

At this time the Courthouse is open to the public. Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue to view the meeting live via YouTube.

Leavenworth County
Board of County Commissioners

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
August 11, 2021
9:00 a.m.

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

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) Certify the August 3rd election.
- 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 August 4, 2021
- b) Approval of the minutes of the work session of August 4, 2021
- c) Approval of the schedule for the week August 16, 2021
- d) Approval of the check register
- e) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve an agreement with KDOT for the High-Risk Rural Roads for Tonganoxie Road safety improvement project.
- b) Consider a motion to approve Board Order 2021-3, granting disaster relief tax abatement for homes destroyed by fire for properties located at 21337 Road Prairie Drive and 20317 Easton Road and authorize the chairman to sign the relief determinations.
- c) Consider a motion to approve the contract between the Council on Aging and Terry Booker for Nutrition Services and Catering for fiscal year 2022-2024.

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

- a) Quarterly reports
 - Appraiser
 - Council on Aging

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, August 9, 2021

Tuesday, August 10, 2021

8:30 a.m. International Students' Honorary Citizens Day
• Riverfront Community Center, 123 S. Esplanade, Leavenworth KS

Wednesday, August 11, 2021

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

Thursday, August 12, 2021

12:00 p.m. LCDC meeting

Friday, August 13, 2021

9:00 a.m. House and Senate Redistricting Committee meeting
• Riverfront Community Center, Riverview Room, 12
S. Esplanade St., Leavenworth KS

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

*****August 4, 2021 *****

The Board of County Commissioners met in a regular session on Wednesday, August 4, 2021. Commissioner Mike Smith, Commissioner Kaaz, Commissioner Culbertson, Commissioner Doug Smith and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Krystal Voth, Planning and Zoning Director; Tammy Saldivar, Solid Waste Director; Janet Klasinski, County Clerk; John Richmeier, Leavenworth Times

Residents: AW Himpel, Joe Herring, John Matthews, Dennis Taylor

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Janet Klasinski requested the Board to randomly select precincts in the city of Leavenworth and USD #469 for an audit to be held August 5th at 1:00 p.m.

Mark Loughry reported the IT staff incorrectly posted results leaving the vote totals aligned with the incorrect candidates.

The Chairman randomly selected 3rd precinct 5th Board for Leavenworth City and Lansing Board 2 for the audit.

Mr. Loughry presented information from Charter Communications on a NTIA grant that would extend broadband to the unserved and underserved areas of the rural community in Leavenworth County and has asked Leavenworth County to sponsor the grant at no cost.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to approve the grant application for the County Administrator to follow through for the NTIA grant.

Motion passed, 5-0.

Commissioner Kaaz requested to remove the check registry from the consent agenda.

A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to accept the consent agenda for Wednesday, August 4, 2021 minus the check registry.

Motion passed, 5-0.

A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith to accept the check registry section of the consent agenda.

Motion passed, 4-0, Commissioner Kaaz abstained.

Tammy Saldivar presented a quarterly report for the Solid Waste Department.

Krystal Voth presented the quarterly report for Planning and Zoning.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Kaaz that the Board recess for a closed executive meeting for the discussion of potential litigation involving the legal interests of the County as justified by K.S.A. 75-4319(B)(2) for consultation with legal counsel for the Board which would be deemed privileged in the attorney-client relationship and that the Board resume open

*session at 9:45 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Culbertson, Kaaz, Mike Smith, Doug Smith and Stieben, Senior County Counselor David Van Parys and County Administrator Mark Loughry.
Motion passed, 5-0.*

The Board returned to regular session at 9:45 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

Commissioner Doug Smith attended Senior Day at the County Fair and the Livestock auction.

Commissioner Stieben met with George Brajkovic from Tonganoxie to talk about the Hill's Pet Food plant. He met with the city of Linwood to talk about sales tax. He attended a What's Right About America Rally on Saturday.

Commissioner Culbertson met with Senator Jeff Pittman last week about Senate Bill 13, Eastern Gateway Bridge and other issues. He attended the Easton City Council meeting.

Commissioner Mike Smith will attend the Lansing City Council meeting on Thursday.

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

The Board adjourned at 9:51 a.m.

*****August 4, 2021 *****

The Board of County Commissioners met in a work session on Wednesday, August 4, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Culbertson, Commissioner Kaaz and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Krystal Voth, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; Joshua Gentzler, Planner I; John Richmeier, Leavenworth Times

Residents: Joe Herring, AW Himpel, John Matthews, Dennis Taylor

A work session was held to discuss recreational vehicles in trailer parks.

The Board ended the work session at 10:21 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, August 16, 2021

Tuesday, August 17, 2021

12:00 p.m. LCPA meeting

Wednesday, August 18, 2021

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

Thursday, August 19, 2021

Friday, August 20, 2021

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

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		1,575.09	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		646.89	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		141.15	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		2,739.89	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		1,201.99	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		459.55	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		535.22	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-213	EMS VEH MAINT AND VEH MAINT SU		128.67	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		2,008.01	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		824.65	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		352.13	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		5,298.51	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		639.74	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		22.75	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		251.68	
1513	ADVANCED AUTOMOTIVE	ADVANCED AUTOMOTIVE	321270	93376 AP	08/06/2021	1-001-5-05-306	EMS VEH MAINT AND VEH MAINT SU		6.37	
							*** VENDOR	1513 TOTAL		16,832.29
20588	ADVANTAGE	ADVANTAGE PRINTING	321271	93377 AP	08/06/2021	1-001-5-19-301	ACCT 288 BUSINESS CARDS (LH)		50.00	
463	AED SUPERSTORE	ALLIED 100,LLC	321272	93378 AP	08/06/2021	1-001-5-05-381	4 YEAR ELECTRODE AED PAD		145.00	
1061	B & W FIRE LLC	B & W FIRE LLC	321273	93379 AP	08/06/2021	1-001-5-07-208	001245 JAIL FIRE EXT INSP & MA		593.45	
1061	B & W FIRE LLC	B & W FIRE LLC	321273	93379 AP	08/06/2021	1-001-5-31-290	JC/CTHSE FIRE EXT INSPECTION		99.00	
1061	B & W FIRE LLC	B & W FIRE LLC	321273	93379 AP	08/06/2021	1-001-5-32-266	JC/CTHSE FIRE EXT INSPECTION		200.00	
							*** VENDOR	1061 TOTAL		892.45
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	321275	93381 AP	08/06/2021	1-001-5-19-252	DOMESTIC COURT PRO TEM		3,000.00	
457	BLUE SHIELD	BSTS LLC	321242	93363 AP	08/04/2021	1-001-5-07-202	TRAINING-GRND CONTROL INSTRUCT		640.00	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	321276	93382 AP	08/06/2021	1-001-5-32-296	01001100496 JC JANITORIAL SVC		5,367.00	
2611	DIRECTOR OF VEHICLES	KANSAS DEPT OF REVENUE	321245	93366 AP	08/04/2021	1-001-5-07-213	2 COVERT LICENSE PLATES		80.00	
2606	EMERALD COURT REPOR	EMERALD COURT REPORTING,LLC	321277	93383 AP	08/06/2021	1-001-5-01-230	2 CERTIFIED TRANSCRIPTS OF DEP		318.75	
2606	EMERALD COURT REPOR	EMERALD COURT REPORTING,LLC	321277	93383 AP	08/06/2021	1-001-5-01-230	2 CERT COPIES OF TRANSCRIPTS		207.00	
2606	EMERALD COURT REPOR	EMERALD COURT REPORTING,LLC	321277	93383 AP	08/06/2021	1-001-5-01-230	2 CERT COPIES OF TRANSCRIPTS		382.50	
							*** VENDOR	2606 TOTAL		908.25
86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-001-5-05-215	ELEC SVC EMS 9103		605.79	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-001-5-14-220	ELEC SVC COURTHOUSE		11,782.86	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-001-5-32-392	ELEC SVC JUSTICE CENTER		24,593.15	
							*** VENDOR	86 TOTAL		36,981.80
1751	INTACT INSURANCE	INTACT INSURANCE (FORMERLY ONE	321249	93370 AP	08/04/2021	1-001-5-14-224	791000617 DEDUCTIBLE BILLING		3,984.23	
1751	INTACT INSURANCE	INTACT INSURANCE (FORMERLY ONE	321249	93370 AP	08/04/2021	1-001-5-14-224	791000617 DEDUCTIBLE BILLING		1,193.64	
1751	INTACT INSURANCE	INTACT INSURANCE (FORMERLY ONE	321249	93370 AP	08/04/2021	1-001-5-14-224	791000617 DEDUCTIBLE BILLING		5,000.00	
							*** VENDOR	1751 TOTAL		10,177.87
236	INTERPRETERS	INTERPRETERS INC	321278	93384 AP	08/06/2021	1-001-5-19-221	INTERPRETER 7/28/21 2020TR 911		166.96	
236	INTERPRETERS	INTERPRETERS INC	321278	93384 AP	08/06/2021	1-001-5-19-221	INTERPRETER 7/21/21 2021TR787		120.00	
236	INTERPRETERS	INTERPRETERS INC	321278	93384 AP	08/06/2021	1-001-5-19-221	INTERPRETER 7/28/21 2021TR787		120.00	
							*** VENDOR	236 TOTAL		406.96
99	JUROR									

warrants by vendor

START DATE: 08/01/2021 END DATE: 08/06/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
99	JUROR								
							*** VENDOR	99 TOTAL	1,619.64
1190	KAC	KANSAS ASSN OF COUNTIES	321326	93432 AP	08/06/2021	1-001-5-06-207	JOB POSTING - DEP DIR PLANNING	120.00	
46	KANSAS COR	KANSAS CORRECTIONAL INDUSTRIES	321327	93433 AP	08/06/2021	1-001-5-07-359	1052001 JAIL SUPPLIES	1,700.00	
6636	KANSAS GAS	KANSAS GAS SERVICE	321250	93371 AP	08/04/2021	1-001-5-05-215	512142220 2006970 09 GAS SERVI	54.97	
6636	KANSAS GAS	KANSAS GAS SERVICE	321250	93371 AP	08/04/2021	1-001-5-05-215	510263944 1556921 09 GAS SERVI	38.20	
							*** VENDOR	6636 TOTAL	93.17
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	321330	93436 AP	08/06/2021	1-001-5-19-221	9020533027 INTERPRETER (PHONE)	45.35	
4579	LEAV CO FA	LEAV CO FAIR ASSN LEAVENWORTH	321251	93372 AP	08/04/2021	1-001-5-25-201	3RD QUARTER FAIR BUILDING PER	17,000.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-001-5-19-301	DIST CT CLERK OFFICE SUPPLIES	277.39	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-001-5-49-301	LEGAL COPY PAPER	16.98	
							*** VENDOR	4755 TOTAL	294.37
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	15.30	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	18.65	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	62.30	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	24.50	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	21.80	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	21.80	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	20.90	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	24.05	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	18.65	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	20.90	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	20.90	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 NOTICES,RESOLUTION	20.45	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 RESOLUTIONS	20.00	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-06-220	ACCT 267 RESOLUTIONS	34.40	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-14-218	ACCT 388 NOTICE, 1 YEAR 826078	165.83	
537	LEAV TIMES	LEAVENWORTH TIMES	321332	93438 AP	08/06/2021	1-001-5-49-341	ACCT 388 NOTICE, 1 YEAR 826078	16.85	
							*** VENDOR	537 TOTAL	527.28
17197	MIAMI CO A	MIAMI COUNTY ATTORNEY	321333	93439 AP	08/06/2021	1-001-5-19-222	COSTS - LV2019-CR-490	50.00	
28640	MID-CONTIN	MID-CONTINENT MICROGRAPHICS	321334	93440 AP	08/06/2021	1-001-5-05-301	C3797 SHREDDING FOR EMS/HD	876.15	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-02-301	OPL303_K COPIES-PRIMARY ELECTI	6.32	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-11-303	OPL305_K COPIER MAINT (CO ATTY	437.31	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-19-204	OPK594_K CONTRACT INV CSO COPI	85.05	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-19-204	LC01_K CLERK'S BACK COPIER JUL	18.97	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-19-204	OPL306_K 4TH FLOOR COPIER JULY	61.92	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-49-301	OPL303_K COPIES-PRIMARY ELECTI	2.28	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-49-340	OPL303_K COPIES-PRIMARY ELECTI	17.10	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	321335	93441 AP	08/06/2021	1-001-5-49-344	OPL303_K COPIES-PRIMARY ELECTI	46.74	
							*** VENDOR	2059 TOTAL	675.69
512	PROFESSIONAL ASSOCIA	PROFESSIONAL ASSOCIATION	321339	93446 AP	08/06/2021	1-001-5-07-240	AG-7315 DIAGNOSTIC INTERVIEWS	375.00	
512	PROFESSIONAL ASSOCIA	PROFESSIONAL ASSOCIATION	321339	93446 AP	08/06/2021	1-001-5-07-240	AG-7315 DIAGNOSTIC INTERVIEWS	375.00	
							*** VENDOR	512 TOTAL	750.00
153	PRUESSNER	MICHELLE JEAN PRUESSNER	321340	93447 AP	08/06/2021	1-001-5-07-219	NURSE PRACTITIONER FOR JAIL	4,841.67	
7098	QUILL CORP	QUILL CORP	321341	93448 AP	08/06/2021	1-001-5-01-301	C6310540 SUPPLIES (BOCC)	126.17	
7098	QUILL CORP	QUILL CORP	321341	93448 AP	08/06/2021	1-001-5-01-301	C6310540 SUPPLIES (BOCC)	31.77	
							*** VENDOR	7098 TOTAL	157.94
300	SEARIGHT FAMILY	SEARIGHT FAMILY PRACTICE	321343	93450 AP	08/06/2021	1-001-5-07-219	DOCTOR FOR JAIL INMATES	1,200.00	
49	ST LUKES	ST LUKES HOSPITAL	321344	93451 AP	08/06/2021	1-001-5-07-219	INMATE MEDICAL BILL	23.74	
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	321346	93453 AP	08/06/2021	1-001-5-07-262	6790 ANNUAL MAINT, Q35570,5503	1,560.00	
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	321346	93453 AP	08/06/2021	1-001-5-07-262	6790 ANNUAL MAINT, Q35570,5503	1,500.00	
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	321346	93453 AP	08/06/2021	1-001-5-07-262	6790 ANNUAL MAINT, Q35570,5503	275.44	
1003	SUPERION	CENTRALSQUARE TECHNOLOGIES,LLC	321346	93453 AP	08/06/2021	1-001-5-07-262	6790 ANNUAL MAINT, Q35570,5503	44,336.19	
							*** VENDOR	1003 TOTAL	47,671.63
4445	T MOBILE	T-MOBILE USA, INC	321252	93373 AP	08/04/2021	1-001-5-05-210	974536189 EMS WIRELESS	500.85	
22602	THOMPSON TODD	MR TODD THOMPSON	321347	93454 AP	08/06/2021	1-001-5-11-211	REIM MILEAGE,TOLLS - BILL SIGN	57.12	
22602	THOMPSON TODD	MR TODD THOMPSON	321347	93454 AP	08/06/2021	1-001-5-11-211	REIM MILEAGE,TOLLS - BILL SIGN	7.00	
							*** VENDOR	22602 TOTAL	64.12
78	VAN PARYS	DAVID VAN PARYS CO COUNSELOR	321348	93455 AP	08/06/2021	1-001-5-09-205	REIM MILEAGE - MCANANY ARBITRA	128.80	
2	WATER DEPT	WATER DEPT	321349	93456 AP	08/06/2021	1-001-5-05-215	WATER SVC EMS 9101	52.11	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-11-253	0496-00-668063-1 FUEL TO 7.23	108.50	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-14-331	0496-00-668063-1 FUEL TO 7.23	7,850.01	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-14-332	0496-00-668063-1 FUEL TO 7.23	7,651.89	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-14-334	0496-00-668063-1 FUEL TO 7.23	341.57	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-14-335	0496-00-668063-1 FUEL TO 7.23	164.52	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-001-5-14-901	0496-00-668063-1 FUEL TO 7.23	144.27-	
							*** VENDOR	276 TOTAL	15,972.22

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
100	WITNESS LIST							*** VENDOR	100 TOTAL	366.68
								TOTAL FUND 001		170,213.03
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	321329	93435 AP	08/06/2021	1-108-5-00-280	PRENATAL CLINICAL SERVICES JUL		1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	321329	93435 AP	08/06/2021	1-108-5-00-280	PRENATAL CLINICAL SERVICES JUL		1,800.00	
								*** VENDOR	1629 TOTAL	3,600.00
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-108-5-00-304	HEALTH DEPT FUEL TO 7.23		36.83	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-108-5-00-610	HEALTH DEPT FUEL TO 7.23		32.17	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-108-5-00-612	HEALTH DEPT FUEL TO 7.23		10.67	
								*** VENDOR	276 TOTAL	79.67
								TOTAL FUND 108		3,679.67
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-309	8-5 19615 FILTERS, CLAMPS,TAPE		68.00	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-310	8-5 19615 FILTERS, CLAMPS,TAPE		62.46	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		107.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		71.64	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		7.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		8.98-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-5 19615 FILTERS, CLAMPS,TAPE		46.80	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-5 19615 FILTERS, CLAMPS,TAPE		11.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-5 19615 FILTERS, CLAMPS,TAPE		35.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-5 19615 FILTERS, CLAMPS,TAPE		22.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-5 19615 FILTERS, CLAMPS,TAPE		250.56	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		69.45	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		55.06	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		102.25	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		71.19	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		109.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		5.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		65.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		5.21	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		84.69	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		6.29	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		273.76	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		325.45	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		147.23	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		18.52	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-312	8-4 19615 FILTERS, LAMP,CLEANE		18.00-	

warrants by vendor

START DATE: 08/01/2021 END DATE: 08/06/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O. NUMBER	CHECK#					
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-4 19615 FILTERS, LAMP, CLEAN	87.31	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-4 19615 FILTERS, LAMP, CLEAN	50.51	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-4 19615 FILTERS, LAMP, CLEAN	21.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	65.97	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	8.52	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	7.18	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	19.03	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	3.40	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	32.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	21.24	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	42.74	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	12.36	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	9.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	42.74	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	117.82	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	7.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	13.48	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	84.11	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	230.13	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	196.86	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	24.98	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	11.99	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	65.37	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	7.08	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	23.94	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	154.47	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	372.86	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-133-5-00-360	8-5 19615 FILTERS, CLAMPS, TAPE	166.16	
								*** VENDOR 11799 TOTAL	3,901.63
632	RWD 8	RURAL WATER DIST NO 8	321342	93449 AP	08/06/2021	1-133-5-00-214	8-6 WATER SVC AT CO SHOP, 2 ME	182.27	
632	RWD 8	RURAL WATER DIST NO 8	321342	93449 AP	08/06/2021	1-133-5-00-214	8-6 WATER SVC AT CO SHOP, 2 ME	128.42	
								*** VENDOR 632 TOTAL	310.69
113	SUMNERONE INC	SUMNERONE INC	321345	93452 AP	08/06/2021	1-133-5-00-301	8-7 50ULCO8 COPIER COUNTS	39.31	
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-133-5-00-304	8-3 PUBLIC WORKS FUEL FOR SURV	101.55	
								TOTAL FUND 133	4,353.18

276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-136-5-00-221	COMM CORR CMA FUEL (TO 7.23)	25.77	
								TOTAL FUND 136	25.77

11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	142.23	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	129.02	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	60.49	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	107.80-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	79.83-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	33.51-	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	48.90	
11799	O'REILLY A	O'REILLY AUTOMOTIVE	321336	93443 AP	08/06/2021	1-137-5-00-320	8-1 19615 FILTERS, SEALS, CRIM	442.05	
								*** VENDOR 11799 TOTAL	601.55
								TOTAL FUND 137	601.55

2621	BOOKER TERRY	TERRY BOOKER	321243	93364 AP	08/04/2021	1-145-5-00-256	MEALS RESERVED 7/19-7/30	9,149.40	
2621	BOOKER TERRY	TERRY BOOKER	321243	93364 AP	08/04/2021	1-145-5-00-256	MEALS RESERVED 7/19-7/30	9,236.10	

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
							*** VENDOR	2621 TOTAL	18,385.50
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321247	93368 AP	08/04/2021	1-145-5-00-246	AUGUST UTILITY STIPEND	114.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321247	93368 AP	08/04/2021	1-145-5-05-202	AUGUST UTILITY STIPEND	76.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	321247	93368 AP	08/04/2021	1-145-5-07-202	AUGUST UTILITY STIPEND	10.00	
							*** VENDOR	184 TOTAL	200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	321248	93369 AP	08/04/2021	1-145-5-00-246	AUGUST UTILITY STIPEND	114.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	321248	93369 AP	08/04/2021	1-145-5-05-202	AUGUST UTILITY STIPEND	76.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	321248	93369 AP	08/04/2021	1-145-5-07-202	AUGUST UTILITY STIPEND	10.00	
							*** VENDOR	89 TOTAL	200.00
6636	KANSAS GAS	KANSAS GAS SERVICE	321250	93371 AP	08/04/2021	1-145-5-00-246	510874092 1511346 27 JULY GAS	68.05	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-145-5-00-201	CO ON AGING - COPY PAPER	221.94	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-145-5-00-211	CO ON AGING - TONER, EVENT BAG	128.50	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-145-5-00-303	CO ON AGING - TONER, EVENT BAG	500.46	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	321331	93437 AP	08/06/2021	1-145-5-00-303	CO ON AGING - TONER, EVENT BAG	333.27	
							*** VENDOR	4755 TOTAL	1,184.17
276	WEX	WEX BANK	321253	93374 AP	08/04/2021	1-145-5-00-304	CO ON AGING FUEL TO 7.23	4,512.06	
1830	1830 BROADWAY	1830 BROADWAY LLC	321254	93375 AP	08/04/2021	1-145-5-00-215	SEPTEMBER RENT - COUNCIL ON AG	5,280.62	
							TOTAL FUND 145		29,830.40

1971	CAROLINA SOFTWARE	CAROLINA SOFTWARE	321244	93365 AP	08/04/2021	1-160-5-00-263	WASTEWORKS LASER TICKETS	1,034.60	
							TOTAL FUND 160		1,034.60

86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	578.12	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	384.97	
86	EVERGY	EVERGY KANSAS CENTRAL INC	321246	93367 AP	08/04/2021	1-174-5-00-210	ELEC SVC 3 TOWERS	301.26	
							*** VENDOR	86 TOTAL	1,264.35
1613	POWERPHONE	POWERPHONE	321338	93445 AP	08/06/2021	1-174-5-00-210	911 ONLINE EMD TRAINING RECERT	774.00	
							TOTAL FUND 174		2,038.35

459	OSWALD, STEVEN	STEVEN OSWALD	321337	93444 AP	08/06/2021	1-189-5-00-2	8-1 PERM ROW EASEMENT - 235TH	64.21	
							TOTAL FUND 189		64.21

301	KING CONSTRUCTION	KING CONSTRUCTION INC	321328	93434 AP	08/06/2021	1-220-5-03-400	8-1 SH-22 BR REPL SVC TO 7.31.	110,154.78	
							TOTAL FUND 220		110,154.78

1402	BCBSKS	BLUE CROSS BLUE SHIELD OF KANS	321274	93380 AP	08/06/2021	1-510-2-00-940	09426 AUGUST PREMIUMS/ADJUSTME	291,327.27	
1402	BCBSKS	BLUE CROSS BLUE SHIELD OF KANS	321274	93380 AP	08/06/2021	1-510-2-00-940	09426 AUGUST PREMIUMS/ADJUSTME	268.21	
							*** VENDOR	1402 TOTAL	291,595.48
							TOTAL FUND 510		291,595.48
							TOTAL ALL CHECKS		613,591.02

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	170,213.03
108	COUNTY HEALTH	3,679.67
133	ROAD & BRIDGE	4,353.18
136	COMM CORR JUVENILE	25.77
137	LOCAL SERVICE ROAD & BRIDGE	601.55
145	COUNCIL ON AGING	29,830.40
160	SOLID WASTE MANAGEMENT	1,034.60
174	911	2,038.35
189	TONGANOXIE TWP TRAFFIC IMPACT	64.21
220	CAP IMPR: RD & BRIDGE	110,154.78
510	PAYROLL CLEARING	291,595.48
	TOTAL ALL FUNDS	613,591.02

Consent Agenda 8-11-2021
Checks dated 8-1-21 through 8-6-21

Leavenworth County Request for Board Action

Date: 08/11/2021

To: Board of County Commissioners

From: Public Works

Department Head Approval: *B. Noll*

Additional Reviews as needed:

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

Action Requested: Approve Agreement No. 231-21 with KDOT for the High Risk Rural Roads (HRRR) Program Award for Tonganoxie Road/County Route 5 – KDOT Project No. 52 C-5159-01 - Safety Improvement Project for FY2023.

Recommendation: Approval

Analysis:

Leavenworth County submitted a proposal for Tonganoxie Road (County Route 5) Project to KDOT for the HRRR Program. The proposal was for safety improvements to curves along 1.1 miles of Tonganoxie Road south of Stranger Creek. Improvements include a 6' shoulder addition, grading improvements within the clear zone and culvert extensions.

On April 20th, Leavenworth County was notified that our project had been selected and awarded the full requested amount for the roadway improvements.

FFY 2023 HRRR program is a 90/10 State/Local match program that includes engineering and construction expenses. Neither ROW acquisition nor utility relocation are expenses included in the program and will require 100% local funding.

On May 5th, 2021, the Board of County Commissioners approved the acceptance of the project and its allocated cost. Subsequently KDOT's 1302 form was sign and returned which secured the project.

KDOT has estimated this project to cost \$1,651,000 in total KDOT has allocated \$1,486,062 from KDOT.

Alternatives: Deny, Table

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization (Sales Tax Fund)
- Non-Budgeted item with additional funds requested

Total Amount Requested: \$165,118 estimated

Additional Attachments:

HRRR Agreement 231-21

PROJECT NO. 52 C-5119-01
HSIP-C496(223)
SAFETY IMPROVEMENTS
LEAVENWORTH COUNTY, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Leavenworth County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The County has applied for and the Secretary has authorized a High Risk Rural Roads (HRRR) Project to improve safety on county roads not on the State Highway System.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for transportation improvement projects which may be financed through the use of federal, state, and local funds, or a combination thereof.
- C. The Secretary desires to undertake the Project as further described in this Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
3. **“County”** means Leavenworth County, Kansas, with its place of business located at 300 Walnut Street, Leavenworth, KS 66048.
4. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

5. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
6. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“High Risk Rural Road”** means any roadway functionally classified as a rural major or minor collector or a rural local road with significant safety risks as determined by the Secretary, or as otherwise defined by 23 U.S.C. § 148(a)(1).
8. **“High Risk Rural Roads (HRRR) Program”** means a state/local partnership initiative to undertake roadway reconstruction projects which improve safety on rural roads not on the State Highway System. High Risk Rural Roads projects may be financed by federal, state, or local funds or a combination thereof. Projects selected within this program are either:
 - (a) Systemic: Projects encompass a local roadway collector network; funding is one hundred percent (100%) federally-funded and does not require a local match; or
 - (b) Site Specific: Projects encompass a local rural road with significant safety risks; funding is ninety percent (90%) federally-funded with a ten percent (10%) local match requirement.
9. **“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.
10. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
11. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
12. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
13. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
14. **“Project”** means Safety Improvements including addition of 1’ of travel lane and 6’ paved shoulders and culvert widening on RS 381/Tonganoxie Drive/County Road 5 from the northern city limit of Tonganoxie, Kansas, thence north 1.1 mile in **Leavenworth County, Kansas**, and is the subject of this Agreement.

15. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
16. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
17. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
18. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	Federal (HSIP) Funds	90% of Total Actual Costs of Preliminary Engineering (PE), Construction, and Construction Engineering (CE).	1,486,062.00
County	Local Match	XX--10% of Total Actual Costs of PE, Construction, and CE. 100% Right of Way, Utility Adjustments, and Non-Participating Costs.	
Total Estimated Project Costs			1,651,180.00

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with

state funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.

2. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project and administer the Construction of the Project, and administer the payments due the Contractor.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, subcontractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.

4. **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

ARTICLE IV

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** The County further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement. By his or her signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf.

2. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, including but not limited to the exceptions and maximum liability provisions, the County shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives or employees.

3. **Right of Way.**

(a) **Use of County Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the County as shown on the final Design Plans, for the purpose of constructing the Project. The Secretary shall not

participate in the cost of the County's Right of Way or easements, unless the Secretary determines the County will incur an unnecessary hardship. If the Secretary requests, the County shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the County acknowledges the execution and transferring of the deeds and easements by the County to the Secretary is an obligation of the County for this Agreement and Construction of the Project.

- (b) Cooperation in Right of Way Acquisition. The County acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The County will cooperate in that purpose, as necessary, for completion of the Project.

4. Removal of Encroachments. The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

5. Future Encroachments. Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed a distance from the Right of Way line no less than of the distance permitted by the National Fire Code.

6. Use of Right of Way. All Right of Way provided for the Project shall be used solely for Project purposes.

7. Access Control. The County will maintain the control of access rights and prohibit the construction or use of any entrances or access points within the Project Limits other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. Maintenance. When the Project is completed and final acceptance is issued the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance.

9. Accounting. Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary and all costs incurred by the County not to be reimbursed by the Secretary.

10. **Audit.**

- (a) **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after the date of final payment under this Agreement. If any such audits reveal payments have been made with federal or state funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- (b) **Federal Audit Requirements.** Projects involving Federal awards are subject to the Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* which require either a single or program specific audit to be performed in accordance with the standards as set forth in therein.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The County’s HRRR Project Funding Application and the final Design Plans for the Project are by this reference made a part of this Agreement.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the County the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the County and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the County and the Secretary shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.

3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

5. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. **Contractual Provisions.** The provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

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

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

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.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

LEAVENWORTH COUNTY, KANSAS

COUNTY CLERK (Date)

COMMISSIONER

(SEAL)

MEMBER

MEMBER

Member

Member

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

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 _____ day of _____, 20____.

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)

Leavenworth County Request for Board Action

Date: August 11, 2021

To: Board of County Commissioners

From: Bob Weber, County Appraiser

Department Head Approval: RJW

Additional Reviews as needed:

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

Action Requested: Approval of disaster relief tax abatement for homes substantially destroyed by fire.

Recommendation: County Appraiser recommends approval of a Board Order to abate assessed value in the 2021 tax year for the following properties.

Destroyed prior to August 15th.

Tax ID	Abatement	
1-00210	\$12,843	Destroyed 5-9-2021
1-00646	\$16,879	Destroyed 2-11-2021

Analysis: K.S.A. 79-1613 allows the Board of County Commissioners to abate all or part of taxes for a homestead destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire after January 1st but prior to August 15th. K.S.A. 79-1613 allows the Board of County Commissioners to grant a tax credit against property taxes payable during any or all of the next succeeding three taxable years for a homestead destroyed or substantially destroyed due to an earthquake, flood, tornado, or fire on or after August 1st but prior to January 1st of the next succeeding year.

Alternatives:

Budgetary Impact:

- X 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:

Additional Attachments: Board Order, Leavenworth County Disaster Relief Determination orders, Disaster Relief Worksheet

Class	Qref	Tax ID	Owner	Address	House Value	Cost to Repair / Replace	% Damage	House Assessed Value	Abatement %	Abatement Amount House
R	R258	1-00210	Moya, Joyce E & Wardlow, Glen R	21337 Round Prairie Dr. Atchison, KS 66002	\$171,810	\$277,900	100%	\$19,758	65%	\$12,843
R	R889	1-00646	Ready, Darlene Ruth	20317 Easton Rd. Easton, KS 66020	\$164,910	\$275,500	100%	\$18,965	89%	\$16,879

**Leavenworth County Commissioners Disaster
Relief Determination for:**

Property address 21337 Round Prairie Dr. Atchison, KS

Date of Occurrence 05-09-2021

Parcel Number: 038-28-0-00-00-003.01-0

Quick Ref: R258

Tax Id: 1-00210

Applicant (Property owner/taxpayer—nontransferable): Moya, Joyce E & Wardlow, Glen R

Mailing Address:

21337 Round Prairie Dr.
Atchison, KS 66002

Leavenworth County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead? YES NO
(Homestead means dwelling, owned or rented, which is occupied as a residence and the home site land.)

Was the homestead destroyed or substantially destroyed by **earthquake, fire, flood, storm** or **tornado, and/or** was the destructive event declared a disaster by the governor of Kansas? YES NO

Was the homestead destroyed or substantially destroyed? YES NO
(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)

(If any above are "NO", no tax abatement can be granted.)

Based on the date of this event, check the appropriate tax treatment:

Abatement: This event occurred after January 1 but prior to August 15.

Credit: This event occurred on or after August 15.

Documentation provided:

Written estimate of repairs or rebuilding costs by a licensed contractor or insurance adjuster.

Photos

Other: _____

IT IS THEREFORE ORDERED, based on the above information, the Board of County Commissioners of Leavenworth County grant:

- No abatement will be granted.
- Abatement \$12,843 assessed value, approximately \$1,414 of property tax for **tax year 2021**.

IT IS FURTHER ORDERED the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

IT IS SO ORDERED, this 11th day of August , 2021.

_____, County Commissioner
Mike Smith, Chairman

Appraiser	_____	_____
	Notes	Date
Clerk	_____	_____
	Notes	Date
Treasurer	_____	_____
	Notes	Date

**Leavenworth County Commissioners Disaster
Relief Determination for:**

Property address 20317 Easton Rd. Easton, KS

Date of Occurrence 02-11-2021

Parcel Number: 062-10-0-00-00-013.00-0

Quick Ref: R889

Tax Id: 1-00646

Applicant (Property owner/taxpayer—nontransferable): Ready, Darlene Ruth

Mailing Address:

2816 N 74th Street
Kansas City, KS 66109

Leavenworth County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead? YES NO
(Homestead means dwelling, owned or rented, which is occupied as a residence and the home site land.)

Was the homestead destroyed or substantially destroyed by **earthquake, fire, flood, storm** or **tornado, and/or** was the destructive event declared a disaster by the governor of Kansas? YES NO

Was the homestead destroyed or substantially destroyed? YES NO
(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)

(If any above are "NO", no tax abatement can be granted.)

Based on the date of this event, check the appropriate tax treatment:

Abatement: This event occurred after January 1 but prior to August 15.

Credit: This event occurred on or after August 15.

Documentation provided:

Written estimate of repairs or rebuilding costs by a licensed contractor or insurance adjuster.

Photos

Other: _____

IT IS THEREFORE ORDERED, based on the above information, the Board of County Commissioners of Leavenworth County grant:

- No abatement will be granted.
- Abatement \$16,879 assessed value, approximately \$1,777 of property tax for **tax year 2021**.

IT IS FURTHER ORDERED the county clerk and the county treasurer shall correct their records in accordance with the county commissioners' order.

IT IS SO ORDERED, this 11th day of August , 2021.

_____, County Commissioner
Mike Smith, Chairman

Appraiser	_____	_____
	Notes	Date
Clerk	_____	_____
	Notes	Date
Treasurer	_____	_____
	Notes	Date

BOARD ORDER 2021-3 _____

AN ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS, MADE PURSUANT TO THE AUTHORITY GRANTED TO THEM UNDER K.S.A. 79-1613, MAKING CERTAIN FINDINGS REGARDING THE APPLICATIONS FOR THE ABATEMENT OR CREDIT OF PROPERTY TAXES ON CERTAIN HOMESTEADS DAMAGED BY EARTHQUAKE, FIRE, FLOOD, STORM, OR TORNADO

ON THIS 11th DAY OF AUGUST, 2021, this board, sitting in regular session, considered the applications of the owners of certain homesteads located in the county of Leavenworth for the abatement or credit of property taxes on those homesteads due to the damage to the homesteads by earthquake, fire, flood, storm or tornado. The board, upon having considered the applications and made inquiry as to whether the properties listed in Exhibit “A”, attached hereto and fully incorporated into this Order meet the requirements for the abatement or credit of property taxes as allowed by K.S.A. 79-1613, makes the following findings:

1. That the properties listed in Exhibit “A” meet the definition of “Homestead” as set forth in K.S.A. 79-1613(a)(2) and are owned by the applicants.
2. That the properties listed in Exhibit “A” were destroyed by earthquake, fire, flood, storm, or tornado in 2021.
3. That the office of the Appraiser of the county of Leavenworth, Kansas, has inspected the homesteads listed in Exhibit “A” and made recommended findings to the board as to the extent of damage to the homesteads caused by said disaster and the appropriate corresponding abatement of property tax for each homestead so listed.
4. That the assessed valuation for each homestead listed in Exhibit “A” is accurate.
5. That the findings of the office of the Appraiser of the county of Leavenworth as set forth in Exhibit “A” are adopted by this board and fully incorporated into this Order and meet the requirements for the abatement of property taxes of those certain homesteads as provided for by K.S.A. 79-1613(d)
6. That the owners of the homesteads listed in Exhibit “A” are entitled under law to the abatement or credit of property taxes on said homesteads in the amount listed in Exhibit “A”.

WHEREFORE, it is the Order of this board that the property taxes on those homesteads listed in Exhibit “A” be abated or credited in the amount shown in said exhibit and that the county clerk and county treasurer shall in each case of abatement or credit correct their records in accordance with this Order and that the county clerk shall notify the governing body of any taxing district affected thereby.

ORDERED THIS 11th DAY OF August, 2021.

MIKE SMITH, CHAIR, 4th DISTR.

JEFF CULBERTSON, 1ST DISTR.

VICKY KAAZ, 2ND DISTR.

DOUG SMITH, 3RD DISTR.

MIKE STEIBEN, 5TH DISTR.

ATTEST: _____
JANET KLASINSKI, CLERK

Leavenworth County Request for Board Action

Date: August 5, 2021
To: Board of County Commissioners
From: Council on Aging

Department Head Approval: *Connie Harmon*

Additional Reviews as needed:

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

Action Requested: Approval of the contract between the *Council on Aging* and Terry Booker (The Café) for FY 2022-2024 Nutrition Services & Catering.

Analysis: Every five years the Council on Aging conducts a bid process for nutrition services and catering. This contract includes the procurement and preparation of food for the Meals on Wheels program, following meal pattern requirements set forth by the Kansas Department for Aging and Disability Services (KDADS). Terry Booker (The Café) was awarded the bid by the BOCC on April 15, 2021 and is the current contractor for the Council on Aging's Meals on Wheels program.

The contracted services outlined in the contract are for FY 2022-2024, beginning October 1, 2021 and continuing through September 30, 2024, automatically renewing for additional two-year terms through September 30, 2027, unless either party gives notice to terminate the agreement.

Alternatives: Table, Deny, Approve

Recommendation: Approval

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:

Additional Attachments: Contract between the *Council on Aging* and Terry Booker (The Café) for FY 2022-2024 Nutrition Services & Catering.

**Agreement between
Leavenworth County *Council on Aging* & The Café**

I. Purpose of Agreement:

This agreement is between the Leavenworth County Council on Aging and Terry Booker, owner of The Café in preparing meals for the *Council on Aging's* Nutrition programs.

II. Scope:

- a. The Café agrees to prepare meals for the Leavenworth County *Council on Aging's* Nutrition programs. Meals will be prepared at The Café, 213A Delaware, Leavenworth, KS, for up to five congregate meal sites and 350-450 homebound meals per day.
- b. The Café will prepare meals for bulk delivery to one Congregate Nutrition Site and will pre-package individual meal containers for delivery to participants on home-delivered meal routes and all remaining Congregate Nutrition sites.
- c. The Café will purchase, prepare, and provide all food that is USDA inspected and meets high standards of quality, sanitation, and safety.
- d. The Café will ensure compliance with all applicable federal, state and local laws and regulations governing the preparation and handling of food on its premises and provide licenses, permits and food handler cards as required by law.
 - i. The Café must also submit copies of the most recent inspection reports conducted by the Local and State Health Departments prior to October 1 of each contract year.
- e. The Council on Aging and State shall have the right to inspect food preparation and storage areas as well as purchasing records and food temperatures to ensure each meets the Kansas Department for Aging and Disability Services (KDADS) standards.
- f. Complete manufacturer ingredients, listing of purchased food and recipes for prepared food will be supplied to the Council on Aging by The Café upon request.
- g. The Café will maintain licensure to prepare and serve food through the Kansas Department of Health and Environment (KDHE).
- h. The Café will have a registered and/or licensed dietician, employed or contracted, provide menus that meet the KDADS menu planning and certification requirements. The Contractor will submit to the Council on Aging a copy of each dietician's license.
- i. The dietician will certify, in writing, all menus used by the Nutrition Program meet policy set by Kansas Department on Aging and Disability Services (KDADS) Field Services Manual Sections 4.1.8 and 4.1.9.
 - i. The recommended approach to meal planning is food based.
 - ii. A food based planning approach that exemplifies the most recent Dietary Guidelines for Americans using the recommended services for the food groups as well as fats and oils, and sweets and added sugars may be used (see Section 4.1.8 for details)
 - iii. A nutrient-based planning approach using computer analysis leading to meals that are consistent with the most recent Dietary Guidelines for American may be used (see Section 4.1.8 for details)

- iv. The food items offered within the meat, fruit, vegetables and complement groups must contain a variety of foods served and reflect limited repetition of use within a four-week menu cycle.
- j. The employed or contracted dietician will meet with Nutrition Coordinator via personal visit or teleconference two times per year for menu planning.
- k. The Nutrition Coordinator and the Council on Aging Director have the right to request variations and revisions to the menu, based upon customer feedback and menu acceptability, food preparation and delivery to follow KDADS guidelines. The Café will attempt to accommodate requests when possible.
- l. The Café will be provided meal numbers by Council on Aging staff on Friday for the next week's reservations.
 - i. The Council on Aging reserves the right to amend reservations for meals daily with prior notification to The Café by 9:00 am on the day of delivery.
- m. Congregate Nutrition Sites will be open five days per week, Monday through Friday.
 - i. Nutrition Sites will be closed for County-observed holidays and during inclement weather, as needed.
 - ii. Homebound meal delivery will cease for the same County-observed holidays and instances of inclement weather as the Nutrition Sites.
- n. The Café will have food prepared for two (2) Congregate Nutrition Sites and one (1) homebound meal route by 7:45 a.m. to be delivered for consumption by 11:15 a.m. per state regulations. The Café will have food prepared for remaining Congregate Nutrition Sites and homebound meal routes between 10:00 – 10:30 a.m. daily.
 - i. The Council on Aging reserves the right to vary times and routes of delivery.
 - ii. The Café will dish and seal food in individual containers for designated homebound meal routes and at least two Congregate Nutrition Sites.
 - iii. The Council on Aging will pick up Nutrition Congregate Site meals and home-delivered meals from The Café each day. The meals will be packed in appropriate containers and carry out boxes provided.
- o. The Council on Aging shall have the right to add and/or delete Congregate Nutrition Sites as needed.
- p. All pans, lids and serving utensils will be returned to The Café daily for washing and sterilization. This will also include hot and cold transporters used in the delivery of homebound meals.
 - i. *Pans, lids, serving utensils and food transporting equipment will be provided by the Council on Aging. These items will be returned upon termination of the agreement.*
- q. Containers and paper products necessary for the packaging of the meals will be purchased by the Council on Aging and delivered to The Café. The Café will store a supply of these products onsite.
- r. The Café will participate in quarterly nutrition meetings held at the Council on Aging.

III. Meal Cancellation Policy:

- a. Meal count adjustments for the Tonganoxie/Basehor/Easton area must be received by The Café no later than 7:30 am each day, and no later than 9:00 am each day for all other routes.
- b. Cancellation of meals must be received by The Café by 6:00 am in the event of inclement weather. The Café reserves the right to adjust the menu to accommodate use of the cancelled meals.

IV. Reimbursement Rates:

- a. Through September 30, 2022 the *Council on Aging* shall pay a fee of \$5.25 per bulk meal and \$5.25 per individual meal to The Café. Rates for the period of time from October 1, 2021 through September 30, 2022 may be modified by agreement of the parties as specified in 4.d.
- b. A bi-monthly Bill of Collection shall be prepared by The Café for all meals prepared during that month. Invoices will be submitted at the beginning of the next month to the following address:
Leavenworth County Council on Aging
Attn: Georgia Moore
1830 S. Broadway
Leavenworth, KS 66048
- c. Payment shall be made Net 30 days after receipt of the Bill of Collection to the following address:
The Café
Attn: Terry Booker
1102 N. 2nd St.
Leavenworth, KS 66048
- d. On or before April 15th of each year of this agreement, The Café may propose to the Council on Aging an updated per-meal reimbursement rate as a Modification to the Agreement, to be effective October 1 through September 30 of the following grant fiscal year. By June 1, The Council on Aging will notify The Café in writing of their agreement to the proposed reimbursement rate for the following fiscal year, or of their intent to terminate the agreement effective September 30th of the current year.

V. Points of Contact for the overall administration of this agreement.

- a. For the Council on Aging
 - Connie Harmon, Director: 913-684-0777
 - Georgia Moore, Nutrition Coordinator: 913-684-0776

- b. For The Café
 - Terry Booker, Owner 913-702-5499

VI. Effective Period:

This agreement shall be effective for a two-year term beginning October 1, 2021 through September 30, 2023 and automatically renewing for additional two-year terms through September 30, 2027 unless either party gives notice to terminate the agreement as noted in Section VIII(b).

VII. Independent Contractor Status:

The relationship of the Parties is not and shall not be construed or interpreted to be an employment relationship, partnership, joint venture or agency. The relationship of the Parties is an independent contractor relationship.

VIII. Special Conditions:

- a. Denial of Resources: The decision of The Café not to provide service or other resources called for by the agreement because of its unavailability does not constitute a break of the agreement and is not considered a cause for termination of the agreement in whole or in part.
- b. Revocation, Abandonment, or Termination: Either party may terminate this agreement upon 180 days advanced written notice to the other without further liability. The Council on Aging is responsible for payment for all services rendered prior to termination. Notice of termination shall be deemed received when delivered to the points of contact designated herein.
- c. Insurance: The Council on Aging is a county government entity. The Contractor will carry General Liability and Product Liability Insurance in the amount of two million dollars to cover preparation and storage of food prior to and during delivery.
- d. Smoking: There is no smoking allowed in either facility at any time.
- e. Drug-free Workplace Policy: Leavenworth County and The Café are intolerant of illegal drug use and working under the influence of alcohol.
- f. Advertising: The Council on Aging shall neither advertise nor use any marketing material, log trade names, service marks, or other material belonging to The Café without The Café's written permission.
- g. Order of Precedence: The terms, conditions, and attachments included herein, including any formal written modifications thereto, constitute the complete agreement between the parties and take precedence over any other language, oral or written.
- h. Disputes: Except as provided in paragraph 8.a., all disputes arising under or relating to this agreement shall be resolved in accordance with this clause. As used herein, "claim" means a written demand or assertion by one of the parties, seeking, as a legal right, the payment of money, adjustment or interpretation of agreement terms, or other relief, arising or relating to this agreement. Any controversy or claim arising out of or relating to this agreement shall be presented initially to the local points of contact for each party. In the event the parties cannot amicably resolve the matter, any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by the Leavenworth County Board of County Commissioners. Judgment upon any award may be entered in to any Court having jurisdiction thereof.

IX. General Conditions:

- a. Laws & Ordinances: In the exercise of any privilege granted by this agreement, The Council on Aging shall comply with all applicable Federal, State, municipal and local laws and rules, orders, regulations, and requirements.
- b. Damages: No property belonging to either party shall be destroyed, displaced, or damaged by the other party in the exercise of the privilege granted by this agreement.
- c. Indemnifications: The Cafe shall hold harmless Leavenworth County, its agents and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, damage to property of others, directly or indirectly due to the exercise by personal injury or death, damage to property of others, directly or indirectly due to the exercise of the privilege granted by the agreement or any other act or omission, including failure to comply with the obligations of this agreement.

- d. Operation: The Council on Aging shall confine activities on the property strictly to those necessary for the operations, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the convenience of the public, or jeopardizing the safety or persons or property, or causing justifiable public criticism.
- e. Attempted Variation: There shall be no variation or departure from the terms of this agreement without prior written consent by both parties.
- f. Modifications: This agreement may need to be modified from time to time. All modifications shall be prepared in writing, and except for termination, have the written consent of both parties.

End of Agreement

Acceptance: We, the undersigned, agree and accept the terms and conditions of this agreement.

Connie Harmon
Director
Leavenworth County Council on Aging
1830 S. Broadway
Leavenworth, KS 66048

Date

Terry Booker
Owner
The Cafe
1102 N. 2nd Street
Leavenworth, KS 66048

Date

Quarterly Report

August 11, 2021

Prepared By:
Bob Weber, County Appraiser

Ongoing Activities

1. Maintenance Re-inspection

Through July 22nd the appraisal staff has inspected and data entered 3,174 parcels, 519 for building permits, 1,175 for sales validation, and 1,480 for 17% re-inspection. Approximately 3,800 parcels remain for the 17% re-inspection.

2. Sales

- a. We have received 1,122 sales in the first six months of 2021. This compares to 829 and 878 sales for the same period in 2020 and 2019.
- b. For the first six months of 2021 the average sale price for a home in Leavenworth County is \$266,091. The average sale price for 2020 was \$245,693 for the first half of the year.

<u>Market Area</u>	<u>First ½ 2020</u>	<u>First ½ 2021</u>	<u>% Increase</u>
County	\$245,548	\$266,091	8%
Rural	\$352,548	\$405,878	15%
Leavenworth	\$182,799	\$193,482	6%
Lansing	\$238,358	\$274,488	15%
Tonganoxie	\$213,274	\$237,410	11%
Basehor	\$306,462	\$349,488	14%

- c. A sales trend analysis using sales of homes that have sold twice from 2019 through the first half of 2021 was conducted. The analysis showed a positive 9.3% trend per year over this time frame. Only properties that did not change between the first sale and the second sale were selected in this analysis. The county was broke down into the following market areas for further analysis:

<u>Market Area</u>	<u>Trend</u>
County	9%
Rural	9%
Leavenworth	10%
Lansing	7%
Tonganoxie	10%
Basehor	7%

3. Building Permits

- a. The number of building permits for new homes over the first half of the year are up significantly. The following table compares the number of building permits for new homes in the first half of the year for the all of Leavenworth County.

Year	# of Permits
2021	185
2020	104
2019	105
2018	130
2017	113
2016	93

- b. The numbers break down as follows: Basehor 65, Tonganoxie 9, Lansing 0, and Leavenworth 27, and 84 in unincorporated areas.

4. Sales Ratio

The following are results of sales ratio reports for the county. All properties are appraised every year as of January 1st. A sales ratio is conducted by comparing sales prices of properties that sold from January 1st through December 31st to their appraised value. State compliance standards require the median ratio (appraisal level) on residential and commercial properties be 90% or above and 110% and below. A ratio over 100% indicates properties are over appraised, a ratio under 100% indicates properties are under appraised.

<u>Market Area</u>	<u>Median Ratio</u>
County	87%
Rural	87%
Leavenworth	84%
Lansing	90%
Tonganoxie	89%
Basehor	89%

**Council on Aging Quarterly Review
August 11, 2021**

Nutrition	This Week	Q2	YTD
Homebound Meals on Wheels served	1,549	21012	45,086
Congregate meals served	248	2,304	8,504
Meals on Wheels delivery follow-up	4	31	172
• No response – calls to emergency contact			
Assessments completed	6	106	362
Transportation			
Weekly trips provided	345	2,413	8,821
• Out of County medical	27	197	675
• Local Medical	157	1,314	4,509
• Grocery shopping	50	323	1,175
• Work	79	264	2,358
Weekly wheelchair trips	53	380	1,317
Weekly disabled trips	187	1,011	3,916
In Home Support Units of Service	64	645	1,973
Information & Assistance	256	1,915	8,964
Other:			
<i>PALS Units of Service</i>	1	41	282

Q1 Goal Updates:

- **Partner with the Leavenworth County Health Department to vaccinate as many seniors as possible as quickly as possible.**
 - The COA staff fielded 986 phone calls to assist LVCO residents, age 65+, with completing the online Vaccine Interest Form.
 - Staff completed 329 trips to support Health Department vaccination clinics.
 - This effort generated 61 new riders on Senior Express Transportation.

- **Safely reopen the Council on Aging’s programs, classes and activities.**
 - Staff have safely resumed 60% of pre-pandemic programming as of 8.1.2021.
 - A Leisure and Learning Program survey was conducted in the month of July with 296 surveys responses received both in print and digitally; analysis of these results will drive future programming.

- **Our Nutrition program is more than a meal.**
 - Staff continues to experience growth in the Meals on Wheels program with an average of 375 home-delivered and congregate meals delivered. An additional \$20,000 grant was received from MOW America to help fund the expanding program.
 - On July 6, 2021 all MOW participants were able to choose between contactless or in-home meal deliveries.

- Staff is revising and rerouting all MOW routes to better accommodate program growth, ensure efficiency in delivery, and eliminate wait lists.

Q2 Goals:

- **Lead with YES.**
 - Staff revised VITA Tax program administration to accommodate more seniors, age 60+, during the pandemic, more than doubling the number of returns completed from just over 200 to 424 returns and resulting in over \$200,000 saved in tax preparation fees.
 - Staff have embraced partnerships and collaborative opportunities with other LVCO businesses and County-supported non-profits. One of our spotlight collaborations with The Deeper Window's *Let's Roll with Sister Vicki* mobile respite program serving caregivers and loved ones with Alzheimer's and dementia. Program participation has quadrupled since June 1.
 - Staff experienced a wildly successful *Senior Day at the Fair* on Friday, July 30th under the big top. 130 LVCO residents, age 50+, participated despite the oppressive heat to enjoy much-needed music, food, fun and fellowship.
- **Strategically plan use of Cushing space.**
 - Staff continues to work collaboratively with ACI Boland and internal County team to strategically plan and design a fully-functional space to accommodate COA staff and patrons.