title _____

CONTRACTOR'S AFFIDAVIT

Project _____

To: _____ Owner

The Contractor, represented by the undersigned, hereby declares that all indebtedness, whether incurred by me as principal contractor, or by a subcontractor or otherwise, for supplies, materials or labor furnished, used, or consumed in connection with or in or about the construction of the above mentioned Project, including gasoline, lubricating oils, fuel oils, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the Owner has been paid in full for all loss, cost damage or expense which it has been held responsible for by reason of any negligence, defective condition, default, failure or miscarriage in the performance of said contract, either by me as principal contractor or by a subcontractor, or otherwise.

Dated this _____ day of _____, 20__.

Contractor

By _____

Title _____

State of Kansas)
County of Leavenworth) SS

On the _____ day of _____, 20__, before me personally appeared _____, known by me to represent the Contractor on the above Project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My Commission Expires _____, 20__.

GENERAL CONDITIONS

SCOPE: The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

CONTRACT DOCUMENTS: It is expressly understood and agreed that the bound volume of Contract Documents, the Plans herein referred to, and other drawings, and data which may be furnished by the Contractor and approved by the Owner, and such other additional drawings which may be furnished by the Engineer as are necessary to make clear, and to define in greater detail, the intent of the Specifications and Plans, are each all included in this Contract and the work shall be done fully in accordance therewith.

DEFINITIONS: Whenever any word or expression, defined in this Paragraph, or pronoun used in its stead, occurs in these Contract documents, it shall have and is mutually understood to have the meaning herein given.

1. "Contract" or "Contract Documents" shall include all of the documents and plans enumerated herein.
2. "Owner" or words "Party of the First Part" shall mean The County of Leavenworth, KS.
3. "Contractor" or words "Party of the Second Part" shall mean the party entering into Contract for the performance of the work covered by this Contract and his duly authorized agents or legal representatives.
4. "Engineer" or "Engineers" shall mean the County Engineer or Engineers who have been employed by the Owner for this work or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
5. "Observer" shall mean the engineering or technical observer or observers duly authorized by the Engineer or the Owner, limited to the particular duties entrusted to him or them.
6. "Resident representative" shall mean the qualified technical representative designated by the Engineer to observe the work on a continuous basis and to be present at the site of the work when required. This term may be synonymous with "observer".
7. "Date of Signing the Contract" or words equivalent thereto, shall mean the date upon which the Contract, executed by the Contractor, is signed by the Owner.
8. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
9. "Plans" or "the plans" shall mean and include all drawings which may have been prepared by the Owner as a basis for proposals, all drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, if and when approved by the

Engineer, and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.

10. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

11. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

12. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract, agreement of which these general conditions are a part.

VERBAL STATEMENTS NOT BINDING: It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

TITLES AND SUBHEADS: The titles or subheadings used in this Contract and on the Contract Plans and drawings and, in the Specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

COPIES OF CONTRACT: Sufficient copies of the proposal, bonds, and Contract agreement shall be prepared, each containing an exact copy of the Contractor's proposal as submitted, the bond properly executed, and the Contracts signed by both parties there-to. These executed counterparts of the Contract Documents are to be filed with the Owner, Contractor, Engineer, and the Surety Company executing the bond. The original proposal submitted by the Contractor will be retained by the Owner, in addition to the copy thereof in the Owners copy of the executed documents.

SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS: The said Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs of the Engineer.

Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work

shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Specifications, and Plans.

The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirements will be paid for as extra work as provided for herein.

SILENCE OF SPECIFICATIONS: The apparent silence of Specifications, Plans, Special Conditions and Supplemental Specifications as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of these Specifications shall be made on the basis above stated.

LEGAL ADDRESS OF CONTRACTOR: Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's Office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above-named addresses, or depositing in any mail box regularly maintained by the Post Office, of any notice, letter, or other communication so addressed to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery of mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

RESPONSIBILITY OF CONTRACTOR: The Contractor shall furnish all transportation, tools equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. He shall cover and protect his work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by him. He shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct or himself or his subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. He shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

INDEPENDENT CONTRACTOR: The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of

the County and that no right of the County's civil service, retirement, or personnel rules accrue to such persons. The County shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the County to the Contractor.

RELATIONS WITH OTHER CONTRACTORS: The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall be responsible for any injury or damage that may be sustained by other contractors or employees of the Owner, because of any fault or negligence on his part, and shall, at his own expense, repair or pay for such injury or damage. Any difference or conflict, which may arise between the Contractor and other contractors, or between the Contractor and the workmen of the Owner, in regard to their work, shall be adjusted and determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time.

When two or more contracts are being executed at one time in such manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner.

When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, materials, or appliances required for the execution of another contract, such privileges of access or any other responsible privilege may be granted by the Engineer to the Contractor so desiring, to the extent which may be reasonably necessary.

DEFENSE OF SUITS: Contractor shall indemnify, defend, and hold the County harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

METHOD OF OPERATION: The Contractor shall give to the Engineer full information in advance, as to his plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of his methods of executing the work, appear to the Engineer to be inadequate to insure the required quality, or rate of progress, of the work, he may inform the Owner who may order the Contractor to increase or improve his facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Engineer or Owner to issue such orders shall relieve the Contractor from his obligation to secure the degree of safety, the quality of work, and the rate of progress required by the Contract. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his plant, equipment and methods.

The approval by the Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such approval shall not be considered as an assumption by the Owner, Engineer, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean, that the Engineer has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK: Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner will assume no responsibility therefore.

AUTHORITY AND DUTY OF THE ENGINEER: It is mutually agreed by and between the partners to this Contract that the Engineer shall act as the representative of the Owner and shall observe, as required the work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer shall, in good faith and to the best of his ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that he shall determine, where applicable, questions in relation to said work and the construction thereof; that he shall, where applicable, decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that his decisions and finding shall be the conditions precedent to the right of the parties hereto, to arbitration or to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Engineer, within thirty (30) days his written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question so raised to arbitration as herein provided. The Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of Contractor or any Subcontractor or any of his or their agents or employees, or any other person at the site or otherwise performing any of the work.

NO WAIVER OF RIGHTS: Neither the observation by the Owner or any of the Owner's officials, employees, or agents, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

SUPERINTENDENT OF WORK: The Contractor shall provide and maintain, continually on the site of work during its progress, adequate and competent superintendence of all operations

for an in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative.

The superintendent, or other representative of the Contractor on the work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of sub-contractors on portions of the work shall not relieve the Contractor of his obligation to have a competent superintendent on the work at all times.

PROTECTION OF PROPERTY AND PUBLIC LIABILITY: The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of men or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of himself or his employees.

The Contractor shall indemnify, defend, and save harmless the Owner and the Engineer against all damages or alleged damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of his operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the Owner.

The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities.

All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor.

The Contractor shall satisfactorily shore, support, and protect any and all structures and all pipes, sewers, drains, conduits and other facilities, belonging to the owners of the utility involved, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the plans or not - specifically but not limited to damages due to delay in utility relocation.

INSURANCE: General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. The Owner shall be named as an additional insured and the form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner, but regardless of such approval it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that should any described policies be changed/or cancelled before the expiration date thereof, the issuing company will mail thirty (30)

days written notice to the certificate holder, except if cancellation is for Non-Payment of premium, then ten (10) days written notice will be given.

(a) Workmen's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(b) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(c) Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the foregoing paragraph entitled "Defense of Suits".

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(d) Owners and Contractors Liability. This insurance shall be written in comprehensive form and shall protect the Owner against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors.

The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions.

(e) Additional Insurance. Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

MODIFICATIONS AND ALTERATIONS: In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line grade, form, arrangement, dimensions, extent, or

plan, of the work agreed to be done, or any part thereof, or in the materials to be used therein, either before or after the beginning of the construction thereof, without affecting the validity of the Contract and the performance bond thereunder.

Where such modifications, changes, and/or alterations reduce the quantity of work to be done, they shall not constitute a basis for a claim for damages for anticipated profits on the work involved in such reduction. Where the amount of work required by the modifications, changes, and/or alterations increase the quantity of work to be performed, and is within the scope of the Specifications under a fair interpretation thereof, such increase shall be paid for, according to the quantity of work actually done, at the unit price or prices therefore where such unit prices are included in the Contract, otherwise such additional work shall be paid for as hereinafter provided for Extra Work.

In case the Owner shall make any modifications, changes, or alterations which would replace or otherwise make useless any work already done under the terms of the Contract, the Owner shall reimburse the Contractor for any material used or labor performed in connection therewith, and for any actual loss occasioned thereby due to actual expenses incurred in preparation for the work as originally planned, as determined by the Engineer.

All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer under authority of the Owner or by the Owner direct.

EXTRA WORK: The term "Extra Work", as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer or Owner to be performed by the Contractor to accomplish any change or alteration in, or addition to, the work shown by the Contract Plans, or required or reasonably implied by the specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations."

It is agreed that the Contractor shall perform all extra work under the direction of the Engineer, when and as so ordered in writing by the Engineer or Owner, and it is further agreed that the compensation to be paid the Contractor for performing extra work shall be determined by one or more of the following methods:

Method "A" by agreed unit prices, or

Method "B" by agreed lump sum; or

Method "C". If neither Method "A" nor "B" be agreed upon before the extra work is started, then the Contractor shall be paid the actual field cost of the work plus ten percent (10%).

Where extra work is performed under Method "C", the term "actual field cost" of such extra work is hereby defined to be and shall include (a) the cost of all workmen, such as foremen, timekeepers, mechanics, and laborers, for the time actually employed in the performance of the said extra work; (b) all materials and supplies; (c) trucks, and rentals on machinery and equipment, for the time actually employed or used in the performance of the said extra work; (d) any transportation charges necessarily incurred in connection with any equipment authorized by the Engineer for use on said work and similar operating expenses; (f) all incidental expenses incurred as a direct result of such extra work, including payroll taxes and a ratable proportion of premiums on construction bonds and, where the premiums therefore are based on payroll costs, public liability and property damage, workmen's compensation, and other insurance required by the Contract. The Engineer may direct the form in which accounts of the actual field cost shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work under Method "C". In the event that machinery and heavy construction equipment be required for such

extra work, the authorization and basis of payment for the use thereof shall be stipulated in the written extra work order. The ten percent (10%) of the actual field cost to be paid to the Contractor shall cover, and be full compensation for, the Contractor's profit, overhead, general superintendence, and field office expense, and all other elements of cost not embraced within the "actual field cost" as herein defined.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer or Owner. In case any order or instructions, either oral or written, appear to the Contractor to involve extra work for which he should receive compensation, he shall make a written request to the Engineer for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or concerning the payment thereof, and the Engineer insists on its performance, the Contractor shall proceed with the work after making a written request for a written extra work order and he shall keep an accurate account of the actual field cost thereof as provided for in Method "C" in the foregoing paragraph. The Contractor will thereby preserve the right to submit the matter of his payment to arbitration as hereinafter provided.

EXTRA WORK A PART OF CONTRACT: If extra work orders are given in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

ARBITRATION, DAMAGES AND WARRANTIES: Notwithstanding any language to the contrary, no interpretation of this Agreement shall find that the County has agreed to binding arbitration, or the payment of damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

NO LIMIT OF LIABILITY: Nothing in this Agreement shall be construed to limit the Contractor's liability to the County as such liability may exist by or under operation of law.

DISCLAIMER OF LIABILITY: The County shall not hold harmless or indemnify the Contractor for any liability whatsoever. No provision of this Agreement will be given effect that attempts to require the County to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

PROVISION FOR EMERGENCIES: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. A Change Order shall thereupon be issued covering the changes and deviations involved. If Contractor believes that additional work done by him in an emergency which arose from causes beyond Contractor's control entitles Contractor to an increase in the Contract Price or an extension of the Contract Time,

Contractor may make a claim therefor as provided in Paragraphs entitled MODIFICATIONS AND ALTERATIONS; EXTRA WORK and EXTENSIONS OF TIME.

ASSIGNMENT AND SUBLETTING OF CONTRACT: The Contractor shall not assign or sublet the work, or any part thereof, without consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of the Owner to be signified in like manner. In case the Contractor assigns all, or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

Should any subcontractor fail to perform in a satisfactory manner, the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT: If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by him otherwise than as herein provided; or if the Contractor should be adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the Specifications therefore, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work be not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of said Owner's intention to terminate this Contract and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion; and in such event the Owner may take possession of, and utilize in completing the work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

SUSPENSION OF WORK ON NOTICE: The Contractor shall delay or suspend the progress of the work or any part thereof, whenever he shall be so required by written order of the Owner or Engineer, and for such periods of time as it or he shall require; provided, that in the event

of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the Owner or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

LOSSES FROM NATURAL CAUSES: All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

LAWS AND ORDINANCES: The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, City and County, State and National Laws which in any way limit or control the actions or operation of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

CHARACTER OF WORKMEN: The Contractor shall employ only workmen who are competent to perform the work assigned to them, and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available.

Whenever the Engineer shall notify the Contractor that any man on the work is, in his opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such man shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

SUNDAY, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 5 P.M. and 8 A.M. nor on Saturdays, Sundays or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency. No work shall be done during a regularly scheduled Board of County Commissioner's meeting.

UNFAVORABLE CONSTRUCTION CONDITIONS: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to perform the work in a proper and satisfactory manner.

BEGINNING, PROGRESS, AND THE TIME OF COMPLETION OF WORK: The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such

that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the proposal, subject to any extension or extensions of such time made as hereinafter provided. The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the sequences he proposes to follow, and giving the dates on which, he expects to start and complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

HINDRANCES AND DELAYS: In executing the Contract agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, he has fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out delays in securing materials or workmen or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided in the paragraph on "Suspension of Work on Notice" of these General Conditions.

EXTENSIONS OF TIME: The right of the Contractor to proceed shall not be terminated, nor will the Contractor be charged with liquidated damages, because of any delays in the completion of the work due to causes beyond the control, and through no fault of negligence, of the Contractor. Should the Contractor be delayed in the final completion of the work by any act or delay of the Owner or Engineer, or of any employee of either, or by strikes, lockouts fires, or unusual delays by common carriers, or by any other cause or causes beyond the Contractor's control, or by any cause or causes beyond the Contractor's control, or by any cause which the Engineer shall decide would justify the delay, then an extension of time sufficient to compensate for such delay in the final completion of the work shall be granted by the Owner; the amount of such extension of time to be determined by Engineer; provided, however, that the Contractor shall give the Owner and the Engineer prompt notice in writing of the cause of the delay in each case.

LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the even that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, or the Owner, at its election, shall have the right to deduct from the total compensation otherwise due the Contractor, as stipulated liquidated damages and not as a penalty, an appropriate sum, fixed and agreed to in advance, in accordance to the following schedule:

<i>Contract Amount</i>	<i>Liquidated Damages</i>
\$0 to \$25,000	\$75.00/24-hour period
\$25,001 to \$50,000	\$105.00/24-hour period
\$50,001 to \$100,000	\$150.00/24-hour period
\$100,001 to \$500,000	\$300.00/24-hour period
\$500,001 to \$1,000,000	\$450.00/24-hour period
\$1,000,001 to \$2,000,000	\$600.00/24-hour period

\$2,000,001 to \$5,000,000
\$5,000,001 and up

\$1,000.00/24-hour period
\$1,500.00/24-hour period

Said sum shall be paid for each 24-hour calendar day.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to come due, to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for.

CLEAN-UP: The project site shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after construction operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

PERMITS: The Contractor shall secure all permits that may be required to construct the facilities included in this Contract. All cost in connection therewith shall be borne by the Contractor. Further, Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the County immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the County in its discretion.

DISPOSAL OF TRASH AND DEBRIS: The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not trash or waste material. On or before the completion of the work the Contractor shall, without charge therefor, carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first-class condition.

DEFECTIVE WORKMANSHIP AND MATERIALS: During a period of one year, or longer, if stipulated in the Special Conditions, from and after the date of the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or his agent, the said Contractor shall neglect to make or undertake with due diligence to make the aforesaid repairs, the Owner is hereby authorized to make such repairs at the

Contractor's expense; provided however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss, hazard or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

MONTHLY ESTIMATES: The Engineer will, at regular monthly intervals, make an approximate estimate in writing of the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained there shall be deducted ten percent (10%) to be retained until after completion of the entire work to the satisfaction of the Engineer and Owner. The Engineer will submit said Estimate each month to the Contractor for his approval, and to the Owner for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.

Deductions will be made from partial payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump Sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.

GOVERNING LAW AND VENUE: This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas. Jurisdiction and venue of any suit in connection with the Agreement shall reside only in courts located in Leavenworth County, Kansas.

CASH BASIS LAW: This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the County. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws and, as a condition of this Agreement, the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The County is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source

AUTHORITY TO CONTRACT: Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.

REPRESENTATIVE'S AUTHORITY TO CONTRACT: By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.

**Leavenworth County
Request for Board Action**

Date: June 4, 2026
To: Board of County Commissioners
Cc: Mark Loughry, County Administrator
From: Misty Brown, County Counselor
Department Head Approval: N/A

Additional Reviews as needed:

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

Action Requested: Consider the attached Resolutions providing for moratorium on applications for data centers in the unincorporated area of Leavenworth County.

Recommendation: Take action as deemed appropriate.

Analysis: There are presently no formal regulations directly related to data centers in the Leavenworth County Zoning Regulations, though staff have been working to develop proposed regulations to address data centers. On May 13, 2026, the Commission adopted a 90-day moratorium on further development of Project Bluestem or any other data center proposals, battery storage facilities, or crypto storage¹ facilities so that the County would have time to adopt and consider regulations for such facilities and to hold additional work sessions and hearings. The moratorium also provides that no applications for project proposals would be received by the County during the moratorium period.

On May 28, 2026, the Commission voted to revisit the data center moratorium and directed staff to draft separate moratoria for data centers, battery energy storage facilities, and crypto storage operations for consideration by the Commission. Staff prepared Resolutions placing a moratorium on each of the above uses in the unincorporated area of Leavenworth County to provide time to the County for the adoption and consideration of regulations for such facilities and to hold additional work sessions and hearings. The proposed end date for each moratorium is August 11, 2026.

Alternatives: 1) Adopt the Resolutions as proposed, 2) Decline to adopt the Resolutions, 3) Modify the Resolutions, or 4) Table the matter for further study.

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:

Data Center Moratorium Resolution

¹ The May 13, 2026 moratorium references "crypto storage facilities"; the proposed resolution restates the use as "cryptocurrency mining facilities."

RESOLUTION NO. 2026-11

A RESOLUTION PROVIDING FOR A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATING TO THE ESTABLISHMENT, OPERATION OR EXPANSION OF DATA CENTERS WITHIN THE UNINCORPORATED AREA OF LEAVENWORTH COUNTY; AND DIRECTING THE DEVELOPMENT OF REGULATIONS FOR DATA CENTERS FOLLOWING A PAUSE.

WHEREAS, The Leavenworth County Zoning Regulations (“Zoning Regulations”) presently do not directly define and address a land use associated with “Data Centers,” as herein defined; and

WHEREAS, Kansas statutes authorize counties to establish land development regulations to address their local development concerns and needs; and

WHEREAS, there has been an increased nationwide interest in Data Center development and impacts; and

WHEREAS, on May 13, 2026, the Board of County Commissioners adopted a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities; and

WHEREAS, the Board of County Commissioners has determined that the land use, infrastructure, public safety, environmental, and regulatory considerations associated with data centers, battery energy storage systems, and cryptocurrency mining facilities differ significantly from one another and warrant separate review and evaluation; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to replace the existing moratorium with separate and independent moratoria applicable to data centers, battery energy storage systems, and cryptocurrency mining facilities in order to allow for the development of regulations tailored to the unique characteristics and impacts of each use; and

WHEREAS, due to a number of impacts that Data Centers have or might have on nearby property owners, the region, and also future development, the Board of County Commissioners recognizes that a need exists to further consider, and potentially adopt, additional land development regulations and/or standards that may pertain to such property uses; and

WHEREAS, no applications for proposed development have been submitted with respect to Data Centers within the unincorporated areas of Leavenworth County; and

WHEREAS, the Board of County Commissioners desires to provide adequate time for the Leavenworth County Planning and Zoning Commission to properly evaluate and implement the aforementioned actions by providing for the suspension of acceptance or processing of applications or permits pertaining or related to the establishment, construction, operation or expansion of any Data Center in the interim period defined in this Resolution; and

WHEREAS, pursuant to K.S.A. 12-741, *et seq.*, and K.S.A. 19-101 *et seq.*, Leavenworth County has the police power and statutory authority to regulate the conduct of development through this Resolution. This moratorium is a legislative action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS that:

1. That the action of the Board of County Commissioners taken on May 13, 2026 approving a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities, is hereby rescinded as it applies to data centers and shall be of no further force or effect as of the effective date of this Resolution. To the extent any provisions of prior actions of the Board of County Commissioners contradict with this Resolutions, those provisions are hereby rescinded as it is the intent of the Board of County Commissioners that the provisions of this Resolution superseded those resolutions and replace them in their entirety.
2. Within the unincorporated area of Leavenworth County, the consideration and issuance of any Special Use Permits for applications submitted after this Resolution's effective date that would include or involve Data Centers is temporarily suspended as indicated within this Resolution. For purposes of this Resolution, Data Centers shall be generally construed as one or more buildings, facilities or other sites that are constructed, reconstructed, enlarged, remodeled, leased or used to principally house a group of networked computer servers for the storage, processing, management and dissemination of data and information, or a substantially similar use.
3. The Leavenworth County Planning and Zoning Department and Planning Commission are hereby directed to suspend accepting or acting upon any application or permit received for operation, development, erection and/or construction of a Data Center or related activities and components associated with such use in the unincorporated area of Leavenworth County for the period stated within this Resolution.
4. Leavenworth County staff and the Leavenworth County Planning Commission are directed to review the existing Zoning Regulations. The Leavenworth County Planning and Zoning Department and Planning Commission may then bring forward any proposed Zoning Regulation amendments pertaining to Data Centers and related matters within the Zoning Regulations pursuant to K.S.A. 12-741 *et seq.* If deemed appropriate by the Leavenworth County Planning Commission, potential amendments pertaining to Data Centers and related matters may be proposed to be made to the Leavenworth County Comprehensive Plan.
5. The interim development control imposed by this Resolution may be extended, amended, or terminated earlier than its expiration date by subsequent resolution approved by the Board of County Commissioners.
6. If any section of this Resolution shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part so declared invalid or unconstitutional.

7. This Resolution shall take effect and be in full force and effect after its adoption and publication in the official county newspaper and shall remain in effect until August 11, 2026. The County Clerk is directed to publish this Resolution once in the official county newspaper.

ADOPTED this ____ day of _____, 2026

Mike Stieben, Chairman

Jeff Culbertson, Member

ATTEST:

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Smith, Member

**Leavenworth County
Request for Board Action**

Date: June 4, 2026
To: Board of County Commissioners
Cc: Mark Loughry, County Administrator
From: Misty Brown, County Counselor
Department Head Approval: N/A

Additional Reviews as needed:

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

Action Requested: Consider the attached Resolutions providing for moratorium on applications for battery energy storage systems (BESS) in the unincorporated area of Leavenworth County.

Recommendation: Take action as deemed appropriate.

Analysis: There are presently no formal regulations directly related to BESS in the Leavenworth County Zoning Regulations, though staff have been working to develop proposed regulations to address BESS. On May 13, 2026, the Commission adopted a 90-day moratorium on further development of Project Bluestem or any other data center proposals, battery storage facilities, or crypto storage¹ facilities so that the County would have time to adopt and consider regulations for such facilities and to hold additional work sessions and hearings. The moratorium also provides that no applications for project proposals would be received by the County during the moratorium period.

On May 28, 2026, the Commission voted to revisit the moratorium and directed staff to draft separate moratoria for data centers, battery energy storage facilities, and crypto storage operations for consideration by the Commission. Staff prepared Resolutions placing a moratorium on each of the above uses in the unincorporated area of Leavenworth County to provide time to the County for the adoption and consideration of regulations for such facilities and to hold additional work sessions and hearings. The proposed end date for each moratorium is August 11, 2026.

Alternatives: 1) Adopt the Resolutions as proposed, 2) Decline to adopt the Resolutions, 3) Modify the Resolutions, or 4) Table the matter for further study.

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:

BESS Moratorium Resolution

¹ The May 13, 2026 moratorium references "crypto storage facilities"; the proposed resolution restates the use as "cryptocurrency mining facilities."

RESOLUTION NO. 2026-12

A RESOLUTION PROVIDING FOR A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATING TO THE ESTABLISHMENT, OPERATION OR EXPANSION OF BATTERY ENERGY STORAGE SYSTEM FACILITIES WITHIN THE UNINCORPORATED AREA OF LEAVENWORTH COUNTY; AND DIRECTING THE DEVELOPMENT OF REGULATIONS FOR BATTERY ENERGY STORAGE SYSTEM FACILITIES FOLLOWING A PAUSE.

WHEREAS, The Leavenworth County Zoning Regulations (“Zoning Regulations”) presently do not directly define and address a land use associated with “Battery Energy Storage System Facilities,” as herein defined; and

WHEREAS, Kansas statutes authorize counties to establish land development regulations to address their local development concerns and needs; and

WHEREAS, there has been an increased nationwide interest in Battery Energy Storage System Facility development and impacts; and

WHEREAS, on May 13, 2026, the Board of County Commissioners adopted a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities; and

WHEREAS, the Board of County Commissioners has determined that the land use, infrastructure, public safety, environmental, and regulatory considerations associated with data centers, battery energy storage systems, and cryptocurrency mining facilities differ significantly from one another and warrant separate review and evaluation; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to replace the existing moratorium with separate and independent moratoria applicable to data centers, battery energy storage systems, and cryptocurrency mining facilities in order to allow for the development of regulations tailored to the unique characteristics and impacts of each use; and

WHEREAS, due to a number of impacts that Battery Energy Storage System Facilities have or might have on nearby property owners, the region, and also future development, the Board of County Commissioners recognizes that a need exists to further consider, and potentially adopt, additional land development regulations and/or standards that may pertain to such property uses; and

WHEREAS, no applications for proposed development have been submitted with respect to Battery Energy Storage System Facilities within the unincorporated areas of Leavenworth County; and

WHEREAS, the Board of County Commissioners desires to provide adequate time for the Leavenworth County Planning and Zoning Commission to properly evaluate and implement the aforementioned actions by providing for the suspension of acceptance or processing of applications or permits pertaining or related to the establishment, construction, operation or

expansion of any Battery Energy Storage System Facility in the interim period defined in this Resolution; and

WHEREAS, pursuant to K.S.A. 12-741, *et seq.*, and K.S.A. 19-101 *et seq.*, Leavenworth County has the police power and statutory authority to regulate the conduct of development through this Resolution. This moratorium is a legislative action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS that:

1. That the action of the Board of County Commissioners taken on May 13, 2026 approving a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities, is hereby rescinded as it applies to battery energy storage systems and shall be of no further force or effect as of the effective date of this Resolution. To the extent any provisions of prior actions of the Board of County Commissioners contradict with this Resolutions, those provisions are hereby rescinded as it is the intent of the Board of County Commissioners that the provisions of this Resolution superseded those resolutions and replace them in their entirety.
2. Within the unincorporated area of Leavenworth County, the consideration and issuance of any Special Use Permits for applications submitted after this Resolution's effective date that would include or involve Battery Energy Storage System Facilities is temporarily suspended as indicated within this Resolution. For purposes of this Resolution, Battery Energy Storage System Facilities shall be generally construed as one or more buildings, facilities or other sites that are constructed, reconstructed, enlarged, remodeled, leased or used to principally house electrochemical devices that charge, or collect, energy from the grid or a generation facility, store that energy, and then discharge that energy at a later time to provide electricity or other grid services.
3. The Leavenworth County Planning and Zoning Department and Planning Commission are hereby directed to suspend accepting or acting upon any application or permit received for operation, development, erection and/or construction of a Battery Energy Storage System Facility or related activities and components associated with such use in the unincorporated area of Leavenworth County for the period stated within this Resolution.
4. Leavenworth County staff and the Leavenworth County Planning Commission are directed to review the existing Zoning Regulations. The Leavenworth County Planning and Zoning Department and Planning Commission may then bring forward any proposed Zoning Regulation amendments pertaining to Battery Energy Storage System Facilities and related matters within the Zoning Regulations pursuant to K.S.A. 12-741 *et seq.* If deemed appropriate by the Leavenworth County Planning Commission, potential amendments pertaining to Battery Energy Storage System Facilities and related matters may be proposed to be made to the Leavenworth County Comprehensive Plan.

5. The interim development control imposed by this Resolution may be extended, amended, or terminated earlier than its expiration date by subsequent resolution approved by the Board of County Commissioners.
6. If any section of this Resolution shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part so declared invalid or unconstitutional.
7. This Resolution shall take effect and be in full force and effect after its adoption and publication in the official county newspaper and shall remain in effect until August 11, 2026. The County Clerk is directed to publish this Resolution once in the official county newspaper.

ADOPTED this ____ day of _____, 2026

Mike Stieben, Chairman

Jeff Culbertson, Member

ATTEST:

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Smith, Member

**Leavenworth County
Request for Board Action**

Date: June 4, 2026
To: Board of County Commissioners
Cc: Mark Loughry, County Administrator
From: Misty Brown, County Counselor
Department Head Approval: N/A

Additional Reviews as needed:

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

Action Requested: Consider the attached Resolution providing for a moratorium on applications for cryptocurrency mining operations in the unincorporated area of Leavenworth County.

Recommendation: Take action as deemed appropriate.

Analysis: There are presently no formal regulations directly related to cryptocurrency mining operations in the Leavenworth County Zoning Regulations. On May 13, 2026, the Commission adopted a 90-day moratorium on further development of Project Bluestem or any other data center proposals, battery storage facilities, or crypto storage¹ facilities so that the County would have time to adopt and consider regulations for such facilities and to hold additional work sessions and hearings. The moratorium also provides that no applications for project proposals would be received by the County during the moratorium period.

On May 28, 2026, the Commission voted to revisit the moratorium and directed staff to draft separate moratoria for data centers, battery energy storage facilities, and crypto storage operations for consideration by the Commission. Staff prepared Resolutions placing a moratorium on each of the above uses in the unincorporated area of Leavenworth County to provide time to the County for the adoption and consideration of regulations for such facilities and to hold additional work sessions and hearings. The proposed end date for each moratorium is August 11, 2026.

Alternatives: 1) Adopt the Resolutions as proposed, 2) Decline to adopt the Resolutions, 3) Modify the Resolutions, or 4) Table the matter for further study.

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:

Cryptocurrency Mining Operations Moratorium Resolution

¹ The May 13, 2026 moratorium references “crypto storage facilities”; the proposed resolution restates the use as “cryptocurrency mining facilities.”

RESOLUTION NO. 2026-13

A RESOLUTION PROVIDING FOR A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS RELATING TO THE ESTABLISHMENT, OPERATION OR EXPANSION OF CRYPTOCURRENCY MINING FACILITIES WITHIN THE UNINCORPORATED AREA OF LEAVENWORTH COUNTY; AND DIRECTING THE DEVELOPMENT OF REGULATIONS FOR CRYPTOCURRENCY MINING FACILITIES FOLLOWING A PAUSE.

WHEREAS, The Leavenworth County Zoning Regulations (“Zoning Regulations”) presently do not directly define and address a land use associated with “Cryptocurrency Mining Facilities,” as herein defined; and

WHEREAS, Kansas statutes authorize counties to establish land development regulations to address their local development concerns and needs; and

WHEREAS, there has been an increased nationwide interest in Cryptocurrency Mining Facility development and impacts; and

WHEREAS, on May 13, 2026, the Board of County Commissioners adopted a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities; and

WHEREAS, the Board of County Commissioners has determined that the land use, infrastructure, public safety, environmental, and regulatory considerations associated with data centers, battery energy storage systems, and cryptocurrency mining facilities differ significantly from one another and warrant separate review and evaluation; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to replace the existing moratorium with separate and independent moratoria applicable to data centers, battery energy storage systems, and cryptocurrency mining facilities in order to allow for the development of regulations tailored to the unique characteristics and impacts of each use; and

WHEREAS, due to a number of impacts that Cryptocurrency Mining Facilities have or might have on nearby property owners, the region, and also future development, the Board of County Commissioners recognizes that a need exists to further consider, and potentially adopt, additional land development regulations and/or standards that may pertain to such property uses; and

WHEREAS, no applications for proposed development have been submitted with respect to Cryptocurrency Mining Facilities within the unincorporated areas of Leavenworth County; and

WHEREAS, the Board of County Commissioners desires to provide adequate time for the Leavenworth County Planning and Zoning Commission to properly evaluate and implement the aforementioned actions by providing for the suspension of acceptance or processing of applications or permits pertaining or related to the establishment, construction, operation or expansion of any Cryptocurrency Mining Facility in the interim period defined in this Resolution; and

WHEREAS, pursuant to K.S.A. 12-741, *et seq.*, and K.S.A. 19-101 *et seq.*, Leavenworth County has the police power and statutory authority to regulate the conduct of development through this Resolution. This moratorium is a legislative action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS that:

1. That the action of the Board of County Commissioners taken on May 13, 2026 approving a ninety (90) day moratorium on the acceptance, processing, and consideration of applications relating to data centers, battery energy storage systems, and cryptocurrency mining facilities, is hereby rescinded as it applies to cryptocurrency mining facilities and shall be of no further force or effect as of the effective date of this Resolution. To the extent any provisions of prior actions of the Board of County Commissioners contradict with this Resolutions, those provisions are hereby rescinded as it is the intent of the Board of County Commissioners that the provisions of this Resolution superseded those resolutions and replace them in their entirety.
2. Within the unincorporated area of Leavenworth County, the consideration and issuance of any Special Use Permits for applications submitted after this Resolution's effective date that would include or involve Cryptocurrency Storage Facilities is temporarily suspended as indicated within this Resolution. For purposes of this Resolution, Cryptocurrency Mining Facilities shall be generally construed as one or more buildings, facilities or other sites that are constructed, reconstructed, enlarged, remodeled, leased or used in whole or in part to house computer nodes or related equipment used to solve cryptographic puzzles necessary for generating new cryptocurrency or processing and validating blockchain cryptocurrency transactions.
3. The Leavenworth County Planning and Zoning Department and Planning Commission are hereby directed to suspend accepting or acting upon any application or permit received for operation, development, erection and/or construction of a Cryptocurrency Mining Facility or related activities and components associated with such use in the unincorporated area of Leavenworth County for the period stated within this Resolution.
4. Leavenworth County staff and the Leavenworth County Planning Commission are directed to review the existing Zoning Regulations. The Leavenworth County Planning and Zoning Department and Planning Commission may then bring forward any proposed Zoning Regulation amendments pertaining to Cryptocurrency Mining Facilities and related matters within the Zoning Regulations pursuant to K.S.A. 12-741 *et seq.* If deemed appropriate by the Leavenworth County Planning Commission, potential amendments pertaining to Cryptocurrency Mining Facilities and related matters may be proposed to be made to the Leavenworth County Comprehensive Plan.

5. The interim development control imposed by this Resolution may be extended, amended, or terminated earlier than its expiration date by subsequent resolution approved by the Board of County Commissioners.
6. If any section of this Resolution shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this resolution as a whole or any part or provision thereof, other than the part so declared invalid or unconstitutional.
7. This Resolution shall take effect and be in full force and effect after its adoption and publication in the official county newspaper and shall remain in effect until August 11, 2026. The County Clerk is directed to publish this Resolution once in the official county newspaper.

ADOPTED this ____ day of _____, 2026

Mike Stieben, Chairman

Jeff Culbertson, Member

ATTEST:

Fran Keppler, Leavenworth County Clerk

Vanessa Reid, Member

Willie Dove, Member

Mike Smith, Member

**WORK SESSION
MATERIAL ONLY**

Planned Industrial Technology District:

Permitted District: Planned Industrial Technology District

Conditionally Permitted District with an Approved SUP: Planned Business Districts, MXD, PUD and Planned Industrial Uses

PURPOSE

The purpose of these standards is to limit the impact of data centers on surrounding land uses and ensure that adequate public utilities are available. These standards allow data centers in more districts when the impact is minimized to improve active uses that support the vitality of the public realm adjacent to a building.

Section 1: Industrial Technology District Standards

- (1) Industrial technology District Standards support developing digital technological Infrastructure and technology research and development within controlled industrial environment aligned with modern standards. It accommodates primary uses such as high-capacity facilities for data processing and storage, technological research and development and data and energy transmission, along with supporting uses such as utilities, warehousing, offices, and light manufacturing subordinate and ancillary to permitted principal use.
- (2) The IT District ensures compatibility with surrounding areas by minimizing noise, dust, traffic, light and negative environmental effects. Buildings, Signage and site design shall coordinate to create a uniform modern aesthetic.
- (3) Permitted uses by right in an IT district
 - a. Data Centers and accessory Uses as noted in approved Development Plans
 - b. Technology research and development facilities
- (4) Permitted uses with an SUP in associative planned districts:
 - a. Small and Medium scale Data centers
 - b. Technology research and development facilities
 - c. Light Industrial, assembly, processing, warehousing and storage operations associated with and subordinate to data center maintenance or technology research and production
- (5) Permitted Accessory Uses: The following are subject to approval by the Board of County Commissioners of potential site and operational plans:
 - a. Office, storage, power supply and other such uses including utilities and battery storage facilities, normally auxiliary to the permitted use.
 - b. Off- Street parking and parking garages, security facilities and structures.
 - c. Employee Fitness Centers. When as a stand-alone facility, otherwise permitted by right when located within a primary use.
 - d. Employee childcare facilities. When as a stand-alone facility, otherwise permitted by right when located within a permitted primary use.
 - e. Employee parking garages

- f. Office, when as a stand-alone facility, otherwise permitted by right when located within a primary use.

(6) Prohibited Uses

- a. Residential Uses of any type
- b. Retail sales unrelated to data center operations
- c. Hazard waste Disposal Facilities
- d. Cryptocurrency mining
- e. Any use involving public assembly
- f. Any use not expressly listed as permitted or accessory

Definitions:

Data Center: An establishment engaging in the storage, management, processing, and/or transmission of digital data, and housing computer and/or network equipment, systems, servers, appliances, and other associated components related to digital operations.

Data Center Accessory Use: Utilities, utility lines, electrical substations, pump stations, water towers, mechanical equipment and environmental controls (air conditioning or cooling towers, fire suppression, etc.) redundant/backup power supplies, redundant data communications connections, and security when located on the same tract or assemblage of adjacent parcels developed as a unified development for a Data Center.

Data Center - BACKUP UTILITY GENERATION: means an on-site, independent power source and system, that automatically activates to provide electricity during a main electric power line outage, ensuring continuous operation of critical IT equipment and infrastructure. The system may consist of generator, battery energy storage systems (BESS), automated transfer switches, and UPS (Uninterruptible Power Supply) systems with batteries, or any other type of backup system which can provide immediate, short-term power until the main power grid comes back on line and functional. This ensures data integrity, prevents system crashes, and maintains essential services by bridging the gap between the outage of the primary utility power and the startup of the backup generator. All generators will be tier 4 or better.

Data Center - COMPLEX: a specialized, secure, facility or a complex of multiple data center main and accessory buildings, and their associated site improvements, support structures, and utilities that house the critical IT infrastructure, such as servers, storage systems, and networking equipment, along with essential supporting systems like power, cooling, and security, to store, process, manage, and deliver data and applications for an organization or a cloud service provider. Also, all data center site improvements, support structures, and on-site utilities necessary to support the operations of the data center.

Data Center - SITE IMPROVEMENTS: are the physical buildings, structures, or infrastructure with designed and installed improvement upgrades and enhancements to the real property surrounding a data center as part of a data center complex to enhance capacity, performance, sustainability, and redundancy. Cloud availability services, such as connectivity, security, on-site power generation and storage, backup power, cooling systems, water management, air quality and noise control, and enhancing visual appeal. Some improvements may include, but are not limited to:

1. Automatic Transfer Switches (ATS) Systems;

2. Backup Utility System (BUS);
3. Battery energy storage system(s) (BESS) and facilities;
4. Chillers/cooling systems;
5. Electric power facilities such as, lines, plant, or substation;
6. Fencing, security
7. Fiber-based broadband infrastructure;
8. Generators, including diesel fueled;
9. Natural gas facilities such as, lines, plant, power plant, or substation (compressor or regulator);
10. Parking areas, lots, or structures for employee and visitor parking, in compliance with The most current regulations of the AHJ;
11. Loading areas, lots, or structures for large trucks and equipment in compliance with The most current regulations of the AHJ;
12. Maintenance facilities
13. Solar energy project
14. Uninterruptible power supply (UPS) system
15. Utilities, public and private

Types Further Defined:

a. **Small Scale Data Center.** A facility that houses computing and networking equipment, along with storage and management systems, to support the storage, processing, and distribution of digital data and applications. A data center typically features high-performance servers, storage arrays, networking equipment, cooling systems, and power backup solutions to ensure uninterrupted operation. Server rooms or similar IT operations that are subordinate to a primary use are not included in this definition. SSDC will be limited to a structure footprint of 5,000–20,000 square feet. *Energy draw: 1–5MW*

b. **Medium Scale Data Center.** A facility that houses computing and networking equipment, along with storage and management systems, to support the storage, processing, and distribution of digital data and applications. A data center typically features high-performance servers, storage arrays, networking equipment, cooling systems, and power backup solutions to ensure uninterrupted operation. Server rooms or similar IT operations that are subordinate to a primary use are not included in this definition. MSDC's typically have a structure footprint of up to 100,000 square feet. *Energy draw: Up to 100MW.*

b. **Large Scale Data Processing Center** means one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and mechanical and electrical yards), and equipment used for the transformation, transmission, distribution and management of electricity (including private substations), internet-related equipment, data communications connections, private communication towers, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the land and other related or associated uses, buildings or structures such as utility buildings; private utility facilities; office; buildings for support staff; warehousing for logistics, storage and/or other similar uses;

cafeteria; guardhouse; fuel storage for emergency generators; water storage tanks; security fencing; and other structures, improvements and appurtenances. HSDPC have a structural footprint of over 100,000 square feet. *Energy draw: Over 100MW*

c. **Research and development facilities.** Facilities that investigate, design, test, and refine new or improved technologies. They involve systematic study and experimentation to create innovative products, enhance existing solutions, or discover new methods and materials. Engineering, healthcare, information technology, and manufacturing users use these facilities.

d. **Power Generation Facilities.** Systems and facilities developed in association with a Data Center and intended to support all or a portion of the Data Center campus's electrical requirements, whether delivered directly or indirectly through an electric utility or grid arrangement. Such facilities must be located on the same parcel, adjacent parcels, or within a coordinated development area, and may be owned or operated by one or more entities. Eligible technologies include natural gas-fired turbines, reciprocating engines, and other similar or successor generation technologies.

Procedures: Follow the planned district process to include:

- 1) Preliminary Development plan submittal/approval at the time of rezoning or original application
- 2) Final Development Plan submittal/approval
- 3) Final Plat (*If Applicable*)

All preliminary development plan processes approvals will submit to a public hearing before the Planning Commission. The Planning Commission will follow the zoning amendment process to achieve a recommendation status then forward to the governing body for final action.

Factors to be considered:

Land Use: Allowable in all planned Business Districts, MXD, PUD and Planned Industrial Districts in accordance with the approved land use tables. If land use tables do not specifically include these described uses, the Director or Administrator will determine placement in a respective zoning district.

Sustainable Construction:

All construction shall utilize BMP's for sustainable site improvements and structures to include, monitoring and *Energy Star* utility benchmarking, Site efficiency metrics may include but are not limited to; PU, WU whether public or private and energy sourcing.

All data center cooling must be in the form of a closed loop system or more efficient technology to limit water usage over the life span of constructed improvements. Coolants utilized in the system must be ecology friendly.

Utilities:

All utilities to the maximum extent possible shall be located underground at the point of entry to the development site.

Site Studies:

Minimum Site Study Requirements. The following list of preliminary studies shall be required but may not be limited to:

- ALTA survey
- Geotechnical investigation
- Wetlands delineation
- Phase I Environmental Site Assessment / Full Environmental Impact Study
- Water quality sampling
- Threatened & Endangered species survey
- Traffic Impact Analysis
- Ambient sound monitoring
- Narrow Band Frequency analysis and Tonal analysis pre and post developed condition(s)

These studies shall be submitted and reviewed as part of the application process. Leavenworth County reserves the right to request additional studies as impacts are identified.

IN ALL PERMITTED DISTRICTS

All data centers are required to submit a Service Availability (Will Serve) Letter from local utility providers that confirms the capacity and commitment to serve the utility demand for the proposed data center. The letter shall be submitted at the time of the filing an application for a development plan. Any pertinent communications from the Kansas Corporation Commission in relationship to submittal

Development Standards

A. Development Plan. A Data Center Development Plan shall be required as part of the application (Article 60, Section 20). Additional items may be required at the discretion of County Staff or Board of County Commissioners.

B. Development Agreement. All Pre development and development agreements between the developer and/or applicant and the County shall be written, accepted and executed by the Board of County Commissioners before any final administrative or County Commission action can be granted to include any construction phase.

C. Height Regulations. Buildings shall not exceed a height of forty (40) feet, measured from structure pad level to the height of the furthest architectural projection. Height limitations shall not apply to accessory structures such as water towers, conveyor belts and other incidental and uninhabited structures. These heights will be approved per development plan.

D. Setbacks/Lot Design. May vary per approved development plan.

1. *Minimum lot frontage:* three hundred (300) feet adjoining a street.
2. *Minimum lot -width at the building line:* three hundred (300) feet.

Small Scale DC:

1. *Minimum lot acreage:* 10 acres
2. *Front yard setback:* Seventy-Five (75) feet.
3. *Side yard setback:* Fifty (50) feet.
4. *Rear yard setback:* Fifty (50) feet.

Medium Scale Data Centers

1. *Minimum lot acreage of* 10 acres
2. *Front Yard setback:* seventy-five (75)' Feet
3. *Side Yard setback:* seventy-five (75)' Feet
4. *Rear Yard setback:* seventy-five (75)' Feet

Large Scale Data Centers

1. *Minimum lot acreage:* 400 acres
2. *Front yard Setback* three hundred (300) feet
3. *Side Yard Setback* three hundred (300) feet
4. *Rear yard Setback* three-hundred (300) feet

E. *Minimum buffer requirements:* In addition to required setbacks, a minimum 250-foot-wide buffer, which can include the required setback, shall be required along all property lines which abut a residential district or use or an agricultural use in order to provide a visual screen. *Additional buffering may be required depending on development plan submittal requirements.*

F. *Air conditioning units and HVAC systems.* Air conditioning units and HVAC systems shall be thoroughly screened from view from the public right-of-way and from adjacent properties by using buildings, walls, fencing, roof elements, or landscaping.

G. *Front building facade.* The front building facade of all principal buildings shall be oriented toward street fronts or adjacent arterial street fronts. This requirement shall not apply if the front of the building is greater than 500 feet from the public right-of-way or not visible from the public right-of-way. Facade requirements shall be determined at submittal and within development plan.

H. *Security fencing.* Security fencing and walls shall not be located within the required buffer unless part of an approved development plan. Fences and walls outside the required setback and buffer provided above shall not be subject to height limitations as determined by the approved development plan.

I. *Accessory Structures.* Accessory structures shall be subject to the general provisions. Further, notwithstanding other provisions, guard houses and secured entry features shall be permitted at public road entrances as approved by the development plan.

J. *Required setbacks and buffers* shall only apply to external property boundaries with other properties not part of the Data Center Development. Minimum lot frontages, lot width and minimum lot acreage

shall not apply to subdivided lots within the Data Center Development, so long as the entirety of the contiguous tract comprising the overall Data Center Development complies with the requirements of this ordinance, subject to the approved development plan.

K. Roads. Private roads are permitted within the Data Center Development. They shall be designed and built subject to the development plan approval process.

L. Utilities. A Data Center Development is required to have access to public water and sewer. Alternative utilities may be considered on a case-by-case basis and subject to administrative approvals.

M. Monitoring. All utilities and ambient sound at the property lines will be permanently monitored by a publicly accessible website 24 hours a day 7 days a week.

N. Lighting.

(1) Horizontal Surfaces. For the lighting of predominantly horizontal surfaces, such as, but not limited to, parking areas, roadways, vehicular and pedestrian passage areas, loading docks, building entrances, sidewalks, bicycle paths, and site entrances, luminaires shall be aimed down, and shall meet Illuminating Engineering Society of North America (IESNA) full cut-off/fully shielded criteria and as approved by the development plan.

(2) Non-Horizontal Surfaces. For the lighting of predominantly non-horizontal surfaces, such as, but not limited to, facades, landscaping, and signs, luminaires shall be shielded and shall be installed and aimed to not project their output into the windows of neighboring residences, adjacent uses, past the object being illuminated, skyward, or onto a public roadway and as approved by the development plan.

(3) Adjacent Residential Uses. The illumination projected onto a residential use shall at no time exceed 0.1 footcandle, as measured at the property line on the adjacent residential property.

(4) Adjacent Non-Residential Uses. The illumination projected from any property onto a non-residential use shall at no time exceed 0.5 initial footcandle, as measured at the property line on the adjacent properties.

(5) Glare. Vegetation screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved primarily using such means as cutoff luminaires, shields and baffles, and appropriate application of luminaire mounting height, wattage, aiming angle, and luminaire placement.

(6) LED Lights. LED light sources shall have a correlated color temperature that does not exceed 3000K.

(7) Luminaires. Luminaires shall not be mounted more than 20 feet above the finished grade of the surface being illuminated. No pole-mounted lighting on the roof shall be permitted.

(8) The intent of the design guidelines is to comply with *Dark Sky* requirements. To that end, approval of the lighting components of the PDPO will be subject to third party reviews to achieve the intended goal.

O. Sound.

(1) A Noise Study shall be completed and included as part of development plan. The study shall include:

- a. Pre and Post development narrow band frequency analysis and tonal analysis
- b. BMP (Best Management Practices)/BAT (Best Available Technology) to address study findings

(2) Soundproofing. For Data Centers on property adjacent to property with existing residential development, an approved development plan, or plat, or plan showing residential development, or Zoning District permitting residential uses, any Data Center Mechanical Equipment located on the property, whether on a roof top, on the ground level, or elsewhere on the exterior of the property, must be screened on all four sides by an acoustical barrier. For purposes of this section, acoustical barrier is defined as an exterior solid or louvred wall containing soundproofing materials designed to absorb noise and protect neighboring properties from noise pollution.

(3) Generator Noise Adjacent to Residential. For Data Centers on property adjacent to property with existing residential development, an approved development plan, or plat, or plan showing residential development, or Zoning District permitting residential uses, the following standard applies to generator testing, subject to Leavenworth County regulations or permits issued for the property:

- a. Generator testing is limited to between 11:00 a.m. and 7:00 p.m.
- b. Except for generator testing or commissioning activities, generator use is limited to backup/emergency use only.

(4) Pre and Post development narrow band frequency analysis and tonal analysis. Noise levels shall be determined through the required study and incorporated into the development plan process/ included as part of final development plan submittal. **Post developed levels may not exceed 85 decibels (Dba) at the property line. If the required study cannot prove no tonal content in a developed condition, an automatic decrease of -10 Dba in overall site generation will be required.**

Field verification of post development noise levels will be required for the issuance of any full or partial certificate of occupancy. Should additional sound reduction be required as a remedial action to field conditions, it shall be at the discretion of the AHJ and added as an addendum to the Final Development Plan.

P. Buffering & Screening Area.

Data Center sites abutting Sensitive Receptors or collector/arterial roads must include an enhanced buffer yard with required plantings located on an earthen berm with a grade no steeper than 2:1. The

minimum height of the berm abutting Sensitive Receptors as defined as, residentially used structures or properties will be determine through the development plan process and included in the approval documents.

(1) Where the combined footprint of the principal structure or structures is less than 5,000–20,000 square feet:

a. A minimum 100-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

(2). Where the combined footprint of the principal structure or structures is up to 100,000 square feet:

a. A minimum 250-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

(3). Where the combined footprint of the principal structure or structures exceeds 100,000 square feet

a. A minimum 300-foot buffer yard shall be provided along the entire length of any public street frontage of any property upon which the Data Center is located and along any property line which abuts or is within 500 feet of an existing residential property line or zone, school, daycare center, hospital, place of worship, designated park, or public open space.

(4). Utilities should be located outside of buffer yards to the maximum extent feasible to maintain a cohesive buffer yard, protect landscaping, and preserve open space. Utilities should be co-located when feasible to minimize the number of utility crossings through the required buffer yard, particularly when such crossings cannot be avoided.

(5). Use of existing vegetation for landscaping and screening is strongly encouraged and may be substituted for new berms and plantings if approved by the final development plan.

(6). The required number of plant units shall be determined by the intensity of use, adjoining land uses, and the development plan process.

(7). Buffer yards along roadways shall be measured from the street right-of-way line.

(8). Where a lot line drainage or utility easement is required, the buffer yard shall be measured from the inside edge of the easement.

(9). Buffer yards shall not include environmental encumbrances such as, but not limited to, wetlands, wetland transition areas, riparian buffers, and flood hazard areas as may be imposed by outside agencies.

(10). A Landscape Plan submitted and stamped by a Kansas licensed Landscape Architect shall be submitted and approved as part of the development plan process.

a. The plantings shall be arranged to provide a complete visual screen of the property at least 12 feet in height, measured in addition to the height of any required berm, within three (3) years.

(11). The buffer yard may be located within the required building setback lines. No impervious surface is permitted within the buffer yard aside from access drives, sidewalks, and associated improvements.

(12) Renewable Energy Incentive Plan

Within 10 years 25% of accredited capacity will be produced by renewable sources within the southwest power Pool.

(a) **The data center's annual electrical energy consumption shall be matched by renewable energy credits (RECs) from renewable energy resources located within and interconnected to the Southwest Power Pool (SPP), as verified through evidence of retirement of such RECs on an annual basis.**

(b) An REIP will be incorporated into preliminary and final development agreements to encourage sustainable energy programs that may include local, state and national programs.

(13) Energy Benchmarking

(a). Use Best Practices to implement energy efficient design practices, such as proper air management and cooling systems, to enhance overall energy efficiency.

(b) Utilize Energy Star Portfolio Manager to report the sites energy and water consumption annually. Energy efficiency targets will be determined through the executed development agreement and reviewed annually.

Q. Environmental Protection

- (1) A full environmental impact assessment is required at the developer's expense
- (2) Stormwater Management plan that exceeds state requirements and accepted by the county engineer
- (3) Potable water uses shall be minimized during design and subject to public monitoring as listed previously in this document.

(R) Public Improvement Plan.

Applicant/Developer acknowledges that they may have to comply with Article 55 Leavenworth County Zoning Regulations.

- (1) Any approved development plan will be required to comply with all state, local and federal requirements.

(S) 3rd Party Construction Inspection

Given the scope and size of proposed Data Center Projects, impacts to the community and overall necessary level of oversight, Leavenworth County will require an onsite professional engineer to represent the AHJ to complete code required inspections with subsequent reporting to the jurisdiction. A certificate of occupancy or temporary certificates of occupancy will be granted at the discretion of the AHJ.

1. Licensed Engineer.

A licensed professional structural engineer or certified structural engineering firm selected by the Applicant shall conduct all inspections on each data center project with respect to the foundation, structural assembly, mechanical, plumbing and electrical aspects of the data center construction. Documentation regarding each approved inspection shall be submitted to the Planning and Zoning Director.

All expenses of such engineer or engineering firm shall be the responsibility of the Applicant or holder of the Special Use. Leavenworth County, its officers, agents, and employees shall be held harmless from all claims, costs, liabilities, damages or expenses including costs of suits and fees and expenses for legal services from any damage claimed by any third party, including such claims by agents or employees of said third party arising from any approval or non-approval of any inspection.

(S) Penalties

The site developer and operators shall enter into a development agreement(s) with the AHJ to establish minimum performance standards or thresholds of site performance. These standards and penalties will be included in the executed DA.

DRAFT

BATTERY ENERGY STORAGE SYSTEM (BESS)

CRITERIA AND STANDARDS FOR A SPECIAL USE APPLICATION

LEAVENWORTH COUNTY, KANSAS

A. Intent.

- a. A Battery Energy Storage System (BESS) shall be permitted only as a Special Use according to the provisions provided below.

These criteria are intended to address major issues associated with any Battery Energy Storage System (BESS); however, they are not all inclusive. Additional issues not listed may emerge and be deemed significant due to studies, public input, etc. during the course of review. These criteria are not intended to regulate the installation of the smaller individual Battery Energy Storage System

A Battery Energy Storage System is defined as an engineered facility (inclusive of all ancillary facilities required to interconnect and operate the facility) that is capable of charging batteries from an electrical transmission system, storing the electrical energy, and discharging the electrical energy to later reenergize the same system and does not include a power plant or other manner of generating electricity for distribution and storage.

A Battery Energy Storage System shall have, among other equipment, a battery management system, gas, and fire detection devices, and be installed in accordance with NFPA 70 and with NFPA Standard 855 for installation of stationary energy storage systems or the equivalent or higher standard in existence at the time. BESS may also include one or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone twelve-volt car battery or an electric motor vehicle. A battery energy storage system is classified as a Tier 1, Tier 2, or Tier 3 battery energy storage system as follows:

(1) Tier 1 battery energy storage systems have an aggregate energy capacity less than or equal to 80 kWh and, if in a room or enclosed area, consist of only a single energy storage system technology. All Tier 1 battery energy storage systems located on residential properties shall comply with all applicable codes (building, fire, property, etc.) as may currently be in effect or hereafter amended in Leavenworth County.

(2) Tier 2 battery energy storage systems have an aggregate energy capacity between 81 and 600 kWh or are comprised of more than one energy storage system technology in a room or enclosed area.

(3) Tier 3 battery energy storage systems have an aggregate energy capacity greater than 600 kWh and, if in a room or enclosed area, consist of only one energy storage system technology.

BATTERY(IES) — A single cell or a group of cells connected electrically in series, in parallel, or a combination of both, which can charge, discharge, and store energy electrochemically. For the purposes of these regulations, batteries utilized in consumer products are excluded from these requirements.

CELL — The basic electrochemical unit, characterized by an anode and a cathode, used to receive, store, and deliver electrical energy.

COMMISSIONING — A systematic process that provides documented confirmation that a battery energy storage system functions according to the intended design criteria and complies with applicable code requirements.

DEDICATED-USE BUILDING — A building that is built for the primary intention of housing battery energy storage system equipment, is classified as Group F-1 occupancy, as defined in the International Building Code, and complies with the following:

- (1) The building's only use is battery energy storage and other electrical grid related operations.
- (2) No other occupancy types are permitted in the building.
- (3) Occupants in the rooms and areas containing battery energy storage systems are limited to personnel that operate, maintain, service, test, and repair the battery energy storage system and other energy systems.
- (4) Administrative and support personnel are permitted in areas within the buildings that do not contain battery energy storage systems provided the following:
 - (a) The areas do not occupy more than 10% of the building area of the story in which they are located.
 - (b) A means of egress is provided from the administrative and support use areas to the exterior of the building that does not require occupants to traverse through areas containing battery energy storage systems or other energy system equipment.

B. Key Issues.

Land Use	Electromagnetic Interference
Visual Impact	Reception Interference
Noise	
Endangered Species	Native Vegetation/Weeds
Cumulative Impact	Soil Erosion
Water Quality	Wildlife Habitat

Infrastructure

Public Health and Safety

Aviation/Lighting

Decommissioning/Restoration

Financial Security Agreement

C. Area to be included.

- a. Any BESS Special Use Permit shall encompass the entire perimeter of the proposed BESS and all supporting BESS improvements and infrastructure.

D. Permitting requirements for battery energy storage systems.

(1) Tier 1 battery energy storage systems shall be permitted in all zoning districts, subject to the Zoning Code and the battery energy storage system permit, and exempt from site plan review. Tier 1 battery energy storage systems shall maintain the setback requirements of the zoning district in which they are located.

(2) Tier 2 battery energy storage systems shall be permitted in the following zoning district subject to the Zoning Code and site plan review, which may be waived at the discretion of the Planning and Zoning Director:

(a) I Light Industrial District and I-1 Heavy Industrial.

(b) Tier 2 battery energy storage systems shall meet the requirements of the principal building within the zoning district in which they are located.

(c) Where a Tier 2 battery energy storage system will be located within 200 feet of a residential use or zone, a special use permit shall also be required.

(3) Tier 3 battery energy storage systems shall be permitted in the following zoning districts subject to the Zoning Code, site plan review, and a special use permit:

(a) I-1 Heavy Industrial District.

(b) Tier 3 battery energy storage systems shall meet the requirements of the principal building within the zoning district in which they are located.

(c) Tier 3 battery energy storage systems that are accessory to a permitted principal use and are under 2,000 square feet of total area dedicated to the use do not require a special use permit, unless and may not be located within 200 feet of a residential use or zone. Unless approved by a separate development plan in a planned District and accessory to a primary use, location and size will be determined by the development plan associated with the project.

E. Noise Standards.

All noise associated with battery energy storage systems or related equipment shall be at 75 dBA or less as measured from the property line(s). The applicant may be required to provide operating sound pressure level measurements to demonstrate compliance at any time after permit issuance.

F. Special Use Permit Standards.

(1) Dimensional criteria. Lot size requirements for the applicable zoning district where the battery energy storage system shall be followed; the minimum setback for all yards is 100'; yard setbacks shall be 300' if adjacent property is zoned or used for residential purposes; required minimum width of access or frontage roads on the property shall be not less than 20' and constructed of dustless paving materials.

(2) Fencing requirements. Unless housed in a dedicated-use building, Tier 3 battery energy storage systems, including all mechanical equipment, shall be enclosed by a minimum of eight-foot fence with security or anti-scaling components with a self-locking and self-closing gate to prevent unauthorized access.

(3) Screening and visibility. Tier 2 and Tier 3 battery energy storage systems shall be screened from view from adjacent properties that may be in residential zoning districts using architectural features, earth berms, walls, fencing, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area. A minimum 25 foot of landscaping buffer shall be required along all sides for all Tier 3 battery energy storage systems. Engineering review shall be required for all Tier 2 and 3 systems. Review costs will be paid by the applicant before any permitting is issued.

G. Site plan application requirements.

For a Tier 2 or 3 battery energy storage system requiring site plan approval, the applicant's submission shall include those items as required in The Leavenworth County Zoning regulations as may be applicable and also identification in a code footprint of the foundation type that will be utilized for the battery energy storage system facilities, fire suppression designs, emergency operations plan, photometric plan and a stormwater runoff/detention and drainage plan, a site specific hydrology study, and a statement identifying applicable state or federal environmental permits or any other necessary state or federal permits or regulations and assurance of compliance or copies of said permits if available in addition to the typical site plan requirements.

H. Additional requirements for Tier 2 and 3 battery energy storage systems.

(1) Utility lines and electrical circuitry. All on-site utility lines shall be placed underground in appropriate conduits to the extent feasible and as permitted by the serving utility. An exception may be made for the main service connection at the utility company right-of-way and new interconnection equipment. All electrical lines and circuitry must comply with existing NEC, NFPA, and fire codes pertaining to battery energy storage systems as may currently be in effect and adopted by Leavenworth County, the State of Kansas or responding Fire agency.

(2) Signage.

(a) The signage shall be in compliance with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of fire suppression system installed in the area of

battery energy storage systems, and twenty-fourhour emergency contact information, including a call-back phone number.

(b) As required, disconnect and other emergency shutoff information shall be clearly displayed on a light-reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations.

(3) Lighting. All lighting associated with battery energy storage systems shall be limited to that minimally required for safety, security, and operation of the facility and in accordance with the approved photometric plan.

(4) Vegetation and tree cutting. Areas within 10 feet on each side of Tier 2 or 3 battery energy storage systems and equipment shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground cover shall be permitted to be exempt, provided that they do not form a means of readily transmitting fire. Removal of trees should be minimized to the extent possible, and is only permitted in association with an approved site plan or other applicable permits.

(5) One-line electric diagram. A one-line electric diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all NEC compliant disconnects and overcurrent devices, shall be required.

(6) All equipment or materials shall be Nationally Recognized Testing Laboratory (NRTL) approved as may be appropriate. The use of any non-NRTL equipment in the battery energy storage system must be pre-approved by Leavenworth County.

I. Contents of BESS Development Plan.

1. General Introduction.

The Development Plan shall be written in a style that is easily understood by the general reader. Technical terminology shall be avoided as much as possible. Detailed technical data, statistics, and supplementary information required to support the main text is to be included as appendices. All sources of information are to be referenced, and must be current. Information presented in the form of maps, diagrams or plans is preferred as it is generally easier to understand. The Applicant shall pay to the county a fee established by the adopted fee schedule upon filing the Special Use Permit.

Close consultation with the Leavenworth County Zoning Administrator during preparation of the Development Plan is highly recommended. The Leavenworth County Zoning Director may be contacted at the Leavenworth County Courthouse, 300 Walnut St. 212 Leavenworth KS. More than one draft may be required before it is considered suitable for presentation to the Planning Commission.

If approved, the Special Use shall encompass all property within the perimeter of the proposed BESS.

- a. Applicant must provide proof of lease agreements with landowners within the project area.
- b. Applicant must provide the names and addresses of all landowners within the BESS project area and all landowners within 1000 ft. of the exterior perimeter of the BESS area. Notice of hearing on the Development Plan shall be sent by the Planning and Zoning Department to all such landowners by first class mail and shall be published once in the official county newspaper. At least 20 days shall elapse between the date of the last publication and the date set for the public hearing.
- c. Nothing in the approval of the Special Use shall impose any liability or duty whatsoever on Leavenworth County or any of its agencies, including, but not limited to any liability for taxes, wages or any other employee benefits for any person or entity. Contractors, suppliers, or consultants accepting and relying on documents, materials and other information from the Applicant or Special Use Holder will do so on their own responsibility and at their risk.

2. Topographical Map.

A topographical map with contours at intervals of 2 feet at a 1:200 Scale showing the locations of the following features: (U.S.G.S. Scale)

- a. Lot lines for each parcel under separate ownership included in the proposed BESS area and within one mile of its boundaries together with a key identifying the owner of each parcel by owner name and CAMA parcel number.
- b. All Residential buildings and ownership within the boundaries of the proposed BESS and within one mile of the exterior perimeter of the BESS area.
- c. All public roads within the BESS area and within one mile of the exterior perimeter of the BESS area. The access points to the public roads to be used for both the construction and the operation phases of the project shall be designated. Bonding may be required to protect public improvements at the discretion of the Public Works Director.
- d. ALTA Surveys to include Utility lines and pipelines within the BESS area must be provided prior to construction.
- e. Proposed setbacks of all other structures from the BESS boundary lines. 7
- f. Boundaries of any 100-year floodplain as identified on the National Flood Insurance Program maps for Leavenworth County.
- g. Location of all transformers, substations, connecting power lines and other structures to be used as part of the operation of the project (including the dimensions of such structures). Any changes in location of structures must comply with the setback rules set out herein. Applicant will notify county in writing of any plan or location changes prior to commencement of construction.

3. Commercial Operation.

If the BESS is Commercially Operational, the approved Special Use permit shall be limited to a **period not to exceed two (2) years from the date that the Special Use is approved by resolution** of the Board of County Commissioners to the BESS's Commercial Operation Date (COD), being the date when the power purchase utility or other entity first receives purchased power produced from the operator of the generator or turbine units located in the BESS project plan. The Board of County Commissioners must approve any time extension of the approved Special Use.

4. Wildlife and Wetlands.

Applicant shall comply with all requirements provided by law and obtain all permits required by the U. S. Fish and Wildlife Service (USF&WS), the Kansas Department of Wildlife, Parks, and Tourism (KDWP&T), the Natural Resources Conservation Service (NRCS) and the Farm Service Agency (FSA) regarding the protection of wildlife and wetlands.

5. General Construction Document Requirements.

Applicant shall provide a general description of major components of the BESS and on-site facilities including specifications, transmission lines and accessory facilities such as control rooms, transformers, substations, maintenance facilities, underground infrastructure, and interior access roads. Construction documents will signed and sealed by a licensed Kansas Professional Engineer.

6. Soil Erosion Sediment Control and Storm Water Runoff.

Applicant shall prepare and provide to County a KDHE approved Storm Water Pollution Prevention Plan for all construction sites.

7. Fire Safety and Emergency Plan.

a. The Development plan shall include a Fire Safety and Emergency Plan identifying the potential fire risk associated with the project including both prescribed burning and non-prescribed burning. This shall address fire originating within the site, fires escaping from the site and potential effects of fire originating from outside the site.

b. The Fire Safety and Emergency Plan shall address all provisions for fire suppression, fire and emergency medical response to be provided by the applicant both during construction and during operation of the project. The plan shall identify what equipment is not presently owned by the public fire department or other first responder which may be needed to respond to emergencies at the project. Any equipment so identified shall be purchased by applicant.

8. Ground Water Resources.

Applicant must notify County of any risks it finds to ground water aquifers in connection with the construction of a BESS project and all mitigation measures the applicant proposes to utilize to mitigate such risk.

9. Air Quality.

Applicant shall submit a plan to control dust on roads which will be used during construction which plan shall be a part of the Road Maintenance Agreement required below.

10. Land Use and Development.

Applicant shall identify potential constraints or benefits the BESS may place on the current or future use of the land within the project site and the surrounding area. The extent of any limitations due to public health and safety risks shall be specifically addressed, and the effects on the following activities shall also be addressed:

- a. Existing or proposed tourist or recreational activities including hunting and fishing
- b. Agricultural activities
- c. Residential activities
- d. Commercial activities
- e. Industrial activities

11. Bibliography.

The Development Plan shall provide a bibliography of the authorities consulted and documents relied on in completing the Development plan.

12. Appendices.

All Detailed technical information that supports the Development Plan shall be included in the appendices. The most important feature of the appendices shall be included in the main body of the Development Plan.

J. Prerequisites to Construction Under an Approved Special Use.

1. Decommissioning Agreement. A Decommissioning Agreement as described in Section L below must be approved and accepted by the Board of County Commissioners before any construction begins.

2. Road Maintenance Agreement. Transportation routes used for construction shall be coordinated with the Leavenworth County Public Works Director. Leavenworth County may require Applicant to provide and pay for an independent study of all or some of the roads, bridges, and culverts over which equipment for the BESS will travel during the construction phase to determine the ability of said roads, bridges, and culverts to withstand the expected traffic. Applicant shall be held liable for any damages to County roads or rights of way resulting from construction, deconstruction and /or maintenance activities. A Road Agreement by which

the developer or operator of the BESS assumes financial responsibility for infrastructure improvements needed for construction and repair for infrastructure damages caused by construction must be entered into by the Applicant and by the Board of County Commissioners before any construction begins.

K. Construction Requirements.

1. Licensed Engineer.

A licensed professional structural engineer or certified structural engineering firm selected by the Applicant shall conduct all inspections on each BESS with respect to the foundation, structural assembly, mechanical and electrical aspects of the BESS construction. Documentation regarding each approved inspection shall be submitted to the Planning and Zoning Director.

All expenses of such engineer or engineering firm shall be the responsibility of the Applicant or holder of the Special Use. Leavenworth County, its officers, agents, and employees shall be held harmless from all claims, costs, liabilities, damages or expenses including costs of suits and fees and expenses for legal services on account of any damage claimed by any third party, including such claims by agents or employees of said third party arising from any approval or non-approval of any inspection.

2. Site Clearance.

Site clearance and preparation shall be conducted in accordance with law and applicable landowner agreements.

3. Field Representative.

Prior to the start of and continuously throughout the construction and site restoration, Applicant shall designate a field representative responsible for overseeing compliance with the conditions of the Special Use. Such representative shall be accessible by telephone during normal business hours. The address, phone number and emergency phone number of such representative shall be provided to the Emergency Managements Director, Planning and Zoning Director and 911 Emergency Services. Applicant shall notify the Emergency Management Director, Planning and Zoning Director and 911 Emergency Services of any change in contact information.

4. Cleanup. Applicant shall remove all waste and scrap that is the product of construction, operation, restoration, and maintenance from the site and properly dispose of it upon the completion of each task. Any land restoration shall be done in a manner that is consistent with the terms of the lease agreement executed between the Applicant and the landowner.

L. Decommissioning/Restoration/Abandonment/Financial Security.

1. Decommissioning Agreement.

Applicant shall enter into a Decommissioning Agreement with the Board of County Commissioners before any construction begins. Compliance with the Plan shall, at all times, be a condition of the Special Use whether or not explicitly listed in any document reflecting the agreement. The Plan shall describe the manner in which the BESS improvements will be

dismantled and removed from the site within 18 months of the abandonment or the end of the useful life of the BESS or of such improvement and shall require the removal of all above-ground components of the BESS. Foundations shall be removed to a depth of at least 4 feet below grade and the area refilled with soil which is reasonably similar in quality, structure, and fertility to that of the original excavation and up to the landowner's satisfaction. Access roads shall be removed in accord with the terms of the property owners' lease agreements.

2. Abandonment.

The BESS shall be deemed abandoned at the end of a one-year period following the mailing by certified mail of written notice of abandonment to the BESS owner of record sent when a BESS does not store or provide electrical energy for distribution and there is no demonstrated plan to restore the equipment to operating condition. The Board of County Commissioners may require the current Special Use holder to decommission any abandoned BESS or may undertake such decommissioning with the proceeds of the escrow account, surety bond or insurance policy or otherwise at the expense of the last approved holder of the Special Use.

3. Financial Security. In accord with the Decommissioning agreement, Applicant shall submit an Escrow Account/Surety Bond/Insurance Policy or other approved financial security agreement at the time and in the amount specified in the Decommissioning Agreement in order to guarantee removal of all equipment and to restore the site, as near as possible, to its preBESS topography, topsoil quality and to generally guarantee compliance with the Decommissioning Plan at the end of the project's life or in the event of abandonment of the BESS.

M. Operational Requirements for BESS Special Uses.

1. Hazardous Materials.

Lubricants and/or hazardous material located on the premises shall be kept and transported in accordance with all state and federal regulations.

2. Visual Impact.

Applicant shall take reasonable measures such as planting trees, install fencing, etc. to mitigate specific adverse visual impacts affecting residences within or immediately adjacent to the BESS Special Use area.

3. Electromagnetic Interference.

Applicant shall conduct a microwave beam path survey and take such other actions necessary to comply with FCC requirements regarding electromagnetic interference.

4. Extraordinary Event Response.

Upon an occurrence of an extraordinary event, the Applicant or Operator shall notify the Emergency Management Director and the Planning and Zoning Director of such event and, if the event is deemed to be a possible threat to public safety immediately notify the Leavenworth County Sheriff. Extraordinary events include damaged storage containers, fire, explosion, collector-feeder line failure, injured worker or citizen, or kills or damages to threatened or endangered species. In the event of any extraordinary endangered species mortality, the

Applicant or Operator shall notify Kansas Department of Wildlife, Parks and Tourism and the U.S. Fish and Wildlife Service as required by law. 12

5. Financial Security.

In accord with the Decommissioning agreement, Applicant shall submit an Escrow Account/Surety Bond/Insurance Policy or other approved financial security agreement at the time and in the amount specified in the Decommissioning Agreement in order to guarantee removal of all equipment and to restore the site, as near as possible, to its preBESS topography, topsoil quality and to generally guarantee compliance with the Decommissioning Plan at the end of the project's life or in the event of abandonment of the BESS.

N. Transfer of Special Use.

Transfers of BESS Special Use Permits shall be in accordance with the approved Development Agreement. If the Special Use is to be transferred from the BESS owner/operator (first party) to a different BESS owner/operator (second party), said transfer must first be approved by the Board of County Commissioners. First party shall inform the second party of all requirements of the BESS Special Use. The second party or new holder of the Special Use shall meet all requirements of the BESS Special Use. The County Commissioners may direct the Administrator and/or a designated person to field inspect the BESS Special Use project to determine current compliance with required conditions. A transfer fee of \$5,000.00 shall be paid to the County to compensate for work related to the transfer.

O. Proof of Insurance.

Applicant shall indemnify and hold County harmless from and against any and all claims demands, suits and losses to the extent arising out of, relating to, or resulting from or in connection with the negligent action or omission of applicant or its contractors or assigns during the development, construction, or operation of applicant's BESS project located in Leavenworth County, Kansas. Notwithstanding the foregoing, in no event shall applicant, its contractors or assigns (or any of their respective affiliates, members, shareholders, officers, directors, agents, or employees) be liable for consequential, incidental, indirect, special, exemplary, or punitive damages.

During the construction phase of the project, Applicant or its main contractor shall, at their own expense, maintain the following insurance policies:

(a) Commercial General Liability Insurance. Applicant or its main contractor shall maintain Commercial General Liability Insurance for the BESS project on an "occurrence" basis, including coverage for: Premises and Operations Liability; Explosion, Collapse and Underground Damage Liability; Personal Injury Liability; Broad Form Property Damage Liability; Broad Form Contractual Liability supporting Applicant's indemnification agreements in favor of the additional insureds; Completed Operations and Products Liability for a period of one (1) year following the date of final completion of the BESS project; and **Independent Contractor's Protective Liability. Such policy shall have primary coverage limits of One Million Dollars (\$1,000,000.00) for injuries or death to one or more persons or damage to property** 13 resulting from any one occurrence and a **Two Million Dollars (\$2,000,000.00) aggregate limit.**

(b) Commercial Automobile Liability Insurance. Applicant or its main contractor shall maintain Commercial Automobile Liability Insurance, including coverage for owned, non-owned, rented, leased, and hired automobiles for both bodily injury and property damage in accordance with state legal requirements, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident with respect to bodily injury, property damage or death.

(c) Umbrella Excess Liability Insurance. Applicant or its main contractor shall maintain Umbrella Excess Liability Insurance with a limit of Twenty-Five Million Dollars (\$25,000,000.00) per occurrence and annual aggregate limit of Twenty-Five Million Dollars (\$25,000,000.00) with Completed Operations and Products Liability coverage, which coverage shall remain in effect for one (1) year after the date of final completion of the BESS project.

(d) Workers' Compensation and Employer's Liability Insurance. Applicant or its main contractor shall maintain Workers' Compensation Insurance with statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability of not less than (i) One Million Dollars (\$1,000,000.00) for bodily injury by accident, each accident, (ii) One Million Dollars (\$1,000,000.00) for bodily injury by disease, each employee, and (iii) One Million Dollars (\$1,000,000.00) aggregate liability for disease.

After construction is complete and during the operational phase of the project, Applicant shall maintain the insurance policies provided above, except that the limits of the Umbrella Excess Liability Insurance may be reduced to a lower figure if approved by the Board of County Commissioners.

Datacenter Potential Property Tax Impact and Community Benefit

Data Center Estimated Valuation

- No buildings have been built, and no building plans have been submitted.
- Estimates based solely on listing of existing data centers in the Kansas City area in Kansas and Missouri, values can vary if building type and quality is different than what has been built at those locations.
- Estimates do not include computer servers and equipment.
- Clay County Missouri Meta data center. One completed building, year built 2022, 978,114 square feet, value \$459,606,800, \$469.89 per square foot.
- Johnson County KS, data center, year built 2015, 192,248 square feet, value \$79,979,860, \$416.02 per square foot.

Data Center Estimated Valuation Continued

Value estimates are based on the Marshall and Swift Occupancy 497 Computer Center, for 1,000,000 square foot data centers.

	Class A Construction, Excellent Quality	Class C Construction, Very Good Quality
Appraised	\$452,031,790	\$313,057,990
Value Per SQ FT	\$452.03	\$313.06
Assessed Value	\$113,007,947	\$78,264,498
Current Mil Levy	124.399	124.399
Taxes	\$14,058,076	\$9,736,025

Leavenworth County Valuation by Property Classification

Property Classification	Value	% of County
Residential	\$880,047,524	78.61%
Commercial	\$119,711,000	10.69%
Public Utility	\$68,497,416	6.12%
Ag/Ag Improvement	\$30,795,351	2.75%
Million SQFT Data Center	\$103,750,000	8.63%

Top 10 Counties Valuation Comparison

County	Population	Total Taxable Value	Residential Value %	Comercial Value %	Tax Per Capita	% of Tax to County
Johnson	642,980	\$15,999,229,301	70.20%	26.38%	\$2,827	15.23%
Sedgwick	542,480	\$6,962,598,977	63.76%	28.81%	\$1,549	24.18%
Shawnee	178,992	\$2,320,638,514	63.36%	25.11%	\$1,898	33.09%
Wyandotte	171,324	\$2,226,731,711	55.10%	37.16%	\$2,086	21.30%
Douglas	120,901	\$2,105,331,840	69.03%	19.81%	\$2,179	32.75%
Leavenworth	84,836	\$1,119,524,229	78.61%	10.69%	\$1,637	30.54%
Riley	73,124	\$848,605,157	69.08%	22.21%	\$1,702	25.86%
Butler	69,842	\$1,099,153,981	60.12%	18.75%	\$2,228	21.31%
Reno	61,708	\$742,758,749	51.18%	22.02%	\$1,836	23.32%
Saline	53,440	\$719,730,820	57.93%	26.38%	\$1,711	31.37%

Potential Ad Valorem Taxes on 1,000,000 SQFT Facility at Current Rate		
\$415/SQFT Appraised	Outside City Limits	Inside City Limits
County	\$3,853,703	\$3,853,703
City	\$0	\$4,106,253
School District	\$6,292,468	\$6,292,468
Rec Commission	\$495,600	\$495,600
Township	\$437,574	
Fire District #2	\$397,203	
N.E. KS Library	\$124,933	
County Local Roads	\$929,353	
Total	\$12,530,833	\$14,748,024

District	Current Appraised Value	Appraised Value With DC	Increase %
Leavenworth County	\$1,170,102,884	\$1,273,352,884	8.82%
City	\$80,760,411	\$184,010,411	127.85%
School District General	\$179,704,557	\$282,954,557	57.46%
Rec Commission	\$179,704,557	\$282,954,557	57.46%
Township (no change if annexed)	\$47,083,369	\$98,708,369	109.65%
Fire District (no change if annexed)	\$99,984,445	\$151,609,445	51.63%
County LSR (no change if annexed)	\$466,660,663	\$569,910,663	22.13%

Ad Valorem Levy Before and After

Tax District	Current Mill Levy	Levy required with new Valuation	Reduced %
County	37.324	34.298	-8.11%
City	39.77	17.455	-56.11%
School District	60.944	38.706	-36.49%
Rec Commission	4.8	3.048	-36.49%
Total	142.838	93.506	-34.54%

Property Tax Savings Per Household with Data Center

2026 Home Valuation	\$250,000	\$500,000	\$750,000
Countywide non-rural savings per home	\$87	\$174	\$261
Countywide rural savings if not annexed	\$134	\$268	\$402
Tonganoxie City savings if annexed	\$1,418	\$2,837	\$4,255
Tonganoxie Township savings if not annexed	\$957	\$1,915	\$2,872
Tonganoxie Township savings if annexed	\$824	\$1,647	\$2,471
Reno Township savings if not annexed	\$901	\$1,821	\$2,732
Reno Township savings if annexed	\$824	\$1,647	\$2,471

Community Impact Fund

One-time upfront payment upon approval of a Development Agreement (\$4,300,000)

- Pre Construction Mill and Overlay of CR#1 \$900,000
- Pre-construction mill and overlay of 222nd \$200,000
- Turning lanes on CR#1 And 222nd \$600,000
- Road improvement impact countywide in other districts \$2,000,000
- Transportation and Wastewater study \$600,000

One-time funding during construction paid at project letting (\$13,500,000)

- Improve to hard surface KS Ave. from 222nd to 214th \$3,200,000
- Improve to hard surface 214th Street from KS Ave. to Hemphill \$6,300,000
- Improve Hemphill Road from 214th to CR#1 \$3,200,000
- Intermittent repair of CR#1 throughout construction \$800,000

One-time post construction paid at project letting (\$4,600,000)

- CR#1 mill and overlay from 24/40 to I-70 \$1,000,000
- Rebuild 222nd street from KS Ave. to CR#1 \$3,600,000

Development Agreement Requirements

- An agreement that if the appraised value of the facility drops below \$400 per square foot on buildings, or the taxes collected drop below an assessed valuation of \$100 per square foot, an impact fee equivalent to the shortage will be paid into the impact fund and dispersed for county services to offset the reduction. If the property is annexed into the city an annual offset for the Local Service Road Fund will be paid into the Impact Fund and dispersed equally per Commission District for road improvements.

County Proposed Community Benefit Fund

- A community Benefit Fund will be established to provide impactful annual investment for services like social services, mental health, energy savings projects, county museums, 4-H, County Fair, Soil Conservation, Extension Services, Council on Aging, Economic Development and other programs as identified by the Board of County Commissioners. The annual contribution will be \$2 per square foot of approved building permits but will be no less than \$2,000,000 per year. The initial funding to start upon approval of a Development Agreement.