

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 21, 2023
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
 - a) Approval of the minutes of the budget hearing of June 13, 2023
 - b) Approval of the minutes of the meeting of June 14, 2023
 - c) Approval of the minutes of the budget hearings of June 14, 2023

- d) Approval of the schedule for the week June 19, 2023
- e) Approval of the check register
- f) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

a) Consider a motion to approve Resolution 2023-14, pursuant to K.S.A. 8-2002, K.S.A. 8-1560 and K.S.A. 19-101 declaring a reasonable maximum speed limit on non-hard surface roads and establishing signage posting procedures on roads under jurisdiction and control of Leavenworth County, Kansas; repealing Resolution 1998-26 and all prior resolutions regarding maximum speed limit on non-hard surface county roads.

b) Vacation of dedicated but unopened road right of way

- **OPEN PUBLIC HEARING**
- **CLOSED PUBLIC HEARING**
- **Consider a motion to vacate an used section of State Road commonly known as the Leavenworth-Lawrence Road pursuant to K.S.A. 68-102 and find that the road right of way shown on the documents presented no longer serves as a public utility due to the relocation of the public roadway, non-use and lack of any foreseeable use as a public roadway and should be vacated. Further, that all notice required by K.S.A. 68-102a has been provided.**

c) Consider a motion to approve Sands Construction for the Cushing Building parking lot construction and improvements.

d) Consider a motion to approve a road improvement agreement setting out necessary improvements and maintenance for all proposed haul roads.

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

- a) Executive session to discuss attorney/client privilege
- b) Discussion on Eagle Crossing subdivision roadways

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 19, 2023 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF JUNETEENTH

Tuesday, June 20, 2023

12:00 p.m. LCPA meeting

Wednesday, June 21, 2023

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

Thursday, June 22, 2023

Friday, June 23, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

*****June 14, 2023 *****

The Board of County Commissioners met in a regular session on Wednesday, June 14, 2023. Commissioner Kaaz, Commissioner Doug Smith, Commissioner Mike Smith, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Linda Scheer, County Clerk's Office; Helen Klinkenberg, Deputy County Clerk; Bill Noll, Infrastructure and Construction Services; Connie Harmon, Council on Aging Director; David Frese, Mayor of Tonganoxie; John Richmeier, Leavenworth Times

Residents: Sherri Grogan, Brad Owens

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Kaaz read a proclamation recognizing World Elder Abuse Awareness Day.

The Board briefly discussed the town hall meeting with Senator Tyson from June 5th.

The Board discussed the traffic on George Road.

A motion was made by Commissioner Stieben and seconded by Commissioner Mike Smith to approve a resolution to amend Leavenworth County Resolution 1998-26 to allow for temporary adjustment to speed limits and signage on Leavenworth County roadways; whereas from time to time it may be necessary to adjust traffic speed and signage on Leavenworth County roads on a temporary basis during road construction and road projects to protect the safety of the traveling public and pedestrians on county roads now therefor be it resolved 1) New section (4) shall be established under the resolved statement of the Leavenworth County Resolution 1998-26: (4) in special circumstances or during road construction projects, County, State or local during which such construction work or projects impacts are potentially impacts the safety of the traveling public or pedestrians using Leavenworth County roadways, temporary speed limits and signage may be established without the need for a traffic study to respond to safety issues in a timely manner. The Leavenworth County Board of County Commissioners may act to establish such temporary speed limits and signage. 2) A new section (5) shall be established under the resolved statement of Leavenworth County Resolution 1998-26: (5) Speed limits on the following connecting roads and routes near the KDOT K-16 project shall be immediately reduced to 25 mph and the Public Works Department shall cause signage to be displayed at each intersection to each road and route as much as is practicable on the following connecting roads and routes: George Road, Haigwood Road, Hatchell Road, 242nd Street, 235th Street, 239th Street, 243rd Street, 250th Street, 251st Street, 252nd Street and Kansas Avenue. In addition, the Public Works Department is empowered to place additional signage on other nearby roads as safety conditions dictate during the duration of the KDOT K-16 project. 3) A new section (6) shall be established under the resolved statement of Leavenworth County Resolution 1998-26: (6) Upon certification of the County Administrator in consultation with the Public Works Department that all work on the KDOT K-16 project has been completed the Leavenworth County Board of County Commissioners may act to rescind the temporary speed limits and signage.

Motion failed, 2-3 Commissioners Kaaz, Doug Smith and Culbertson voting nay.

A motion was made by Commissioner Culbertson and seconded by Commissioner Mike Smith to accept the consent agenda for Wednesday, June 14, 2023 as presented.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn as the Board of County Commissioners and convene as the Board of County Canvassers.

Motion passed, 5-0.

Helen Klinkenberg updated the Board of the results of the June 8, 2023 mail in ballot for the city of Basehor sales tax question.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to certify the results of the city of Basehor mail in ballot sales tax question.

Motion passed, 5-0.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn as the Board of County Canvassers and reconvene as the Board of County Commissioners.

Motion passed, 5-0.

Bill Noll presented a of disposable equipment to list on PurpleWave.

A motion was made by Commissioner Doug Smith and seconded by Commissioner to Mike Smith to accept the recommendation as presented to list the equipment on PurpleWave.

Motion passed, 5-0.

Commissioners Mike Smith and Stieben will speak at the League of Women Voters meeting on Saturday at the Leavenworth Public Library from 10:00 a.m. to 11:00 a.m.

Commissioner Kaaz reminded everyone of the dedication of the lynching monument at the Bethel Church on Friday at 6:30 p.m. along with the Juneteenth celebration this Saturday.

Commissioner Doug Smith will attend the Construction Continues ceremony for the new Basehor City hall this evening at 5:00 p.m. with the city council meeting following.

Commissioner Stieben spoke at the Tonganoxie Community Historical Society about railroads to their history camp.

Commissioner Culbertson attended the Leavenworth City Commission meeting. He reported the city of Easton will have fireworks this year. He also met with Representative Pat Proctor to discuss issues such as the Veteran's bill. He will participate in a Zoom meeting to discuss PILOT checks.

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

Motion passed, 5-0.

The Board adjourned at 9:52 a.m.

*****June 14, 2023 *****

The Board of County Commissioners met in budget work sessions on Wednesday, June 14, 2023. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Linda Scheer, County Clerk's Office; Judge Joan Lowdon; Steve Crossland, Court Administrator; Andy Dedeke, Leavenworth County Sheriff; Todd Thompson, County Attorney; David Van Parys, Senior County Counselor; Janice Van Parys, Treasurer; Monica Swigart, Human Resources Administrator; Tammy Saldivar, Solid Waste Director; Jamie Miller, EMS/Health Dept Director; Aaron Yoakam, Buildings and Grounds Director; Bob Weber, County Appraiser; Tom Cole, Economic Development Administrator; John Richmeier, Leavenworth Times

The Board discussed the budget for District Court.

The Board discussed the budget for the Leavenworth County Sheriff to include 911 dispatch.

The Board discussed the budget for the Register of Deeds.

The Board discussed the budget for the County Attorney.

The Board discussed the budget for the Treasurer.

The Board discussed the budget for Human Resources.

The Board recessed at 11:44 a.m.

The Board resumed budget hearings at 12:30 p.m.

The Board discussed the budget for Solid Waste.

The Board discussed the budget for EMS and the Health Department.

The Board discussed the budget for the County Counselor to include the Coroner.

The Board discussed the budget for Buildings and Grounds to include the Sewer Districts.

The Board discussed the budget for the County Appraiser.

The Board discussed the budget for the Board of County Commissioners, Economic Development and outside agencies.

The Board ended hearings at 3:04 p.m.

*****June 13, 2023 *****

The Board of County Commissioners met in a budget work sessions on Tuesday, June 13, 2023. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Janet Klasinski, County Clerk; Connie Harmon, Council on Aging Director; Larry Malbrough, Information Systems Director; Jamie VanHouten, Community Corrections Director; John Jacobson, Planning and Zoning Director; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

The Board discussed the budget for Council on Aging.

The Board discussed the budget for the County Clerk to include Elections.

The Board discussed the budget for Information Systems.

The Board discussed the budget for Community Corrections.

The Board discussed the budget for Planning and Zoning.

The Board discussed the budget for Public Works to include GIS, Road and Bridge and Noxious Weed.

The Board ended hearings at 11:56 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, June 26, 2023

Tuesday, June 27, 2023

12:00 p.m. MARC meeting

Wednesday, June 28, 2023

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

Thursday, June 29, 2023

Friday, June 30, 2023

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 06/10/2023 END DATE: 06/16/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#				
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-001-5-53-215	4013-01994 NOX WEED UNIFORM RE	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-001-5-53-215	4013-01994 NOX WEED UNIFORM RE	79.46	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-001-5-53-215	4013-01994 NOX WEED UNIFORM RE	79.46	
								*** VENDOR 4120 TOTAL	238.38
20588	ADVANTAGE	ADVANTAGE PRINTING	334885	103568 AP	06/16/2023	3-001-5-06-218	108 BUSINESS CARDS - PLANNING	58.50	
20588	ADVANTAGE	ADVANTAGE PRINTING	334885	103568 AP	06/16/2023	3-001-5-06-218	108 BUSINESS CARDS - PLANNING	11.45	
20588	ADVANTAGE	ADVANTAGE PRINTING	334885	103568 AP	06/16/2023	3-001-5-19-301	ACCT 98 BUSINESS CARDS (AA)	65.00	
								*** VENDOR 20588 TOTAL	134.95
282	AITKENS	AITKENS CONTRACTING LLC	334887	103570 AP	06/16/2023	3-001-5-31-290	IRRIGATION REPAIRS AT CTHSE	127.50	
689	ANDREW COUNTY	ANDREW COUNTY	334889	103572 AP	06/16/2023	3-001-5-07-359	BOARDING OF INMATE - 7 DAYS EN	350.00	
696	BARKLEY ASPHALT	BARKLEY ASPHALT CO INC	334890	103573 AP	06/16/2023	3-001-5-21-300	MILL/OVERLAY,PATCHING HEALTH D	100,000.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	334892	103575 AP	06/16/2023	3-001-5-33-266	711 MARSHALL IINSPECTION 2 VER	90.00	
104	BOILER	OFFICE OF THE STATE FIRE MARSH	334892	103575 AP	06/16/2023	3-001-5-33-266	711 MARSHALL IINSPECTION 2 VER	90.00	
								*** VENDOR 104 TOTAL	180.00
1065	BTX	BTX KS, INC	334896	103579 AP	06/16/2023	3-001-5-07-219	INMATE X-RAYS	546.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	334897	103580 AP	06/16/2023	3-001-5-18-301	3773122 LABEL MEDIA	41.59	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	335081	103762 AP	06/15/2023	3-001-5-05-215	2062-0317B24244305 GAS SERVICE	17.20	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	334898	103581 AP	06/16/2023	3-001-5-14-220	20642-12019039952305 GAS SERVI	911.24	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	334898	103581 AP	06/16/2023	3-001-5-32-392	20642-12019296502305 GAS SERVI	1,195.46	
								*** VENDOR 5637 TOTAL	2,123.90
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	5,767.50	
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	555.00	
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY	141.48	
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY 18JC1	2,100.00	
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY 18JC1	105.00	
164	COLGAN LAW FIRM	COLGAN LAW FIRM LLC	334899	103582 AP	06/16/2023	3-001-5-09-231	COURT APPOINTED ATTORNEY 18JC1	28.35	
								*** VENDOR 164 TOTAL	8,697.33
30147	COMMERCE BANK	COMMERCE BANK	334900	103583 AP	06/16/2023	3-001-5-07-303	ATTN BRENT MUELLER - INMATE TR	86.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-02-212	IRON MOUNTAIN SHREDDING APRIL/	32.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-02-212	IRON MOUNTAIN SHREDDING APRIL/	32.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-05-215	TONGANOXIE WATER EMS 9102	70.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-07-208	WASTE MGMT - SHERIFF DUMPSTER	583.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-07-210	AT&T SHF 1313	295.44	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-11-205	KTA -COUNTY ATTORNEY	5.20	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-14-220	TONGANOXIE WATER 725 LAMING	63.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-14-228	KS DEPT OF ADMIN:BUDGET WORKSH	150.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-14-247	IRON MOUNTAIN SHREDDING APRIL/	27.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-14-247	IRON MOUNTAIN SHREDDING APRIL/	24.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-18-213	SPECTRUM - COUNTY ACCESS	134.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-19-220	IRON MOUNTAIN SHREDDING APRIL/	151.02	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-19-220	IRON MOUNTAIN SHREDDING APRIL/	174.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-23-209	COSTAR REALTY DATABASE/ANALYTI	424.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-28-301	IRON MOUNTAIN SHREDDING APRIL/	14.98	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-001-5-28-301	IRON MOUNTAIN SHREDDING APRIL/	14.98	
								*** VENDOR 648 TOTAL	2,198.44
5362	DIAMOND DRUGS	DIAMOND DRUGS, INC	334906	103589 AP	06/16/2023	3-001-5-07-219	KSLV INMATE PRESCRIPTIONS - MA	11,861.07	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-001-5-06-222	FBN4760329 JUNE VEHICLE LEASE	266.28	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-001-5-11-253	FBN4760329 JUNE VEHICLE LEASE	413.25	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-001-5-31-230	FBN4760329 JUNE VEHICLE LEASE	1,399.77	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-001-5-41-271	FBN4760329 JUNE VEHICLE LEASE	1,771.33	
								*** VENDOR 516725 TOTAL	3,850.63
1011	FEDEX	FEDEX	334910	103593 AP	06/16/2023	3-001-5-19-302	2389-5871-7 DIST CT TRANSPORTA	38.24	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

START DATE: 06/10/2023 END DATE: 06/16/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
99	JUROR									
							*** VENDOR	99 TOTAL		1,907.08
6636	KANSAS GAS	KANSAS GAS SERVICE	335084	103765 AP	06/15/2023	3-001-5-05-215	510614745 2015657 27 GAS TRANS		97.99	
8661	KANSAS SECURED-LV	KANSAS SECURED TITLE - LEAVENW	334966	103649 AP	06/16/2023	3-001-5-09-233	2023 LEAV CO TAX SALE SEARCHES		6,860.00	
697	KARPEL	KARPEL COMPUTER SYSTEMS INC	334968	103651 AP	06/16/2023	3-001-5-11-210	PBK SOFTWARE LICENSES 50%		26,125.00	
1842	KONE INC	KONE INC	334969	103652 AP	06/16/2023	3-001-5-31-220	N40131062 ELEVATOR MAINT - MAY		129.86	
1842	KONE INC	KONE INC	334969	103652 AP	06/16/2023	3-001-5-32-262	N40131062 ELEVATOR MAINT - MAY		519.46	
1842	KONE INC	KONE INC	334969	103652 AP	06/16/2023	3-001-5-33-262	N40131062 ELEVATOR MAINT - MAY		1,179.86	
							*** VENDOR	1842 TOTAL		1,829.18
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-001-5-02-301	2 PACKS ADDING MACHINE TAPE		29.28	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES		2,383.32	
							*** VENDOR	4755 TOTAL		2,412.60
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-01-212	30360 LEGAL PUB RES 2023-10 FD		48.33	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES		11.18	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES		10.98	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES		13.18	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES		10.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES		10.58	

warrants by vendor

START DATE: 06/10/2023 END DATE: 06/16/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES	10.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES	10.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES	10.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-06-218	21250 VARIOUS MISSED INVOICES	5.39	
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-001-5-41-214	23861 JOB AD (APPRAISER)	36.50	
							*** VENDOR	537 TOTAL	179.26
61	MIAMI CO DIST CT	DISTRICT COURT OF MIAMI COUNTY	334977	103660 AP	06/16/2023	3-001-5-19-222	ATTY FEE MI2022CT036	60.00	
2666	MISC REIMBURSEMENTS	KEVIN DIDDE	334978	103661 AP	06/16/2023	3-001-5-07-211	REIM MILAGE - BF TRAINING (OLA	115.28	
2666	MISC REIMBURSEMENTS	HELEN KLIKENBERG	334983	103666 AP	06/16/2023	3-001-5-49-343	REIM MILEAGE - PU BASEHOR CITY	89.08	
2666	MISC REIMBURSEMENTS	JEREMY WAGNER	334979	103662 AP	06/16/2023	3-001-5-53-202	REIMB APPLICATOR EXAM FEE 9A	45.00	
							*** VENDOR	2666 TOTAL	249.36
4583	MURRFIELD	MURRFIELD FARM SUPPLY	334984	103667 AP	06/16/2023	3-001-5-53-305	1252 CHEMICALS	21,292.80	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	334984	103667 AP	06/16/2023	3-001-5-53-305	1252 CHEMICALS	11,769.60	
4583	MURRFIELD	MURRFIELD FARM SUPPLY	334984	103667 AP	06/16/2023	3-001-5-53-305	1252 CHEMICALS	10,314.00	
							*** VENDOR	4583 TOTAL	43,376.40
1280	POSTMASTER	U S POSTMASTER	334987	103670 AP	06/16/2023	3-001-5-49-343	POSTAGE FOR MAIL BALLOTS RETUR	1,186.20	
26	REVIZE	REVIZE LLC	334991	103674 AP	06/16/2023	3-001-5-18-254	ANNUAL WEB SERVICES	5,900.00	
22331	ROTH JOSEP	JOSEPH ROTH	334992	103675 AP	06/16/2023	3-001-5-41-270	2023 COMM'L APPRAISALS - FINAL	1,600.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	334993	103676 AP	06/16/2023	3-001-5-31-212	204513 PEST CONTROL SERVICES J	601.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	334993	103676 AP	06/16/2023	3-001-5-32-211	204513 PEST CONTROL SERVICES J	85.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	334993	103676 AP	06/16/2023	3-001-5-33-211	204513 PEST CONTROL SERVICES J	125.00	
							*** VENDOR	915 TOTAL	811.00
694	STRUNK PUBLISHING	ARK CITY NEWS	334994	103677 AP	06/16/2023	3-001-5-19-217	LEGAL NOTICE 2022JC 113 (4/13,	130.56	
248	SUMMIT FOOD	ELIOR, INC	334995	103678 AP	06/16/2023	3-001-5-07-261	C74100 INMATE MEALS	5,769.59	
248	SUMMIT FOOD	ELIOR, INC	334995	103678 AP	06/16/2023	3-001-5-07-261	C74100 INMATE MEALS	5,818.62	
248	SUMMIT FOOD	ELIOR, INC	334995	103678 AP	06/16/2023	3-001-5-07-261	C74100 INMATE MEALS	5,931.75	
248	SUMMIT FOOD	ELIOR, INC	334995	103678 AP	06/16/2023	3-001-5-07-261	C74100 INMATE MEALS	5,879.44	
							*** VENDOR	248 TOTAL	23,399.40
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES, LLC	334996	103679 AP	06/16/2023	3-001-5-07-262	GRP 6790-CONTRACT Q-90678	50,000.00	
376	SYMMETRY	ATHENS ENERGY SERVICES HOLDING	334997	103680 AP	06/16/2023	3-001-5-33-392	413714 711 MARSHALL GAS SERVIC	109.46	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	335000	103683 AP	06/16/2023	3-001-5-19-214	100492 FILE RETRIEVAL	96.40	
3510	UNIFORM ALLOWANCES								

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

3510 UNIFORM ALLOWANCES

P.O.NUMBER CHECK#

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#								
3510	UNIFORM ALLOWANCES							*** VENDOR	3510 TOTAL	9,280.00	
2007	WIRENUTS	WIRENUTS	335078	103761 AP	06/16/2023	3-001-5-07-359	INTALL NEW HD CAM IN JAIL BOOK		871.59		
									TOTAL FUND 001	325,351.52	
696	BARKLEY ASPHALT	BARKLEY ASPHALT CO INC	334890	103573 AP	06/16/2023	3-108-5-00-403	MILL/OVERLAY,PATCHING HEALTH D		10,000.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-108-5-00-219	AT&T HEALTH DEPT		164.96		
									TOTAL FUND 108	10,164.96	
24545	CDW GOVERN	CDW GOVERNMENT INC	334897	103580 AP	06/16/2023	3-115-5-00-409	3773122 HARDWARE/DISPLAYS		492.26		
24545	CDW GOVERN	CDW GOVERNMENT INC	334897	103580 AP	06/16/2023	3-115-5-00-409	3773122 HARDWARE/DISPLAYS		210.39		
									*** VENDOR	24545 TOTAL	702.65
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-115-5-00-423	FBN4760329 JUNE VEHICLE LEASE		24,119.68		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-115-5-00-434	FBN4760329 JUNE VEHICLE LEASE		18,694.39		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-115-5-00-436	FBN4760329 JUNE VEHICLE LEASE		2,612.24		
									*** VENDOR	516725 TOTAL	45,426.31
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-115-5-00-423	LEAV01 MAY GEOLOCATING SERVICE		114.31		
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-115-5-00-434	LEAV01 MAY GEOLOCATING SERVICE		538.89		
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-115-5-00-436	LEAV01 MAY GEOLOCATING SERVICE		207.57		
									*** VENDOR	243 TOTAL	860.77
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	334996	103679 AP	06/16/2023	3-115-5-00-408	GRP 6790-CONTRACT Q-90678		90,162.85		
									TOTAL FUND 115	137,152.58	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-126-5-00-225	IRON MOUNTAIN SHREDDING APRIL/		36.75		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-126-5-00-221	FBN4760329 JUNE VEHICLE LEASE		14.77		
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-126-5-00-221	LEAV01 MAY GEOLOCATING SERVICE		16.33		
7098	QUILL CORP	QUILL CORP	334989	103672 AP	06/16/2023	3-126-5-00-223	5645204 CHAIRS		3,023.84		
									TOTAL FUND 126	3,091.69	
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	334904	103587 AP	06/16/2023	3-127-5-00-3	1220762 WATER/COOLER RENTAL		42.00		
									TOTAL FUND 127	42.00	
7158	A-1 RENTAL	A-1 RENTAL	334883	103566 AP	06/16/2023	3-133-5-00-214	6-8 MONTHLY TOILET RENTALS		220.00		
7158	A-1 RENTAL	A-1 RENTAL	334883	103566 AP	06/16/2023	3-133-5-00-214	6-8 MONTHLY TOILET RENTALS		110.00		
									*** VENDOR	7158 TOTAL	330.00
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-215	6-9 4013-01993 UNIFORM RENTALS		227.23		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-215	6-9 4013-01993 UNIFORM RENTALS		227.23		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-215	6-9 4013-01993 UNIFORM RENTALS		233.64		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-312	6-9 4013-01993 UNIFORM RENTALS		194.25		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-312	6-9 4013-01993 UNIFORM RENTALS		194.25		
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-133-5-00-312	6-9 4013-01993 UNIFORM RENTALS		197.20		
									*** VENDOR	4120 TOTAL	1,273.80
18634	AMERICAN E	AMERICAN EQUIPMENT CO	334888	103571 AP	06/16/2023	3-133-5-00-360	6-10 PIN, UNDERCOVER HARD COVE		246.21		
18634	AMERICAN E	AMERICAN EQUIPMENT CO	334888	103571 AP	06/16/2023	3-133-5-00-360	6-10 PIN, UNDERCOVER HARD COVE		1,720.75		
									*** VENDOR	18634 TOTAL	1,966.96
25797	BERRY TRAC	BERRY TRACTOR & EQUIPMENT	334891	103574 AP	06/16/2023	3-133-5-00-360	6-11 066692 OIL AND FUEL FILTE		886.65		
4136	BRANDT FAB	BRANDT FABRICATING	334895	103578 AP	06/16/2023	3-133-5-00-360	6-12 RELAY KIT X3		526.77		
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	334898	103581 AP	06/16/2023	3-133-5-00-304	6-34 20642-5600012305 GAS SVC		117.26		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-133-5-00-210	6-2 AT&T MOBILITY - PW/TOM COL		466.27		
2533	COMMERCIAL INDUSTRIA	COMMERCIAL INDUSTRIAL SUPPLY C	334902	103585 AP	06/16/2023	3-133-5-00-207	6-13 SUMMER PM SVC, FURNACE CL		564.00		
571	CONTECH	QUIKRETE HOLDINGS	334903	103586 AP	06/16/2023	3-133-5-00-325	6-14 740886 CULVERT AND BAND		3,785.00		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-133-5-00-201	FBN4760329 JUNE VEHICLE LEASE		4.60		

warrants by vendor

START DATE: 06/10/2023 END DATE: 06/16/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	334912	103595 AP	06/16/2023	3-133-5-00-360	6-16 016993	COTTER PIN, EXTEND	189.39	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	334912	103595 AP	06/16/2023	3-133-5-00-360	6-16 016993	COTTER PIN, EXTEND	42.92	
								*** VENDOR	2588 TOTAL	232.31
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-133-5-00-361	6-18 300467	WASHED FILTER	3,055.99	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-133-5-00-361	6-18 300467	WASHED FILTER	5,483.61	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-133-5-00-361	6-18 300467	WASHED FILTER	5,490.16	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-133-5-00-361	6-18 300467	WASHED FILTER	3,655.94	
								*** VENDOR	434 TOTAL	17,685.70
3621	HERITAGE-CRYSTAL CLE	HERITAGE-CRYSTAL CLEAN,LLC	334916	103599 AP	06/16/2023	3-133-5-00-310	6-19 74217	DRUM MOUNT 30 GALLO	866.41	
250	INLAND TRUCK	INLAND TRUCK PARTS & SERVICE	334919	103602 AP	06/16/2023	3-133-5-00-360	6-21 054373	PTO SHAFT ASSY,END	480.81	
8408	KANSAS STA	KANSAS STATE HISTORICAL SOCIET	334967	103650 AP	06/16/2023	3-133-5-00-327	6-22	SURVEY REFERENCE REPORTS	76.00	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	58,286.16	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	59,603.50	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	10,348.30	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	50,498.93	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	62,625.72	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	23,789.54	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	34,315.50	
1351	LEAV ASPHALT	LEAVENWORTH ASPHALT MATERIALS	334972	103655 AP	06/16/2023	3-133-5-00-362	6-24 495	BM2	58,989.98	
								*** VENDOR	1351 TOTAL	358,457.63
461	LEAV CO CO	LEAV CO COOP	334973	103656 AP	06/16/2023	3-133-5-00-304	6-5 DIESEL, UNLEADED, FLUIDS/L		45,232.44	
461	LEAV CO CO	LEAV CO COOP	334973	103656 AP	06/16/2023	3-133-5-00-310	6-5 DIESEL, UNLEADED, FLUIDS/L		2,148.80	
								*** VENDOR	461 TOTAL	47,381.24
537	LEAV TIMES	CHERRYROAD MEDIA INC	334975	103658 AP	06/16/2023	3-133-5-00-208	6-25 30313	PUBLICATION OF BID	10.19	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	474.14-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	43.32	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	1,694.18	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	162.90	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	176.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	137.88-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	599.21	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	311.65	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	1,500.18	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	2,275.00	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	4,661.85	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	288.04	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	159.91	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	142.98	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	1,779.78	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	190.99	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	1,496.85	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	775.86-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	344.83-	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	255.25	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	108.18	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	51.43	
232	MHC KENWORTH	MHC KENWORTH-OLATHE	334976	103659 AP	06/16/2023	3-133-5-00-360	6-26 95988	GASKETS, FILTERS, CLA	72.09-	
								*** VENDOR	232 TOTAL	14,092.90
2666	MISC REIMBURSEMENTS	CHANDLER ELLIOTT	334980	103663 AP	06/16/2023	3-133-5-00-203	6-156	REIM CDL LICENSE	53.75	
2666	MISC REIMBURSEMENTS	SCOTT HOELTING	334982	103665 AP	06/16/2023	3-133-5-00-203	6-20	REIMB CDL LICENSE	26.75	
2666	MISC REIMBURSEMENTS	DAN KOCH	334981	103664 AP	06/16/2023	3-133-5-00-206	6-23	REIMB DOT PHYSICAL	70.00	
								*** VENDOR	2666 TOTAL	150.50

START DATE: 06/10/2023 END DATE: 06/16/2023

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O. NUMBER	CHECK#							
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-312	6-7 19615 ROTERS, FILTERS+		119.90	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-312	6-7 19615 ROTERS, FILTERS+		16.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-312	6-6 19615 FILTERS, URETHANE, PL		15.29	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-312	6-6 19615 FILTERS, URETHANE, PL		29.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-312	6-6 19615 FILTERS, URETHANE, PL		29.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		292.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		37.02	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		11.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		38.16	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		34.62	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		32.97	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		169.09	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		19.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		112.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		19.82	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		137.43	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		137.43-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-7 19615 ROTERS, FILTERS+		100.00-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		41.83	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		25.44	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		74.54	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		684.03-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		17.64	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		19.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		6.35	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		56.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		58.28	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		8.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		56.68	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		26.43	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		57.44	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		79.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		13.20	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		16.86	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		120.97	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-133-5-00-360	6-6 19615 FILTERS, URETHANE, PL		26.40	
							*** VENDOR	11799 TOTAL	900.15	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334986	103669 AP	06/16/2023	3-133-5-00-309	6-28 1960724 TIRES		2,106.24	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334986	103669 AP	06/16/2023	3-133-5-00-309	6-28 1960724 TIRES		1,106.68	
							*** VENDOR	1123 TOTAL	3,212.92	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		282.63-	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		35.00-	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		165.79	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		64.58	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		322.18	
418	PREMIER TRUCK	PENSKE COMMERCIAL VEHICLES US	334988	103671 AP	06/16/2023	3-133-5-00-360	6-29 8052255000 LOCKETS, CONNEC		71.10	
							*** VENDOR	418 TOTAL	306.02	
1814	REGISTER OF DEEDS	LEAV CO REGISTER OF DEEDS	334990	103673 AP	06/16/2023	3-133-5-00-204	6-33 SURVEY DEPT RECORDING FEE		288.00	
668	TIREHUB	TIREHUB INC	334998	103681 AP	06/16/2023	3-133-5-00-309	6-30 407362 TIRES		115.51	
668	TIREHUB	TIREHUB INC	334998	103681 AP	06/16/2023	3-133-5-00-309	6-30 407362 TIRES		523.36	
668	TIREHUB	TIREHUB INC	334998	103681 AP	06/16/2023	3-133-5-00-309	6-30 407362 TIRES		817.88	
							*** VENDOR	668 TOTAL	1,456.75	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
774	VAN KEPPEL	G W VAN KEPPEL	335076	103759 AP	06/16/2023	3-133-5-00-360	6-17 BP0005100 MOUNTS, SENSOR,	2,191.93	
1241	VANCE BROS	VANCE BROS INC	335077	103760 AP	06/16/2023	3-133-5-00-303	6-32 437 SS-1H ROAD SEAL	7,486.80	
1241	VANCE BROS	VANCE BROS INC	335077	103760 AP	06/16/2023	3-133-5-00-303	6-32 437 SS-1H ROAD SEAL	6,433.65	
							*** VENDOR	1241 TOTAL	13,920.45
							TOTAL FUND 133		471,631.22

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-136-5-00-203	IRON MOUNTAIN SHREDDING APRIL/	10.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-136-5-00-223	IRON MOUNTAIN SHREDDING APRIL/	10.95	
							*** VENDOR	648 TOTAL	21.90
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-136-5-00-221	FBN4760329 JUNE VEHICLE LEASE	269.88	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335082	103763 AP	06/15/2023	3-136-5-00-237	585467A COMM CORR PAYDOWN 26C6	5,396.86	
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335082	103763 AP	06/15/2023	3-136-5-00-238	585467A COMM CORR PAYDOWN 26C6	5,396.85	
							*** VENDOR	516725 TOTAL	11,063.59
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-136-5-00-221	LEAV01 MAY GEOLOCATING SERVICE	32.66	
							TOTAL FUND 136		11,118.15

4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-137-5-00-203	6-3 4013-01993 UNIFORM RENTALS	100.74	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-137-5-00-203	6-3 4013-01993 UNIFORM RENTALS	100.74	
4120	ACE IMAGEWEAR	AAA LAUNDRY & LINEN SUPPLY CO	334884	103567 AP	06/16/2023	3-137-5-00-203	6-3 4013-01993 UNIFORM RENTALS	100.74	
							*** VENDOR	4120 TOTAL	302.22
571	CONTECH	QUIKRETE HOLDINGS	334903	103586 AP	06/16/2023	3-137-5-00-313	6-4 740886 CULVERT	2,006.80	
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	334908	103591 AP	06/16/2023	3-137-5-00-320	6-5 48309 CASE FILTERS	833.45	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	334912	103595 AP	06/16/2023	3-137-5-00-320	6-10 016993 #29 INSTALL GRAOUN	3,619.24	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	3,749.99	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	6,857.79	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	3,982.90	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	1,313.06	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	394.87	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	286.87	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	2,515.97	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	286.68	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	960.76	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	1,167.28	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	794.74	
434	HAMM QUARR	HAMM QUARRIES	334915	103598 AP	06/16/2023	3-137-5-00-312	6-6 300467 WASHED FILTER	9,668.54	
							*** VENDOR	434 TOTAL	31,979.45
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334918	103601 AP	06/16/2023	3-137-5-00-312	6-7 218331 ROCK	680.34	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	334918	103601 AP	06/16/2023	3-137-5-00-312	6-7 218331 ROCK	1,724.89	
							*** VENDOR	369 TOTAL	2,405.23
461	LEAV CO CO	LEAV CO COOP	334973	103656 AP	06/16/2023	3-137-5-00-304	6-1 DYED DIESEL	8,278.05	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-137-5-00-320	6-2 19615 GRESE FITTINGS, MEGA	13.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	334985	103668 AP	06/16/2023	3-137-5-00-320	6-2 19615 GRESE FITTINGS, MEGA	150.48	
							*** VENDOR	11799 TOTAL	164.46
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334986	103669 AP	06/16/2023	3-137-5-00-321	6-8 1960724 TIRES	566.00	
1123	POMPMIDWEST	POMP'S TIRE SERVICE INC	334986	103669 AP	06/16/2023	3-137-5-00-321	6-8 1960724 TIRES	113.00	
							*** VENDOR	1123 TOTAL	679.00
960	TODD'S TIRE LLC	SKGFRTZ,LLC	334999	103682 AP	06/16/2023	3-137-5-00-321	6-9 TIRES	2,118.00	
							TOTAL FUND 137		52,385.90

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-138-5-00-203	IRON MOUNTAIN SHREDDING APRIL/	10.94	
							TOTAL FUND 138		10.94

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	334965	103648 AP	06/16/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	426.00		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	334965	103648 AP	06/16/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	169.96		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	334965	103648 AP	06/16/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	369.80		
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	334965	103648 AP	06/16/2023	3-144-5-00-3	PET FOOD FOR PALS PROGRAM	193.16-		
								*** VENDOR	19474 TOTAL	772.60
								TOTAL FUND 144		772.60

4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-00-301	CO ON AGING FILE FOLDERS	37.98		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-00-345	CO ON AGING CONSUMABLES	125.43		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-00-345	CO ON AGING CONSUMABLES	304.08		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-05-301	CO ON AGING CONSUMABLES	46.58		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-06-301	CO ON AGING CONSUMABLES	69.11		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-06-321	CO ON AGING CONSUMABLES	46.07		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-07-302	CO ON AGING CONSUMABLES	7.17		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	334974	103657 AP	06/16/2023	3-145-5-07-321	CO ON AGING CONSUMABLES	41.46		
								*** VENDOR	4755 TOTAL	677.88
								TOTAL FUND 145		677.88

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-146-5-00-218	IRON MOUNTAIN SHREDDING APRIL/	64.62		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	334901	103584 AP	06/16/2023	3-146-5-00-218	IRON MOUNTAIN SHREDDING APRIL/	64.62		
								*** VENDOR	648 TOTAL	129.24
								TOTAL FUND 146		129.24

516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-153-5-00-401	FBN4760329 JUNE VEHICLE LEASE	22,836.57		
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-153-5-00-401	LEAV01 MAY GEOLOCATING SERVICE	946.86		
								TOTAL FUND 153		23,783.43

243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-155-5-00-403	LEAV01 MAY GEOLOCATING SERVICE	245.31		
								TOTAL FUND 155		245.31

7158	A-1 RENTAL	A-1 RENTAL	334883	103566 AP	06/16/2023	3-160-5-00-263	JOHNNY ON THE JOB	110.00		
516725	ENTERPRISE (ACH)	ENTERPRISE FM TRUST	335079	64	06/16/2023	3-160-5-00-215	FBN4760329 JUNE VEHICLE LEASE	475.26		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	334908	103591 AP	06/16/2023	3-160-5-00-213	62824 CASE NUT LOCKS AND PADS	126.24		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	334908	103591 AP	06/16/2023	3-160-5-00-213	62824 CASE NUT LOCKS AND PADS	1,559.04		
446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	334908	103591 AP	06/16/2023	3-160-5-00-213	62824 CASE NUT LOCKS AND PADS	151.25		
								*** VENDOR	446 TOTAL	1,836.53
243	GEOTAB	GEOTAB USA INC	334914	103597 AP	06/16/2023	3-160-5-00-215	LEAV01 MAY GEOLOCATING SERVICE	32.66		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	80,597.93		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	11,165.01		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	136.35		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	137.70		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	498.84-		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	114.82-		
434	HAMM QUARR	HAMM QUARRIES	335083	103764 AP	06/15/2023	3-160-5-00-204	MAY LANDFILL CHARGES LESS OVER	1,245.95-		
								*** VENDOR	434 TOTAL	90,177.38
22605	HINCKLEY S	HINCKLEY SPRINGS	334917	103600 AP	06/16/2023	3-160-5-00-263	5869900 WATER DELIVERY SOLID W	114.41		
9271	LANSING CI	CITY OF LANSING	334971	103654 AP	06/16/2023	3-160-5-00-210	SEWER SERVICE - SOLID WASTE TR	34.80		
461	LEAV CO CO	LEAV CO COOP	334973	103656 AP	06/16/2023	3-160-5-00-304	DIESEL FUEL	786.03		
461	LEAV CO CO	LEAV CO COOP	334973	103656 AP	06/16/2023	3-160-5-00-304	DIESEL FUEL	914.81		
								*** VENDOR	461 TOTAL	1,700.84
								TOTAL FUND 160		94,481.88

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
29034	MHS	MCAFEE HENDERSON SOLUTIONS	335086	1699 AP	06/15/2023	3-171-5-05-201	6-1 HRRR 2021.046.001 TO 4.20.	6,703.64		
								TOTAL FUND 171	6,703.64	
29034	MHS	MCAFEE HENDERSON SOLUTIONS	335087	10206 AP	06/16/2023	3-172-5-00-506	ARPA184 3.3 BRIDGE E-18 TO 5.2	655.48		
								TOTAL FUND 172	655.48	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	334898	103581 AP	06/16/2023	3-195-5-00-290	20642-0321A774932305 GAS SERVI	4.91		
11982	UNIFIED GO	UNIFIED GOVERNMENT OF WYANDOTT	335001	103684 AP	06/16/2023	3-195-5-00-2	JUVENILE HOUSING MAY 2023	15,450.00		
								TOTAL FUND 195	15,454.91	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334909	103592 AP	06/16/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	145.61		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334909	103592 AP	06/16/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	36.23		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334909	103592 AP	06/16/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	28.38		
86	EVERGY	EVERGY KANSAS CENTRAL INC	334909	103592 AP	06/16/2023	3-212-5-00-2	ELEC SVC SEWER DIST 2	66.34		
								*** VENDOR	86 TOTAL	276.56
686	KRAEMER AND SONS	KRAEMER AND SONS CONSTRUCTION	334970	103653 AP	06/16/2023	3-212-5-00-2	SD#2 REPAIR GRINDER PUMP	1,928.11		
								TOTAL FUND 212	2,204.67	
696	BARKLEY ASPHALT	BARKLEY ASPHALT CO INC	334890	103573 AP	06/16/2023	3-215-5-12-201	MILL/OVERLAY/PATCHWORK-HEALTH	14,610.00		
								TOTAL FUND 215	14,610.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	334909	103592 AP	06/16/2023	3-218-5-00-2	ELEC SVC SEWER DIST 5	97.25		
								TOTAL FUND 218	97.25	
586	EBERT CONTRUCTION	EBERT CONSTRUCTION CO,INC	334907	103590 AP	06/16/2023	3-220-5-04-400	6-1 HP19 RETAINAGE RELEASED	10,000.00		
								TOTAL FUND 220	10,000.00	
2570	BOND ESCROW REFUND	DAVNIEL AND JENNIFER HAUG	334893	103576 AP	06/16/2023	3-503-5-00-2	6-1 REFUND ENTRANCE PERMIT 214	100.00		
2570	BOND ESCROW REFUND	JASON WILLEY	334894	103577 AP	06/16/2023	3-503-5-00-2	6-2 REF ENTRANCE PEMRIT MITCHE	100.00		
								*** VENDOR	2570 TOTAL	200.00
								TOTAL FUND 503	200.00	
451	AETNA	AETNA LIFE INSURANCE COMPANY	334886	103569 AP	06/16/2023	3-510-2-00-939	108798268 JUNE HEALTH INS PREM	327,000.36		
451	AETNA	AETNA LIFE INSURANCE COMPANY	334886	103569 AP	06/16/2023	3-510-2-00-939	108798268 JUNE HEALTH INS PREM	8,017.18		
451	AETNA	AETNA LIFE INSURANCE COMPANY	334886	103569 AP	06/16/2023	3-510-2-00-939	108798268 JUNE HEALTH INS PREM	784.15		
								*** VENDOR	451 TOTAL	335,801.69
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	334905	103588 AP	06/16/2023	3-510-2-00-942	JUNE DENTAL PREMIUMS	18,982.84		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	334905	103588 AP	06/16/2023	3-510-2-00-942	JUNE DENTAL PREMIUMS	27.20		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	334905	103588 AP	06/16/2023	3-510-2-00-942	JUNE DENTAL PREMIUMS	1,796.96		
1504	DELTA DENTAL OF KS	DELTA DENTAL OF KANSAS	334905	103588 AP	06/16/2023	3-510-2-00-942	JUNE DENTAL PREMIUMS	81.60-		
								*** VENDOR	1504 TOTAL	20,725.40
								TOTAL FUND 510	356,527.09	
								TOTAL ALL CHECKS	1,537,492.34	

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	325,351.52
108	COUNTY HEALTH	10,164.96
115	EQUIPMENT RESERVE	137,152.58
126	COMM CORR ADULT	3,091.69
127	COMM CORR ADULT NON GRANT	42.00
133	ROAD & BRIDGE	471,631.22
136	COMM CORR JUVENILE	11,118.15
137	LOCAL SERVICE ROAD & BRIDGE	52,385.90
138	JUV INTAKE & ASSESSMENT	10.94
144	PALS (PETS AND LOVING SENIORS	772.60
145	COUNCIL ON AGING	677.88
146	COUNTY TREASURER SPECIAL	129.24
153	PUBLIC WORKS,EQUIP.RESERVE FUND	23,783.43
155	LSR CAPITAL EQUIP RESERVE	245.31
160	SOLID WASTE MANAGEMENT	94,481.88
171	S TAX CAP RD PROJ: BONDS	6,703.64
172	AMERICAN RECOVERY PLAN	655.48
195	JUVENILE DETENTION	15,454.91
212	SEWER DISTRICT 2: TIMBERLAKES	2,204.67
215	CAPITAL IMPROVEMENTS	14,610.00
218	SEWER DIST #5	97.25
220	CAP IMPR: RD & BRIDGE	10,000.00
503	ROAD & BRIDGE BOND ESCROW	200.00
510	PAYROLL CLEARING	356,527.09
	TOTAL ALL FUNDS	1,537,492.34

Consent Agenda 6/21/23
checks dated 6/10 - 6/16

Leavenworth County Request for Board Action

Date: June 21, 2023

To: Board of County Commissioners

From: David Van Parys, Senior County Counselor

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Consideration of a Resolution declaring a reasonable maximum speed and establishing procedures for posting speed limit signage on non-hard surface roads under the jurisdiction and control of Leavenworth County.

Recommendation: Consideration of the Resolution.

Analysis: Resolution 1998-26 established a maximum speed of 35 mph on all non-hard surface roads (rock, gravel or dirt) under the jurisdiction and control of Leavenworth County. The proposed Resolution repeals the 1998 resolution and declares that 35 mph is a reasonable and safe speed on non-hard surface roads. The proposed resolution clarifies that a traffic study is required prior to posting speed limit signs on non-hard surface roads and prior to changing the speed limits on non-hard surface roads that are already posted. The Resolution allows for non-hard surface roads to be temporarily posted at 25 mph when hard surface roads are closed for an extended period and cause a significant increase in traffic on surrounding non-hard surface roads.

Alternatives: Table, Deny or Approve

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments:

Proposed Resolution

RESOLUTION NO. 2023-14

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS PURSUANT TO K.S.A. 8-2002, K.S.A. 8-1560 AND K.S.A. 19-101 DECLARING A REASONABLE MAXIMUM SPEED LIMIT ON NON-HARD SURFACE ROADS AND ESTABLISHING SIGNAGE POSTING PROCEDURES ON ROADS UNDER THE JURISDICTION AND CONTROL OF LEAVENWORTH COUNTY, KANSAS; REPEALING RESOLUTION 1998-26 AND ALL PRIOR RESOLUTIONS REGARDING MAXIMUM SPEED LIMIT ON NON-HARD SURFACE COUNTY ROADS.

WHEREAS, the Board of County Commissioners of Leavenworth County desires to declare a reasonable maximum speed limit on non-hard surface roads and establish signage posting procedures on roads under the control and jurisdiction of the Board of County Commissioners that is safe, reasonable and uniform; and

WHEREAS, the Board of County Commissioners is granted the statutory authority to enact such maximum speed limits and signage posting procedures.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, SITTING IN REGULAR SESSION, DOES HEREBY RESOLVE:

1. That 35 miles per hour is a reasonable and safe maximum speed limit on all non-hard surface roads (rock, gravel or dirt) unless special conditions exist.
2. The Department of Public Works shall cause an engineering and traffic study to be performed prior to installing maximum speed limit signage on any unposted road and prior to changing the maximum speed limit on any posted road.
3. That the Department of Public Works shall cause to be placed upon those roadways under the control and jurisdiction of the Board of County Commissioners speed limit signs showing the maximum allowable speed per hour. Placement of said signs shall be per a traffic engineering study in accordance with the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).
4. In the event that hard surface roadways are closed for an extended length of time and cause a significant increase in traffic on surrounding non-hard surface roads, the maximum speed limit on surrounding non-hard surface roads may be temporarily reduced to 25 miles per hour until the hard surface roadway is re-opened. The Department of Public Works shall cause to be placed temporarily upon those affected

non-hard surface roadways speed limit signs showing the maximum allowable speed of 25 miles per hour. Placement of said signs shall be in accordance with the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).

5. That Resolution No. 1998-26 is hereby repealed.

Staff is authorized and directed to prepare all other necessary and appropriate documentation to accomplish the intent of this Resolution.

ADOPTED the 21st day of June, 2023.

BOARD OF COUNTY COMMISSIONERS
OF LEAVENWORTH COUNTY, KANSAS

VICKY KAAZ, CHAIR

JEFF CULBERTSON, MEMBER

MIKE SMITH, MEMBER

DOUG SMITH, MEMBER

MIKE STIEBEN, MEMBER

ATTEST:

JANET KLASINSKI, CLERK

Leavenworth County Request for Board Action

Date: June 15, 2023

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll, Misty Brown, Amy Allison

From: David C. Van Parys

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Approval of the vacation of a dedicated but long unused section of State Road, also commonly known as the Leavenworth-Lawrence Road

Recommendation: Approval of vacation by finding that the section of dedicated row in question no longer serves as a public utility and that there is no such use in the foreseeable future. See attached proposed motion.

Analysis: As part of the processing of plat for a proposed subdivision (See lot 11 on attached map) a section of dedicated but long unused row was discovered. The section of row to be vacated is shown as the light grey solid bar on the attached map. That row was dedicated in 1869 and the county has long ago relocated the road. The existence of the row adversely affects the proposed subdivision by increasing the set back requirements. Public Works advises that there are no plans to open this roadway now or in foreseeable future. It has been the practice of the county to vacate dedicated but unopened row when the existence of the row adversely affects adjoining properties and there is no future contemplated use of the row for establishing an open road.

Proper notice has been published and sent by certified mail as required by K.S.A. 68-102a.

Alternatives: Leave the row as dedicated.

Budgetary Impact: None

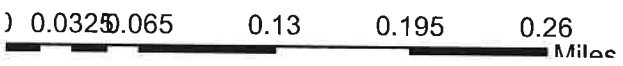
- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: N/A

Additional Attachments: (1) Proposed motion; (2) Map showing affected area; (3) Copy of Notice, and (4) Copy of letter sent to adjoining property owners

**PROPOSED LANGUAGE FOR MOTION TO APPROVE THE VACATION OF
DEDICATED BUT UNOPENED ROAD RIGHT OF WAY**

**MADAM CHAIR, I MOVE THAT THIS BOARD, PURSUANT TO K.S.A. 68-102 FIND
THAT THE ROAD RIGHT OF WAY SHOWN ON THE DOCUMENTS PRESENTED
NO LONGER SERVES AS A PUBLIC UTILITY DUE TO THE RELOCATION OF THE
PUBLIC ROADWAY, NON-USE AND LACK OF ANY FORSEEABLE USE AS A
PUBLIC ROADWAY AND SHOULD BE VACATED. FURTHER, THAT ALL NOTICE
REQUIRED BY K.S.A. 68-102a HAS BEEN PROVIDED.**



Old Leavenworth - Lawrence Road
Parcel Boundaries

Leavenworth County
GIS Services
300 Walnut Suite 030
Leavenworth, KS 66048
Ph: 913-758-6780

**NOTICE OF A HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEAVENWORTH COUNTY, KANSAS, TO CONSIDER THE VACATION OF A
CERTAIN SECTION OF ROADWAY DUE TO NON-USE**

TO ALL INTERESTED PERSONS TAKE NOTICE that the board of county commissioners of Leavenworth county, Kansas, shall, on the 21st day of June, 2023, at 9:00 a.m., in the regular meeting room of the commission at 300 Walnut, Suite 225, Leavenworth, Kansas, pursuant to K.S.A. 68-102(b) conduct a hearing on the proposed vacation of an unused section of roadway described as follows:

A portion of State road from North Lawrence to big Stranger Creek Bridge, located in Section 26, Township 10 South, Range 21 East, in Leavenworth County Kansas, described as follows:

Vacate the dedicated 66 foot roadway of State road from North Lawrence to big Stranger Creek Bridge, also known as Old Leavenworth-Lawrence Road, recorded in road record Book B, Pages 333-340. Beginning at the North terminus of said road record at big Stranger Creek Bridge; thence Southwesterly, along said road record to the West line of the Southeast Quarter of said Section 26, said point being 1169.90 feet South of the center corner of said Section 26.

Janet Klasinski
County Clerk

LEAVENWORTH COUNTY, KANSAS

David C. Van Parys
Senior County Counselor
300 Walnut, Suite 225
Leavenworth, KS 66048
(913) 684-0415
Fax (913) 684-0410

dvanparys@leavenworthcounty.gov

June 8, 2023

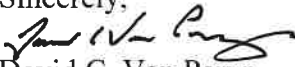
TO OWNERS OF PROPERTY
ADJOINING THAT UNUSED
SECTION OF STATE ROAD
PROPOSED TO BE VACATED

Dear Property Owner,

Enclosed you will find a copy of a Notice of Hearing and a map, both pertaining to the proposed vacation of a section of dedicated but unused roadway referred to in the records as State Road. Records reflect that this roadway was formally dedicated in 1869 and while at one time it may have served as a public roadway, as the enclosed map shows (the solid bar shows the roadway to be vacated) it no longer does.

At the time of the hearing on the proposed vacation, June 21, 2023, 9:00 a.m., in the offices of the county commission, 300 Walnut, Suite 225, Leavenworth, KS 66048, the board of county commissioners will consider formally vacating the roadway as described and shown. You are welcome to attend or to provide any comment on the proposed vacation.

Sincerely,


David C. Van Parys

encl.

Leavenworth County Request for Board Action

Date: 6/21/23

To: Board of County Commissioners

From: Aaron Yoakam

Department Head Approval: _____

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve Sands Construction Company Inc. General Contractor of the Cushing Parking lot construction and improvements

Recommendation: Approve Sands Construction as low bidder

Analysis: The RFP was sent out to Drexel with a non-mandatory pre bid meeting. The total cost from Grant and matching Funds is \$583,333.33, of which \$525,000.00 will be provided by the Secretary of Transportation from State funds. The County will have to pay the complete cost and be reimbursed for the \$525,000.00. Previous BOCC action has accepted the Grant funds and after SMH design and RFP process we received 2 bids.

Alternatives: Reject all bids and loose \$525,000. KDOT AIC Grant

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: \$583,333.33

\$525,000 coming from AIC Grant

\$58,333.33 coming from Capital

Additional Attachments: Bid tabulation and KDOT Agreement and Extension



COUNTY OF LEAVENWORTH
Parking Lot improvements Cushing Building

No.	Item Description	Unit	Quantity	Engineer's Estimate SMH		Sands Construction		Leavenworth Excavating & Equipment Co, INC.	
				Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
SITE									
1	Mobilization	LS	1	\$ 27,500.00	\$27,500.00	\$75,000.00	\$75,000.00	\$37,600.00	\$37,600.00
2	Construction Staking	LS	1	\$ 5,500.00	\$5,500.00	\$7,120.00	\$7,120.00	\$6,000.00	\$6,000.00
3	Clearing and Grubbing & Demolition	LS	1	\$ 16,500.00	\$16,500.00	\$20,050.00	\$20,050.00	\$12,000.00	\$12,000.00
4	Pavement Markings	LS	1	\$ 16,500.00	\$16,500.00	\$1,850.00	\$2,000.00	\$2,200.00	\$2,200.00
5	6' Fence	LF	472	\$ 220.00	\$103,840.00	\$210.00	\$99,120.00	\$276.00	\$130,272.00
6	6' Gate	EA	2	\$ 4,500.00	\$9,000.00	\$2,700.00	\$5,400.00	\$2,700.00	\$5,400.00
7	25' Electronronic Double swing Gate (with controller)	EA	1	\$ 20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$21,700.00	\$21,700.00
8	27' Electronronic Double swing Gate (with controller)	EA	1	\$ 25,000.00	\$25,000.00	\$22,000.00	\$22,000.00	\$21,700.00	\$21,700.00
9	Contrsruction Entrance	EA	1	\$ 2,750.00	\$2,750.00	\$2,800.00	\$2,800.00	\$3,200.00	\$3,200.00
10	Silt Fence	LF	420	\$ 5.50	\$2,310.00	\$7.70	\$3,234.00	\$5.40	\$2,268.00
11	Wattle	LF	430	\$ 5.50	\$2,365.00	\$3.50	\$1,505.00	\$11.00	\$4,730.00
12	6" RIPRAP	SF	541	\$ 55.00	\$29,755.00	\$15.00	\$8,115.00	\$5.00	\$2,705.00
13	Excavation (Unclassified)	CY	4809	\$ 22.00	\$105,798.00	\$16.48	\$79,198.78	\$22.50	\$108,202.50
14	Embankmet (95%) (VRF=1.15)	CY	268	\$ 8.80	\$2,358.40	\$12.00	\$3,216.00	\$12.00	\$3,216.00
15	2" MILL	SY	1419	\$ 7.70	\$10,926.30	\$6.00	\$8,868.75	\$11.80	\$16,744.20
16	2" BM-2 Asphaltic Overlay	SY	1419	\$ 13.20	\$18,730.80	\$11.00	\$16,318.50	\$14.90	\$21,143.10
17	2" BM-2 Surface Course	SY	1241	\$ 13.20	\$16,381.20	\$11.00	\$14,271.50	\$16.10	\$19,980.10
18	3" BM-2 Base Course	SY	1241	\$ 19.80	\$24,571.80	\$15.50	\$19,235.50	\$24.60	\$30,528.60
19	6" AB-3 Base	SY	1241	\$ 15.40	\$19,111.40	\$11.00	\$13,651.00	\$26.15	\$32,452.15
20	6" KCMMB 4K Concrete Paving with Macro Fiber Mesh Reinforcment	SY	59	\$ 150.00	\$8,850.00	\$75.00	\$4,425.00	\$114.00	\$6,726.00
21	4" AB-3 Base	SY	77	\$ 12.00	\$924.00	\$9.00	\$693.00	\$30.00	\$2,310.00
22	6" Compacted Subgrade (95%)	SY	1318	\$ 10.00	\$13,180.00	\$3.40	\$4,481.20	\$3.50	\$4,613.00
23	24"Curb & Gutter	LF	685	\$ 30.00	\$20,550.00	\$25.00	\$17,125.00	\$37.00	\$25,345.00
24	6' Valley Gutter	SY	21	\$ 150.00	\$3,150.00	\$100.00	\$2,100.00	\$325.00	\$6,825.00
25	ADA Ramp	EA	1	\$ 1,650.00	\$1,650.00	\$1,400.00	\$1,400.00	\$2,100.00	\$2,100.00
26	ADA Sign	EA	2	\$ 500.00	\$1,000.00	\$450.00	\$900.00	\$500.00	\$1,000.00
27	Concrete Sidewalk (4")	SY	89	\$ 55.00	\$4,895.00	\$60.00	\$5,340.00	\$75.00	\$6,675.00
28	Steps & Handrail	LS	1	\$ 660.00	\$660.00	\$5,000.00	\$5,000.00	\$9,700.00	\$9,700.00
29	12" HDPE Fared End Section	EA	1	\$ 700.00	\$700.00	\$900.00	\$900.00	\$1,300.00	\$1,300.00
30	12" HDPE Pipe	LF	73	\$ 45.00	\$3,285.00	\$80.00	\$5,840.00	\$80.00	\$5,840.00
31	18" Nyloplast Drain Basin with Dome Grate	EA	1	\$ 5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$5,100.00	\$5,100.00
LIGHTING									
32	Light Pole	EA	3	\$ 4,400.00	\$13,200.00	\$2,800.00	\$8,400.00	\$6,700.00	\$20,100.00
33	Trenching, Conduit, Controllers, Connection to internal electric Panel	EA	1	\$ 9,500.00	\$9,500.00	\$5,085.00	\$5,085.00	\$16,400.00	\$16,400.00
Landscape									
Trees									
34	Deciduous Trees (2.5" Cal)	EA	7	\$ 800.00	\$5,600.00	\$500.00	\$3,500.00	\$1,100.00	\$7,700.00
35	Ornamental Trees (1.5Cal)	EA	1	\$ 800.00	\$800.00	\$400.00	\$400.00	\$1,600.00	\$1,600.00
36	Evergreen tree (8' HT)	EA	17	\$ 900.00	\$15,300.00	\$450.00	\$7,650.00	\$2,170.00	\$36,890.00
Shrubs									
37	Deciduos (5GAL)	EA	7	\$ 80.00	\$560.00	\$65.00	\$455.00	\$540.00	\$3,780.00
38	Evergreen Juniper (5Gal)	EA	7	\$ 80.00	\$560.00	\$65.00	\$455.00	\$540.00	\$3,780.00
Hardgoods									
39	Soil Preperation with Wood Product & Manure Compost	SF	21266	\$ 0.30	\$6,379.80	\$0.70	\$14,886.20	\$3.80	\$80,810.80
40	Buffalo Sod	SF	18162	\$ 1.00	\$18,162.00	\$0.85	\$15,437.70	\$0.80	\$14,529.60
41	3"-4"Rounded River Rock Mulch Shrub Beds	SF	3104	\$ 1.50	\$4,656.00	\$6.60	\$20,486.40	\$2.70	\$8,380.80
42	Rain Garden Plug Mix	SF	988	\$ 11.00	\$10,868.00	\$3.00	\$2,964.00	\$8.70	\$8,595.60
43	Shredded Bank Mulch for 3' & 4' DIA Rings on Trees in Turf	SF	248	\$ 1.00	\$248.00	\$3.60	\$892.80	\$5.40	\$1,339.20
44	Steel Edger	LF	544	\$ 7.00	\$3,808.00	\$9.00	\$4,896.00	\$16.00	\$8,704.00
TOTAL					\$612,883.70		\$561,316.33		\$772,185.65

No discrepancies found.

07052

KDOT Info Sheet

Date _____

CMS Number 012230135
(KDOT will fill in)

Project Number PT-0626-23
(KDOT will fill in)

Agency's Name
Leavenworth County, 300 Walnut St., Suite 007
Leavenworth, KS 66040

Agency's Federal Tax Id Number (FEIN) 48-6034067

Agency's Unique Entity ID FS8RAE7BK3Z8

SAM Expiration Date Feb. 17, 2023
(System for Awards Management)

All payments will be direct deposit. Is your agency currently set-up and have account information on file? Yes X No _____

If your agency is not, please contact Ami Fulghum at 785-296-2284 or ashley.meier@kdot.ks.gov to get all necessary documentation submitted.

Payment mailing address:

Phone Number 913-684-0470

Fax Number 913-684-0473

3. **"CPTAA"** means the Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.*, which provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
4. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
5. **"Operating Costs"** means the day-to-day costs of providing services which may include administration and personnel costs.
6. **"Project"** means those Public Transportation Services as detailed in the Provider's Project Application.
7. **"Project Application"** means the Provider's Project Application for funding submitted to the Secretary by the Provider for state CPTAA funding, incorporated into this Agreement by this reference.
8. **"Project Budget"** means the budget in Appendix A, which sets forth the allowable Project Costs for the Project and establishes the amount the Secretary will reimburse the Provider for those costs, incorporated into this Agreement by this reference.
9. **"Project Costs"** means the allowable expenses for the Project to be incurred by the Provider.
10. **"Provider"** means Leavenworth County, whose office is located at 300 Walnut Street, Suite 007, Leavenworth, KS 66048, acting by and through _____, its duly authorized representative.
11. **"Public Transportation Services"** means those services accessible to elderly persons, persons with disabilities, and the general public or as otherwise defined by the CPTAA, K.S.A. § 75-5034.
12. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

ARTICLE II

PARTY RESPONSIBILITIES:

1. **Purpose of Agreement.** The purpose of this Agreement is to state the terms, conditions, and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.

2. **Scope of Project.** The Provider shall undertake and complete the Project as described in its application which is incorporated into this Agreement in accordance with the terms and conditions of this Agreement.

3. **Cost of Project.** The cost of the Project for FY 2023 will be \$583,333.33, of which \$525,000.00 will be provided by the Secretary from state funds. The funding will be used to support the purchase of Capital Equipment and operating expenses, as listed in Appendix A. In addition to the purchase of the Capital Equipment, the Project may include Operating Costs as delineated in Appendix A, Project Budget. The Provider agrees it will provide the local funds in an amount sufficient, together with the grant, to assure payment of the total Project Costs. The Provider shall initiate and prosecute to completion all actions necessary to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs. The Provider further agrees no refund or reduction of the amount so provided will be made unless there is, at the same time, a refund made to the Secretary of a proportional amount of the grant.

4. **Provider Matching Share.** The Provider's designated combination of federal, state, local, and/or private funding source has been or will be committed to provide the Provider's required share for the Project.

5. **Time Restriction on Reimbursement.** The Provider's requests for reimbursement must be submitted by the Provider no later than July 7th, 2023. Any funds not claimed for reimbursement by that date are forfeited by the Provider and will be retained by the Secretary. No funds will be carried over. mtr

6. **Agreement Term.** This Agreement is effective from the date of execution of this Agreement until the useful life of the Capital Equipment, as determined by the Secretary, is expired unless this Agreement is terminated sooner in accordance with Section 10, titled Disposal of Capital Equipment, and/or Section 17, titled Termination of Agreement. Agreements pertaining to Operating Costs will have a term of one (1) year.

7. **Project Application.** The provisions and assurances found in the approved Project Application are incorporated into this Agreement by reference.

8. **Records and Reports.**

(a) **Establishment and Maintenance of Accounting Records.** The Provider shall establish and maintain a separate account for the Project, either independently or within its existing accounting system, to be known as the Project account. The Provider agrees to keep detailed and accurate accounting records of all labor, material, supplies, incidentals, and any other necessary costs involved in the Project.

(b) **Retention and Inspection of Reports.** The Provider shall retain at its offices during the period of contract performance and for a period of five (5) years from the date of the release of the security lien on the vehicle to the Provider (if applicable), all accounting records, and other evidence pertaining to the Project Costs. Copies of such records will be made available for inspection by the Secretary or his or her authorized representatives upon

request. The Provider shall permit the Secretary or his or her authorized representatives to inspect and audit all books and records pertaining to the Project and Project Costs at all reasonable times.

(c) Reports. The Provider shall advise the Secretary regarding the progress of the Project at such times and in such a manner as the Secretary may require, including, but not limited to, meetings and/or written reports. The Provider shall submit to the Secretary such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Secretary. Such records, include, but are not limited to, the keeping of daily trip records.

9. **Default.**

(a) Remedies.

(1) If the Provider fails to perform any of the terms of this Agreement where such failure would constitute grounds to terminate this Agreement as provided in Section 17, titled Termination of Agreement, or if the Provider becomes insolvent, ceases doing business as a going concern, conservatorship, or receivership or bankruptcy proceedings are instituted by or against the Provider, the Secretary shall have the option to terminate this Agreement in addition to and without prejudice to any other rights and remedies provided under this Agreement and any laws and regulations.

(2) The Secretary may, upon default by the Provider, repossess any of the Capital Equipment purchased under this Agreement. Any repossession; however, shall not constitute a termination of this Agreement unless the Secretary notifies the Provider of termination in writing. It is the Secretary's option to dispose of the Capital Equipment in accordance with procedures incorporated into this Agreement. The Provider shall be liable to the Secretary for all fees and expenses, including attorney's fees, incurred in connection with any repossession of the Capital Equipment or their disposition as provided herein.

(b) Non-waiver. Failure by the Secretary to require strict compliance with this Agreement by the Provider does not constitute a waiver of said Agreement or any provision thereof. No waiver by the Secretary of any breach or default of the Provider shall be deemed a waiver of any breach or default thereafter occurring.

10. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Provider shall indemnify and hold harmless the Secretary, and his or her officers, agents, employees from any and all costs, liabilities, expenses, damages, suits, judgments, and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement, or any contracts entered into under this Agreement, or the operation of equipment described herein, by the Provider, its agents, or subcontractors.

11. **Termination of Agreement.**

(a) **Without Cause.** The Secretary may for any reason cancel the Project and terminate this Agreement by written notice from the Secretary to the Provider.

(b) **For Cause.** The Secretary may terminate this Agreement by written notice to the Provider for any of the following reasons:

- (1) The Provider, during the Capital Equipment's useful life, discontinues use of such Capital Equipment for the purpose of providing transportation services to elderly persons, persons with disabilities, and the general public.
- (2) The Provider takes any action pertaining to this Agreement without the approval of the Secretary as required by this Agreement.
- (3) The commencement or timely completion of the Project by the Provider is, for any reason, rendered improbable, impossible, or illegal.
- (4) A material breach of this Agreement by the Provider, the Provider's agent, or a subcontractor.
- (5) The Provider becomes insolvent or commits an act of bankruptcy, or makes a general assignment for the benefit of creditors to an agent authorized to liquidate his property or assets, or becomes involuntarily bankrupt, or if a writ or warrant of attachment or levy on a judgment or other similar process is issued by any court against all or a substantial portion of the Capital Equipment of this Agreement, and the same is not removed and discharged within thirty (30) days after entry, levy, or service, then this Agreement shall be deemed breached by the Provider, and terminated.

(c) **Termination by Provider.** The Provider may cancel the Project and terminate the agreement only upon written request to the Secretary and after receiving written approval by the Secretary.

(d) **Action Upon Termination.** Upon termination of this Agreement, the Provider agrees to dispose of the Capital Equipment in accordance with policies and procedures in Section 10, Disposal of Capital Equipment. The termination of this Agreement shall not relieve the Provider of any of their rights and obligations to the Secretary existing at the time of expiration, or terminate those obligations of the Provider, which, by their nature, survive the termination of this Agreement.

12. **Additional Representations and Covenants of the Provider.** The Provider makes the following additional representations, warranties, and covenants to the Secretary:

(a) **Third Party Agreements.** The Provider shall not assign this Agreement, execute any subcontract, amendment, or change order thereto, nor obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Secretary.

(b) **Secretary's Employees.** The Provider will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the Secretary for any work required by the terms of this Agreement.

(c) **Compliance with Laws.** The Provider agrees to comply with all federal, state, and local laws, ordinances, and regulations in the implementation of the Project covered in this Agreement, including, but not limited to, Title VI, Title VII, and Title IX of the Civil Rights Act of 1964, 49 U.S.C. § 5332, and Executive Order 11246, as amended.

(d) **Responsibility to Employees.** The Provider accepts full responsibility for providing workers' compensation coverage and for payment of unemployment insurance and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Agreement, and will indemnify and hold harmless the Secretary from the same.

(e) **Capabilities.** The Provider possesses and will maintain requisite fiscal, managerial, and legal capacity to carry out the Project.

13. **Covenant Against Contingent Fees.** The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul this Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. (See, Special Attachment No. 3, Certification of Provider and Certification of Secretary of Transportation, which is attached to and incorporated into this Agreement.)

14. **Equal Employment Opportunity.** In connection with the execution of this Agreement, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, sexual orientation, gender identity or expression, disability status, military or veteran status, or national origin. The Provider shall take affirmative action to ensure applicants are employed, and employees are treated fairly during this employment without regard to these and any other protected factors unrelated to the essential functions of the job. Such actions shall include, but not be limited to the following: employment; upgrading; demotion or transfer;

recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

15. **Cooperation and Coordination of Transportation Services.** The Provider has demonstrated and will continue to demonstrate acceptable efforts to achieve coordination with other transportation providers and users, including private transit and paratransit operators capable of providing service and social service agencies capable of purchasing service. In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting the Secretary's goals and commitments with regard the provision of service that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic area.

16. **Disputes.** The Secretary shall resolve any disputes which may arise out of, or relating to, this Agreement when the Secretary and the Provider have been unable to resolve such disputes through negotiation. The Provider agrees to abide by the Secretary's resolution of any dispute.

17. **Prohibition Against Use of State Funds for Lobbying.** The Provider or any subcontractor shall not use state assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before the State Legislature.

18. **Status of the Contractor and the Secretary for the State of Kansas Procurement Procedures.** The Secretary shall not be responsible for any obligations that the Provider has assumed with using the State of Kansas' procurement procedures. Furthermore, the Provider acknowledges and agrees that its request to the Secretary to use the State of Kansas' procurement procedures shall not bind the Secretary to render or provide assistance in any manner associated with this Agreement.

19. **Prohibited Interest.** No member, or officer, of the Provider, during his/her tenure or two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE III

SPECIAL PROVISIONS FOR CAPITAL EQUIPMENT:

Note: If this Agreement pertains to Operating Costs only, provisions under Article III may not apply.

1. **Title of Capital Equipment.** The Provider shall hold title to all Capital Equipment purchased pursuant to this Agreement and secured pursuant to Section 11, titled Creation of Security Interest, of this Agreement.

2. **Use of Capital Equipment.** The Provider agrees the Capital Equipment will be used for the provision of transporting elderly persons, persons with disabilities, and the general public to and from activities within the area described in the Provider's Project Application. The Provider shall maintain, in an amount and form satisfactory to the Secretary, such insurance or self-

insurance as will be adequate to protect Capital Equipment throughout its useful life. The Provider shall keep satisfactory records with regard to use of the Capital Equipment and submit to the Secretary, upon request, such information as is required to ensure compliance with this Section. Capital Equipment may be used for the provision of Public Transportation Services within the metropolitan planning area, as defined by the Metropolitan Planning Organization (MPO) pursuant to 23 C.F.R. Part 450 for the Provider's geographic area. If, at any time, any Capital Equipment is used in a manner not approved by the Secretary or withdrawn from transportation service whether by planned withdrawal or casualty loss, the Provider shall immediately notify the Secretary. Refer to Section 10, Disposal of Capital Equipment for procedures regarding Capital Equipment disposition.

3. **Disposal of Capital Equipment.** The Provider agrees the Secretary has reserved the right to dispose of the Capital Equipment as follows:

(a) **Misuse.** If, at any time, any Capital Equipment is used for purposes other than those described in the Project Application or approved by the Secretary, the Provider shall immediately notify the Secretary. The Secretary then has the option of having the Provider remit to the Secretary a proportional amount of the fair market value, if any, of the Capital Equipment, which shall be determined on the basis of the ratio of the financial assistance made by the Secretary to the actual costs of the Capital Equipment, as listed in Appendix A. Fair Market value shall be deemed to be the value of the property as determined by a competent appraisal solicited by the Secretary.

(b) **Casualty Loss.** In the event of loss due to casualty or fire, the damages paid by the insurance carrier or payable from the self-insured reserve account of the Provider shall be considered fair market value. In no event is salvage value to be considered fair market value.

(c) **Withdrawal.** Any time the Capital Equipment is withdrawn from transportation service by planned withdrawal, the Provider shall immediately notify the Secretary and shall remit to the Secretary a proportional amount of the fair market value. The proportional amount to be based on the original funding ratio of the Capital Equipment as listed in the Appendix A.

(d) **Buy Out.** The Provider can submit a written request to the Secretary to obtain release of the vehicle lien only upon the Provider's withdrawal from the program or Capital Equipment replacement. The Provider understands the Secretary has the option to approve or disapprove the request to release the lien. If a request is approved, the Provider agrees to buy out the state interest on the Capital Equipment purchased under this Agreement based on a proportional amount of the fair market value or as reasonably determined by the Secretary. The proportional amount will be based on the original funding ratio of the Capital Equipment as listed in Appendix A. The Provider understands the Secretary has the option to approve or disapprove the request.

- (e) **Default.** Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.
4. **Creation of Security Interest.** For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, *et seq.*, of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.
5. **Maintenance and Inspection of Capital Equipment.** The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit a certification of compliance with required maintenance procedures to the Secretary on an annual basis.
6. **Maximum Utilization of Capital Equipment.** In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic areas.

ARTICLE IV

GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.
2. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
3. **Civil Rights Act.** “Special Attachment No. 2” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions Attachment.** The provisions found in the most current version of the “Special Attachment No. 1, Contractual Provisions Attachment (Form DA-146a)”, which is attached, are hereby incorporated into this Agreement and made a part hereof.
5. **Certification Regarding Sexual Harassment.** The Provider agrees to comply with Executive Order 18-04 (February 5, 2018), by signing “Special Attachment No. 4, Policy Regarding Sexual Harassment”, which is attached to and made a part of this Agreement.

6. **Certification Regarding No Boycott of Israel.** The Sponsor agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing "Special Attachment No. 5, Certification of Company Not Engaged in a Boycott of Goods or Services From Israel", which is attached to and made a part of this Agreement.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Provider and their successors in office.

8. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.

9. **Revisions to Agreement.** Any proposed amendment to this Agreement must be submitted in writing to the Secretary for approval and is not valid and binding unless a written amendment is signed by the Secretary and the Provider.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its requirements or modification.

IN WITNESS WHEREOF: the Parties have caused this Agreement to be signed by their duly authorized officers to be effective on the day and year first above written.

LEAVENWORTH COUNTY

BY: Mike Smith
Print Name: Mike Smith

TITLE: Leavenworth County Chairman

Attest: Jane K. Lasnik



SECRETARY OF TRANSPORTATION
KANSAS DEPARTMENT OF TRANSPORTATION

BY: [Signature]
TITLE: Assistant Bureau Chief

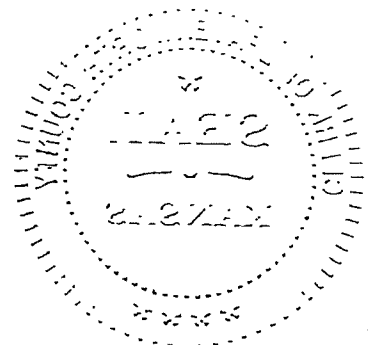
Attest: [Signature]

Approved as to form:

Form Approved
From 07/01/22 to 06/30/23
By HDA Legal Dept. KDOT

INDEX OF ATTACHMENTS

1. Appendix A
2. Special Attachment No. 1: Contractual Provisions Attachment, Form DA-146a (Rev. 07/2019)
3. Special Attachment No. 2: Civil Rights Act (Rev. 09/2017)
4. Special Attachment No. 3: Certification Against Contingent Fees
5. Special Attachment No. 4: Policy Regarding Sexual Harassment
6. Special Attachment No. 5: Certification of Company Not Engaged in a Boycott of Goods or Services From Israel



REVISED APPENDIX "A"

The final budget for this project is in the amount of \$583,333.33.

Of this amount, the Secretary's share will be eighty percent
90% or \$525,000.00. The project being funded is to cover the
costs associated with the construction of a parking lot.

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September, 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The 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 contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CERTIFICATION OF COORDINATING PROVIDER

I hereby certify that I am the Program Manager and duly authorized representative of Leavenworth County whose address is 300 Walnut Street, Leavenworth, Kansas 66048 and that neither I nor the above Provider I here represent has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above Provider) to solicit or secure this agreement.

(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Provider) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this agreement and is subject to State and Federal laws, both criminal and civil.

9/26/22
(Date)

William Noll
William Noll
Public Works Director

CERTIFICATION OF THE SECRETARY OF TRANSPORTATION

I hereby certify that I am the Secretary of Transportation of the State of Kansas and that the above Provider or the Provider's representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced Provider in connection with this agreement, and is subject to applicable State and Federal laws, both criminal and civil.

9/28/22

(Date)



Secretary of Transportation
for the State of Kansas

BY: Cory E. Davis
Assistant Bureau Chief

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation:

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

William Noll - Leavenworth County
Contractor Name (Type or Print)

By:

William Noll
Signature

William Noll
Printed Name

Public Works Director
Title

9/20/22
Date

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

William Noll
Signature, Title of Contractor

9/26/22
Date

William Noll
Printed

Leavenworth County
Name of Company

Leavenworth County Request for Board Action

Date: June 21, 2023

To: Board of County Commissioners

From: David Van Parys, Senior County Counselor

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Consideration of a Road Improvement Agreement setting out necessary improvements and maintenance for all proposed haul roads.

Recommendation: Review and consider the Road Improvement Agreement.

Analysis: The proposed Road Improvement Agreement sets out required steps to evaluate and initiate improvement and maintenance of haul roads when any and all applicants seek a Special Use Permit and the proposed use is anticipated to impact the road.

Alternatives: Table, Deny, Approve or Approve with Modification

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:

Proposed Agreement

ROADWAY IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

(b) Engineering services may be provided in up to six phases if the Road requires improvement as a direct result of the Project to comply with the applicable road design standard as determined during the Planning/study phase and to ensure the public health, safety and welfare. The six phases could include the following:

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

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

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

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

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

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

(c) The County selected engineering consultant's opinions shall be reduced to writing ("Report"). The Report shall indicate whether or not traffic generated by Applicant's proposed use will have a detrimental impact on the safety of the public or will require the county to subsidize the business as a result of the degradation of the roadway created from the additional traffic and what improvements, if any, need to be made to the Road as a direct result of the Project to comply with the applicable County standard as defined by the County selected engineering consultant and to ensure the public health, safety and welfare. The applicant agrees to accept and shall be bound by the opinions and conclusions set forth in the Report regarding the current condition of the Road and the determination of whether any portion of the Road will need to be improved, rebuilt, or replaced as the sole result of the Project in order to comply with the applicable road standards

(i) In the event that the Report finds that no improvements to the Road are required as a result of the Project, Applicant agrees to pay the County the sum of XXX Dollars (\$XXX) on or before the (INSERT DATE) and each year thereafter as a road use and maintenance fee during the period of time in which Applicant conducts (INSERT DESCRIPTION i.e. sand dredging and associated) operations on the Property for the maintenance and/or repair of the Road. The annual payment shall be calculated by the engineer consultant and based on anticipated ESAL loading associated with Applicant's proposed use of the Roadway.

(ii) In the event that improvement to the Road are required, the County selected engineering consultant shall identify the typical section and pavement requirements for a standard 20-year pavement design life based on existing traffic in the corridor, anticipated residential traffic growth, and additional ESAL loading associated with the industrial/commercial use of the corridor. Pro-rata project cost estimates for each stakeholder shall consider the anticipated County maintenance budget for the corridor under existing traffic volume conditions without the addition of ESAL loading associated with the industrial/commercial use of the corridor.

(iii) If Applicant improves the Road based on the engineering consultant's Report and other entities are approved to utilize the Road and required to pay the County a traffic impact or road use and maintenance fee as a condition of their special use permit within ten (10) years of the date of this Agreement, the Applicant may be entitled to receive a pro-rata share of the traffic impact or road use and maintenance fees paid to the County during the initial ten (10) years period from the date of this Agreement. The pro-rata share of County/Applicant formula shall be recalculated for the remainder of the 20-year term with the inclusion of the additional developments. Similar to the original pro-rata share formula, all recalculations shall be based on anticipated ESAL

loading for each roadway user. Regardless of the amount of traffic impact or road and maintenance fees collected by County, Applicant shall only receive up to 50% of the actual amount paid by Applicant to improve the Road.

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

3. **DUST CONTROL/ ROAD MAINTENANCE.** The parties understand and agree that dirt, loose rock and the like may be deposited on the Road as a result of Applicant's operation on the Property. In the event Applicant or Applicant's customers deposit dirt, loose rock and the like that are in such quantities or of such size that their presence upon the surface of the Road may cause hazardous driving conditions for traffic, Applicant shall be responsible for removing the same within three (3) days upon receipt of notice or upon Applicant's observation of such conditions. Further, all loose rock and the like caused by Applicant or Applicant's customers or agents, regardless of size or quantity, shall be swept from the surface of the Road on an as-needed basis. All safety precautions shall be observed by Applicant during the sweeping process.

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

(a) If it is determined by the County that Applicant has failed to perform or breaches any term, condition, provision or obligation of this Agreement, then the County shall provide Applicant with written notice of the failure of performance or breach, and Applicant shall be given a reasonable opportunity, but not less than ten (10) days, to cure such failure or breach. If Applicant fails to timely cure the failure of performance or breach then:

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

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

(i) If the Public Works Director determines that there is a reasonable probability that Applicant's failure to perform or breach may cause hazardous driving conditions for traffic, then the County Engineer may close the Road to through traffic

until such time as the failure to perform, the breach and hazardous conditions are remedied to the satisfaction of the County Engineer; and

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

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

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

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

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

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

If to the County:

Mark Loughry
Leavenworth County Administrator

300 Walnut
Leavenworth, KS 66048

With a copy to

David Van Parys
300 Walnut
Leavenworth, KS 66048

If Applicant:

With a copy to
Applicant's Counsel:

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

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

9. **INDEMNITY.** Applicant further agrees to protect, defend, indemnify and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless, or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims") in connection with, relating to or arising directly or indirectly out of the error, omission, or negligence of Applicant and its employees, contractors, subcontractors, independent contractors, or other similar entity's performance of the term and conditions of this Agreement. Applicant further agrees to investigate, handle, respond to, provide defenses for and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto, even if said claims are

groundless, false or fraudulent. Applicant shall have the exclusive and sole right to use an attorney of its choice to handle, investigate and/or defend such claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. **COUNTERPARTS, FURTHER INSTRUMENTS, ETC.** This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. County and Applicant shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

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

**FOR THE BOARD OF LEAVENWORTH
COUNTY COMMISSIONERS**

VICKY KAAZ, 2ND DISTR

JEFF CULBERTSON, 1ST DISTR

DOUG SMITH, 3RD DISTR

MIKE SMITH 4TH DISTR

MIKE STEIBEN, 5TH DISTR.

ATTEST:

JANET KLASINSKI, CLERK

APPROVED AS TO FORM

David Van Parys, Senior County Counselor

APPLICANT:

By: _____

Name: _____

Title: _____

June 6, 2023

Leavenworth County, KS
Attn: Bill Noll
300 Walnut Street, Suite 007
Leavenworth, KS 66048

Re: Eagle Crossing Subdivision Visual Pavement Observation Letter
Eagle Crossing Subdivision, Basehor, KS
Olsson Project No. 019-2831

This Geotechnical Engineering letter presents the results of our visual pavement observations performed on the existing pavements at the Eagle Crossing Subdivision just North of Basehor, Kansas. We visited the site on two separate occasions: shortly after construction on December 21, 2020, and more recently on May 24, 2023. On both occasions, we observed a heavily pitted or (raveled) pavement surface.

Typically, raveling occurs over the lifespan of the pavement when the sand and other fine particles used in the mixing of the asphalt are slowly eroded resulting in the larger gravel particles becoming loose and dislodging from the pavement surface. However, at this site, the raveling was noticed immediately after construction and, as such, appears to be due to the mix design (i.e. the lack of fine particles or binder material to fill in the pitted areas) or placing or compacting the pavement while it is "cold". Cold can refer to either or both the ambient temperature and the asphalt temperature. Proper compaction requires the asphalt to remain above a certain temperature during the process. If the ground is too cold it will leach the heat out of the asphalt too quickly, which means it may settle before paving crews can finish compacting and smoothing it. Similar issues can arise if the asphalt is allowed to cool (such as during long trips from the batch plant). A typical image of the pavement surface is provided below.

Figure 1: Typical Raveling Image



**Eagle Crossing Subdivision Pavement Observations
Olsson Project No. 019-2831**

In addition to raveling, which occurs across the entirety of the site, during our most recent site visit, we also observed several longitudinal pavement joints (existing pavement seams) that have begun to separate, resulting in adjacent cracking and relatively large openings where water can enter and degrade the subgrade, which could further deteriorate the pavement. Longitudinal joints are common over the life of the pavement but can be controlled by properly overlapping the asphalt during placement. The figure below shows one of the larger longitudinal joints at this site.

Figure 2: Longitudinal Joint Separation



Also, during our May site visit, we observed alligator cracking, isolated to one location, occurring in the center of the roadway. Alligator cracking is a load associated structural failure. The failure can be due to weakness in the surface, base or subgrade; a surface or base that is too thin; poor drainage or the combination of all three. The cracking observed appears to be at a low point in the pavement (lack of drainage) and is shown in the image below.

Figure 3: Alligator Cracking



Eagle Crossing Subdivision Pavement Observations
Olsson Project No. 019-2831

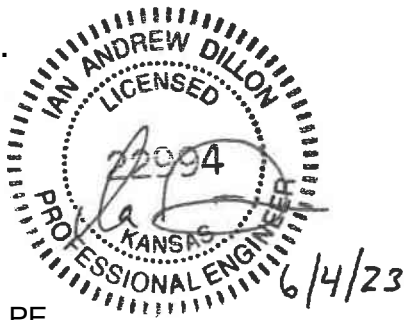
Based on the visual observation from our site visits, we recommend a full-depth patch and subgrade repair at the location of the alligator cracking. Because a heavily raveled surface will result in a reduced lifespan, in addition, across the entire site, we recommend a 2-inch surface overlay be placed atop the existing pavement. If done correctly, we anticipate the surface overlay will extend the design life of the pavement to its original (typically 20+ years) lifespan, assuming routine maintenance. Prior to overlaying, the existing longitudinal cracks should be sealed with emulsified asphalt.

Closing

This letter has been prepared for the exclusive use of **Leavenworth County, Kansas** for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. In the event that changes in the nature, design, or location of the project, as outlined in this letter, are planned, the conclusions and recommendations contained in this letter shall not be considered valid unless we review the changes, and either verify or modify the conclusions of this letter in writing.

We appreciate the opportunity to work with you on this project. If you have any questions regarding this letter, or if we may be of further service to you, please contact us.

Sincerely,
Olsson, Inc.



Ian A Dillon, PE
Senior Geotechnical Engineer