

We encourage everyone to view the meeting live via YouTube.

*Leavenworth County*  
*Board of County Commissioners*

*Regular Meeting Agenda*  
300 Walnut Street, Suite 225  
Leavenworth, KS 66048  
September 14, 2022  
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.  
  
Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.
  - a) Approval of the minutes of September 7, 2022
  - b) Approval of the schedule for the week September 19, 2022

- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to approve the Leavenworth County Budget for tax year 2023.
- b) Consider a motion to approve the Leavenworth County Special Other Funds Budget for tax year 2023.
- c) Consider a motion to approve a contract with KDOT for the parking lot construction at Cushing.
- d) Consider a motion to approve the contract extension with Lexeco for rock crushing at the Tonganoxie Quarry.

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

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, September 12, 2022**

**Tuesday, September 13, 2022**

**Wednesday, September 14, 2022**

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

11:30 a.m.          LCDC Annual Golf Tournament  
                          • Falcon Lakes Golf Course

**Thursday, September 15, 2022**

**Friday, September 16, 2022**

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

\*\*\*\*\*September 7, 2022 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, September 7, 2022. 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; Connie Harmon, Council on Aging Director; John Richmeier, Leavenworth Times, David Warm, Executive Director of Mid America Regional Council; Ron Achelpohl, Director of Transportation and Environment for MARC; Lisa Haack, Executive Director of LCDC; Dan Gutshall, LCPA Spec Building Loan Committee; Chris Donnelly, LCPA Chairman

Residents: Eric McMillin, Wes Baker

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

David Warm and Ron Achelpohl updated the Board on transportation priorities, upcoming projects and grant opportunities through the Mid America Regional Council.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, September 7, 2022 as presented.***

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

Connie Harmon requested approval and the chairman's signature on the notification of grants approvals revision for 2022.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to approve and authorize the chairman to sign the notification of grants approvals revision for 2022 for Council on Aging.***

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

Chris Donnelly, Lisa Haack and Dan Gutshall, spoke about the spec building project through the Port Authority and presented a funding request in the amount of \$57,184.43 for a spec building incentive loan.

No motion was made on the funding request.

***A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson that the Board recess for a closed executive meeting for the discussion of pending 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 Board resume open meeting at 10:20 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 has returned to regular session at 10:20 a.m. No action was taken and no decisions were made. The subject was limited to the legal interests of the County.

Commissioner Stieben met with a township board member regarding the fire district.

Commissioner Culbertson attended the Leavenworth City Commission meeting.

Commissioner Kaaz will attend the Port Authority meeting and will attend a luncheon on Friday with Pat Roberts as the guest speaker. She will meet with the interim CEO of the Transit Authority who will be touring Leavenworth next Friday.

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

The Board adjourned at 10:22 a.m.

Draft

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

## **Monday, September 19, 2022**

## **Tuesday, September 20, 2022**

12:00 p.m.      LCPA meeting

## **Wednesday, September 21, 2022**

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

## **Thursday, September 22, 2022**

## **Friday, September 23, 2022**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 09/01/2022 END DATE: 09/09/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#					
20588	ADVANTAGE	ADVANTAGE PRINTING	329887	99923 AP	09/09/2022	2-001-5-05-301	381 EMS #10 WINDOW ENVELOPES X	295.00	
2167	ASTROPHYSICS INC	ASTROPHYSICS INC	329888	99924 AP	09/09/2022	2-001-5-07-208	1447 JC/CTHSE 1 YR EXT WARRANT	14,098.40	
22369	BAMFORD FI	BAMFORD FIRE SPRINKLER	329890	99926 AP	09/09/2022	2-001-5-31-297	ANNUAL WEST INSP 725 LAMING	329.00	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	329891	99927 AP	09/09/2022	2-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
24545	CDW GOVERN	CDW GOVERNMENT INC	329893	99929 AP	09/09/2022	2-001-5-18-301	3773122 CABLES	90.56	
24545	CDW GOVERN	CDW GOVERNMENT INC	329871	99912 AP	09/07/2022	2-001-5-28-301	3773122 TONER X3 (HR)	305.52	
							*** VENDOR	24545 TOTAL	396.08
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	329894	99930 AP	09/09/2022	2-001-5-32-296	01001100496 JC JANITORIAL SVC	5,582.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	329895	99931 AP	09/09/2022	2-001-5-18-213	LOGMEIN DISPUTE RESOLVED AUG	954.99	
86	EVERGY	EVERGY KANSAS CENTRAL INC	329896	99932 AP	09/09/2022	2-001-5-05-215	ELEC SVC EMS 9103	711.98	
86	EVERGY	EVERGY KANSAS CENTRAL INC	329872	99913 AP	09/07/2022	2-001-5-14-220	ELEC SVC COURTHOUSE	13,256.90	
86	EVERGY	EVERGY KANSAS CENTRAL INC	329872	99913 AP	09/07/2022	2-001-5-33-392	ELEC SVC 711 MARSHALL	7,995.35	
							*** VENDOR	86 TOTAL	21,964.23
1011	FEDEX	FEDEX	329897	99933 AP	09/09/2022	2-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	63.88	
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-001-5-11-253	LEAV01 IN316173 AUGUST SERVICE	16.33	
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-001-5-53-220	LEAV01 IN316173 AUGUST SERVICE	97.98	
							*** VENDOR	243 TOTAL	114.31
83	GRAFIX SHOPPE	M J DONOVAN ENTERPISES, INC	329900	99936 AP	09/09/2022	2-001-5-07-213	VEHICLE GRAPHICS UNIT 119	212.87	
236	INTERPRETERS	INTERPRETERS INC	329903	99939 AP	09/09/2022	2-001-5-19-221	DIST CT INTERPRETER 2022CR391	145.00	
236	INTERPRETERS	INTERPRETERS INC	329903	99939 AP	09/09/2022	2-001-5-19-221	DIST CT INTERPRETER 2020TR282	180.00	
							*** VENDOR	236 TOTAL	325.00
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	329904	99940 AP	09/09/2022	2-001-5-02-212	RSSW3/660031814/300WALNUT/S800	32.31	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	329904	99940 AP	09/09/2022	2-001-5-11-208	RSVP8/STATE OF KS-LVCO ATTY	26.00	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	329904	99940 AP	09/09/2022	2-001-5-14-247	RSSW3/660031814/300WALNUT/S800	14.98	
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	329904	99940 AP	09/09/2022	2-001-5-28-301	RSSW3/660031814/300WALNUT/S800	14.98	
							*** VENDOR	8416 TOTAL	88.27
6636	KANSAS GAS	KANSAS GAS SERVICE	329873	99914 AP	09/07/2022	2-001-5-05-215	510263944 1556921 09 EMS 9102	44.30	
6636	KANSAS GAS	KANSAS GAS SERVICE	329873	99914 AP	09/07/2022	2-001-5-05-215	512142220 2006970 09 GAS SERVI	57.94	
6636	KANSAS GAS	KANSAS GAS SERVICE	329906	99942 AP	09/09/2022	2-001-5-05-215	510614745 2015657 27 GAS TRANS	77.90	
							*** VENDOR	6636 TOTAL	180.14
26400	KANSAS GAS	KANSAS GAS SERVICE	329874	99915 AP	09/07/2022	2-001-5-14-220	510614745 1631910 36 GAS SERVI	38.98	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	329907	99943 AP	09/09/2022	2-001-5-31-290	08-LVPWD01 LOCATES	10.80	
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	329909	99945 AP	09/09/2022	2-001-5-19-221	9020533027 DIST CT INTERPRETER	4.75	
168	LCHS	LEAVENWORTH CO HUMANE SOCIETY	329910	99946 AP	09/09/2022	2-001-5-07-266	ANIMAL SHELTERING PER CONTRACT	1,312.50	
220	LEAV CO EX	LEAVENWORTH COUNTY EXTENSION	329875	99916 AP	09/07/2022	2-001-5-25-220	PER 2022 LVCO BUDGET	65,766.25	
537	LEAV TIMES	CHERRYROAD MEDIA INC	329912	99948 AP	09/09/2022	2-001-5-19-217	24156 DIST CT LEGAL NOTICE 202	39.94	
383	LYON CHRISTOPHER	CHRISTOPHER LYON	329913	99949 AP	09/09/2022	2-001-5-11-211	REIM MILEAGE - SPECIAL PROSECU	47.50	
533	MERCHANT MCINTYRE	MERCHANT MCINTYRE & ASSOCIATES	329876	99917 AP	09/07/2022	2-001-5-14-232	328369 GRANT SEEKING SERVICES	7,500.00	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	329914	99950 AP	09/09/2022	2-001-5-11-303	OPL305_K COPIER - CO ATTY	18.54	
3	OTHER COUNTY OFFICE	CLAY CO SHERIFF'S DEPT	329916	99952 AP	09/09/2022	2-001-5-11-201	SERVICE OF LEGAL DOCUMENTS	50.00	
12897	PRICE DIGESTS	PRICE DIGESTS	329877	99918 AP	09/07/2022	2-001-5-41-370	266900 APPRAISAL GUIDES	719.85	
12897	PRICE DIGESTS	PRICE DIGESTS	329877	99918 AP	09/07/2022	2-001-5-41-370	266900 APPRAISAL GUIDES	779.85	
12897	PRICE DIGESTS	PRICE DIGESTS	329877	99918 AP	09/07/2022	2-001-5-41-370	266900 APPRAISAL GUIDES	569.85	
12897	PRICE DIGESTS	PRICE DIGESTS	329877	99918 AP	09/07/2022	2-001-5-41-370	266900 APPRAISAL GUIDES	1,079.85	
							*** VENDOR	12897 TOTAL	3,149.40
512	PROFESSIONAL ASSOCIA	PROFESSIONAL ASSOCIATION	329917	99953 AP	09/09/2022	2-001-5-07-240	AG-7315 DIAGNOSTIC INTERVIEW	375.00	
6575	STERICYCLE	STERICYCLE, INC	329922	99958 AP	09/09/2022	2-001-5-07-359	2237623 MEDICAL WASTE REMOVAL	192.72	
4445	T MOBILE	T-MOBILE USA, INC	329878	99919 AP	09/07/2022	2-001-5-05-210	974536189 WIRELESS SERVICE EMS	446.57	
350	TREASURER	LEAVENWORTH COUNTY	329923	99959 AP	09/09/2022	2-001-5-14-241	RE TAX - 2020 ACQUISITION 1117	191.64	
350	TREASURER	LEAVENWORTH COUNTY	329879	99920 AP	09/07/2022	2-001-5-41-303	30 336X36 MAPS	360.00	
							*** VENDOR	350 TOTAL	551.64
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-05-215	WATER SVC EMS 9101	65.14	

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-05-215	35401-9350 WATER SVC	51.15		
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-14-220	WATER SVC 300 WALNUT	2,062.48		
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-32-392	WATER SVC 601 S 3RD ST	4,011.84		
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	27.60		
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-001-5-33-392	WATER SVC 711 MARSHALL 2 METER	777.29		
							*** VENDOR	2 TOTAL		6,995.50
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-11-253	CO ATTY FUEL TO 8.23.22	80.22		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-331	EMS FUEL TO 8.23.22	11,871.50		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-332	LVSO FUEL TO 8.23.22	8,179.68		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-334	APPRAISER FUEL TO 8.23.22	529.90		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-335	PLANNING FUEL TO 8.23.22	71.29		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-335	PLANNING FUEL TO 8.23.22	40.33		
276	WEX	WEX BANK	329931	37	09/09/2022	2-001-5-14-901	0496-00-668063-1 WEX REBATE	334.76-		
							*** VENDOR	276 TOTAL		20,438.16
100	WITNESS LIST						*** VENDOR	100 TOTAL		139.38
							TOTAL FUND 001			154,681.80
-----										
2666	MISC REIMBURSEMENTS	NANCY THEIS	329915	99951 AP	09/09/2022	2-104-5-00-212	REIM SNACKS FOR MEETING	43.85		
							TOTAL FUND 104			43.85
-----										
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	329908	99944 AP	09/09/2022	2-108-5-00-280	PRENATAL CLINICAL SERVICES	1,800.00		
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	329908	99944 AP	09/09/2022	2-108-5-00-280	PRENATAL CLINICAL SERVICES	1,800.00		
							*** VENDOR	1629 TOTAL		3,600.00
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-108-5-00-219	35401-9350 WATER SVC	38.37		
2	WATER DEPT	WATER DEPT	329925	99961 AP	09/09/2022	2-108-5-00-606	35401-9350 WATER SVC	12.78		
							*** VENDOR	2 TOTAL		51.15
276	WEX	WEX BANK	329931	37	09/09/2022	2-108-5-00-304	WEX FUEL TO 8.23 HEALTH DEPT	33.47		
276	WEX	WEX BANK	329931	37	09/09/2022	2-108-5-00-610	WEX FUEL TO 8.23 HEALTH DEPT	14.34		
276	WEX	WEX BANK	329931	37	09/09/2022	2-108-5-00-612	WEX FUEL TO 8.23 HEALTH DEPT	103.25		
							*** VENDOR	276 TOTAL		151.06
							TOTAL FUND 108			3,802.21
-----										
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-115-5-00-410	LEAV01 IN316173 AUGUST SERVICE	48.99		
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-115-5-00-411	LEAV01 IN316173 AUGUST SERVICE	114.31		
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-115-5-00-415	LEAV01 IN316173 AUGUST SERVICE	32.66		
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-115-5-00-434	LEAV01 IN316173 AUGUST SERVICE	522.56		
							*** VENDOR	243 TOTAL		718.52
27486	INSIGHT	INSIGHT	329902	99938 AP	09/09/2022	2-115-5-00-409	10036173 UPS MANAGEMENT CARDS	1,135.86		
1819	VLP	VICTOR L PHILLIPS CO	329924	99960 AP	09/09/2022	2-115-5-00-423	OUR 03-03 TRACT LOADER (10F5)	15,786.80		
							TOTAL FUND 115			17,641.18
-----										
276	WEX	WEX BANK	329931	37	09/09/2022	2-123-5-00-301	FUEL TO 8.23	35.64		
							TOTAL FUND 123			35.64
-----										
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-126-5-00-221	LEAV01 IN316173 AUGUST SERVICE	16.33		
276	WEX	WEX BANK	329931	37	09/09/2022	2-126-5-00-221	FUEL TO 8.23	29.64		
							TOTAL FUND 126			45.97

warrants by vendor



TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
86	EVERGY	EVERGY KANSAS CENTRAL INC	329896	99932 AP	09/09/2022	2-133-5-00-251	9-5 ELEC SVC NORTH END SALT DO	26.92		
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-133-5-00-229	LEAV01 IN316173 AUGUST SERVICE	723.67		
632	RWD 8	RURAL WATER DIST NO 8	329920	99956 AP	09/09/2022	2-133-5-00-214	9-9 WATER METERS AT CO SOHP	25.00		
632	RWD 8	RURAL WATER DIST NO 8	329920	99956 AP	09/09/2022	2-133-5-00-214	9-9 WATER METERS AT CO SOHP	75.00		
							*** VENDOR	632 TOTAL		100.00
							TOTAL FUND 133			850.59
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-136-5-00-221	LEAV01 IN316173 AUGUST SERVICE	16.33		
							TOTAL FUND 136			16.33
562	ACCESSIBLE SOLUTIONS	ACCESSIBLE SOLUTIONS INC	329886	99922 AP	09/09/2022	2-145-5-00-208	LICENSE FEES (10) CO ON AGING	635.00		
2621	CAFE	TERRY BOOKER	329892	99928 AP	09/09/2022	2-145-5-00-256	MEALS RESERVED 8/15 - 8/31	10,326.75		
2621	CAFE	TERRY BOOKER	329892	99928 AP	09/09/2022	2-145-5-00-256	MEALS RESERVED 8/15 - 8/31	10,384.50		
2621	CAFE	TERRY BOOKER	329892	99928 AP	09/09/2022	2-145-5-00-256	MEALS RESERVED 8/15 - 8/31	6,405.00		
							*** VENDOR	2621 TOTAL		27,116.25
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	329898	99934 AP	09/09/2022	2-145-5-00-246	SEPT UTILITY STIPEND TONGANOXI	124.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	329898	99934 AP	09/09/2022	2-145-5-05-202	SEPT UTILITY STIPEND TONGANOXI	66.00		
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	329898	99934 AP	09/09/2022	2-145-5-07-202	SEPT UTILITY STIPEND TONGANOXI	10.00		
							*** VENDOR	184 TOTAL		200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	329901	99937 AP	09/09/2022	2-145-5-00-246	SEPT UTILITY STIPEND BASEHOR S	124.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	329901	99937 AP	09/09/2022	2-145-5-05-202	SEPT UTILITY STIPEND BASEHOR S	66.00		
89	HICKORY VILAS	HICKORY VILLAS, LLC	329901	99937 AP	09/09/2022	2-145-5-07-202	SEPT UTILITY STIPEND BASEHOR S	10.00		
							*** VENDOR	89 TOTAL		200.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	329911	99947 AP	09/09/2022	2-145-5-00-201	CO ON AGING - CARD STOCK	175.52		
537	LEAV TIMES	CHERRYROAD MEDIA INC	329912	99948 AP	09/09/2022	2-145-5-00-209	23861 JOB ADS - COUNCIL ON AGI	26.85		
276	WEX	WEX BANK	329931	37	09/09/2022	2-145-5-00-304	COA FUEL TO 8.23.22	5,886.74		
1830	1830 BROADWAY	1830 BROADWAY LLC	329930	99966 AP	09/09/2022	2-145-5-00-215	OCTOBER RENT 1830 S BROADWAY	5,491.84		
							TOTAL FUND 145			39,732.20
8416	IRON MOUNTAIN	IRON MOUNTAIN INC	329904	99940 AP	09/09/2022	2-146-5-00-218	RSSW3/660031814/300WALNUT/S800	64.62		
							TOTAL FUND 146			64.62
1819	VLP	VICTOR L PHILLIPS CO	329885	99921 AP	09/08/2022	2-153-5-00-3	9-1 62824 84" PICKUP BROOM OUR	7,189.00		
							TOTAL FUND 153			7,189.00
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-155-5-00-401	LEAV01 IN316173 AUGUST SERVICE	169.83		
8569	KANEQUIP INC	KANEQUIP, INC	329905	99941 AP	09/09/2022	2-155-5-00-4	9-3 LEAVCO MOWER ROTARY 16-14	17,377.83		
							TOTAL FUND 155			17,547.66
86	EVERGY	EVERGY KANSAS CENTRAL INC	329872	99913 AP	09/07/2022	2-160-5-00-210	ELEC SVC TRANSFER STATION	525.26		
86	EVERGY	EVERGY KANSAS CENTRAL INC	329872	99913 AP	09/07/2022	2-160-5-00-210	ELEC SVC TRANSFER STATION	23.95		
86	EVERGY	EVERGY KANSAS CENTRAL INC	329872	99913 AP	09/07/2022	2-160-5-00-210	ELEC SVC TRANSFER STATION	279.48		
							*** VENDOR	86 TOTAL		828.69
243	GEOTAB	GEOTAB USA INC	329899	99935 AP	09/09/2022	2-160-5-00-215	LEAV01 IN316173 AUGUST SERVICE	48.99		
537	LEAV TIMES	CHERRYROAD MEDIA INC	329912	99948 AP	09/09/2022	2-160-5-00-212	21253 RFP - BIDS FOR NON-HAZAR	10.78		
197	PURSELL HOLDINGS	PURSELL HOLDINGS LLC	329918	99954 AP	09/09/2022	2-160-5-00-207	LEA005 TUB GRINDING	2,400.00		
6917	RWD 1	RURAL WATER DIST #1	329919	99955 AP	09/09/2022	2-160-5-00-210	WATER METER - TRANSFERSTATION	32.00		
							TOTAL FUND 160			3,320.46
3030	ISG TECHNOLOGY	ISG TECHNOLOGY	329934	10151 AP	09/09/2022	2-172-5-00-107	ARPA102 1.8 HARDWARE/SOFTWARE	11,176.18		
604	K&W UNDERGROUND, INC	K&W UNDERGROUND, INC.	329935	10152 AP	09/09/2022	2-172-5-00-107	ARPA103 1.3 FIBER OPTIC	497,800.94		

warrants by vendor

START DATE: 09/01/2022 END DATE: 09/09/2022

TYPES OF CHECKS SELECTED: \* ALL TYPES

			P.O.NUMBER	CHECK#						
196	OLSSON	OLSSON, INC	329936	10153 AP	09/09/2022	2-172-5-00-107	ARPA104 1.3 FIBER OPTIC PROJ		6,664.60	
196	OLSSON	OLSSON, INC	329936	10153 AP	09/09/2022	2-172-5-00-107	ARPA104 1.3 FIBER OPTIC PROJ		25,200.00	
							*** VENDOR	196 TOTAL		31,864.60
							TOTAL FUND 172			540,841.72
-----										
1737	AT&T-CAROL STREAM IL	AT&T	329889	99925 AP	09/09/2022	2-174-5-00-210	210 074 2055 055 KDOT SITE BON		417.10	
							TOTAL FUND 174			417.10
-----										
4752	SKC COMMUN	SKC COMMUNICATIONS PRODUCTS	329921	99957 AP	09/09/2022	2-197-5-00-201	PEL011 1 DESKTOP MICROPHONE BA		181.36	
							TOTAL FUND 197			181.36
-----										
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	329907	99943 AP	09/09/2022	2-210-5-00-2	08-LVPWD01 LOCATES		3.60	
							TOTAL FUND 210			3.60
-----										
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	329907	99943 AP	09/09/2022	2-212-5-00-2	08-LVPWD01 LOCATES		2.40	
							TOTAL FUND 212			2.40
-----										
							TOTAL ALL CHECKS			786,417.69

TYPES OF CHECKS SELECTED: \* ALL TYPES

FUND SUMMARY

001	GENERAL	154,681.80
104	DRUG PROSECUTOR'S FUND	43.85
108	COUNTY HEALTH	3,802.21
115	EQUIPMENT RESERVE	17,641.18
123	JUVENILE CRIME PREVENTION	35.64
126	COMM CORR ADULT	45.97
133	ROAD & BRIDGE	850.59
136	COMM CORR JUVENILE	16.33
145	COUNCIL ON AGING	39,732.20
146	COUNTY TREASURER SPECIAL	64.62
153	PUBLIC WORKS,EQUIP.RESERVE FUND	7,189.00
155	LSR CAPITAL EQUIP RESERVE	17,547.66
160	SOLID WASTE MANAGEMENT	3,320.46
172	AMERICAN RECOVERY PLAN	540,841.72
174	911	417.10
197	INK FEE FUND	181.36
210	SEWER DISTRICT 1: HIGH CREST	3.60
212	SEWER DISTRICT 2: TIMBERLAKES	2.40
	TOTAL ALL FUNDS	786,417.69

Consent Agenda for 9/14/2022  
Checks dated 9/1-9/9

---

---



## COUNTY OF LEAVENWORTH

County Administrator  
300 Walnut, Suite 225  
Leavenworth, Kansas 66048-2815  
(913) 684-0417  
Facsimile (913) 684-0410

**email:** [mloughry@leavenworthcounty.gov](mailto:mloughry@leavenworthcounty.gov)

---

**To:** Board of County Commissioners  
**From:** Mark Loughry, Leavenworth County Administrator  
**cc:** Board of County Commissioners  
**Date:** 9/9/2022  
**Re:** 2023 Budget Request

---

Commissioners, the attached budget documents reflect the direction given by the Board of County Commissioners to reduce the 2023 overall Ad Valorem rate by .75 mills or approximately \$703,000.00. The original submission reflected a reduction of .25 mills or approximately \$234,000.00.

The requested additional .5 mill decrease has been taken from the General Fund. We removed the requested increase of \$67,350 from the Fair Board and the \$31,000 of Commission discretionary spending. We then reviewed 2022 spending and adjusted projected cash carryover into 2023 based on our spending to date pattern for 2022. These two adjustments have allowed us to present the requested reduction without reducing core services in 2023. However, with the record inflation there is a chance we will need to revisit this in January of 2023 if our expenditures for the 2022 budget year end up accelerating faster than we are projecting.

The Special funds budget has not changed from the original submitted request.

Please let me know if you have questions or would like further discussion.





NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

The governing body of  
**Leavenworth County Special - Other Funds**

will meet on August 24, 2022 at 9:15 A.M. at Leavenworth County Courthouse, Commission Meeting Room for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax and Revenue Neutral Rate. Detailed budget information is available at Leavenworth County Clerk's Office and will be available at this hearing.

**BUDGET SUMMARY**

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023			
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate*	
General								
Debt Service								
Local Service Rd & I	3,553,118	8.431	3,691,115	8.431	4,363,225	3,351,358	8.856	
Sewer District 1	38,654		54,331		54,331			
Sewer District 2	47,457							
Sewer District 3	103,212		103,712		103,712			
Sewer District 5	15,404		19,474		19,474			
Sewer District 6								
Sewer District 7	63,919		63,920		63,920			
Non-Budgeted Funds	2,246,620							
Totals	6,068,384	8.431	3,932,552	8.431	4,604,662	3,351,358	8.856	
<i>Revenue Neutral Rate**</i>								7.390

Less: Transfers	1,034,886	1,209,414	1,333,066
Net Expenditure	5,033,498	2,723,138	3,271,596
Total Tax Levied	2,583,808	2,797,003	XXXXXXXXXXXXXXXXXXXX
Assessed Valuation	306,481,284	331,724,553	378,433,326
Outstanding Indebtedness, January 1,	2020	2021	2022
G.O. Bonds	0	0	0
Revenue Bonds	811,295	788,336	711,552
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	811,295	788,336	711,552

\*Tax rates are expressed in mills  
\*\*Revenue Neutral Rate as defined by KSA 79-2988

Leavenworth County  
Leavenworth County

# Leavenworth County Request for Board Action

**Date:** September 14, 2022  
**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 contract PT-0626-23 with KDOT for the parking lot construction at Cushing.

**Recommendation:** Approval

### **Analysis:**

The attached contract is for the grant we received to complete a parking lot improvement project and pavement repair at Cushing. It is a 90/10 grant. The project is projected to cost \$583,333 of which KDOT will be reimbursing the county \$525,000.

There is concern about timing for this project. KDOT was a year late awarding the grant and now we have to have the project complete by July, 2023 to get reimbursed. The project will have to have an RFP for design, design will need to be completed, advertise the construction bids, and complete construction in 10 months.

**Alternatives:** Table, Deny, Approve

### **Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds – 171 Sales Tax Fund
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

### **Total Amount Requested:**

\$58,333 of county funds after reimbursement.

### **Additional Attachments:**

Contract



## KDOT Info Sheet

**Date** \_\_\_\_\_

**CMS Number** \_\_\_\_\_  
(KDOT will fill in)

**Project Number** \_\_\_\_\_  
(KDOT will fill in)

**Agency's Name**

\_\_\_\_\_

\_\_\_\_\_

**Agency's Federal Tax Id Number (FEIN)** \_\_\_\_\_

**Agency's Unique Entity ID** \_\_\_\_\_

**SAM Expiration Date** \_\_\_\_\_  
(System for Awards Management)

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

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

**Payment mailing address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**AGREEMENT FOR CAPITAL AND OPERATING ASSISTANCE FUNDS  
FOR  
STATE TRANSPORTATION PROJECTS  
BETWEEN  
THE SECRETARY OF TRANSPORTATION OF THE STATE OF KANSAS  
AND  
LEAVENWORTH COUNTY**

**THIS AGREEMENT** made this 1st day of September, 2022 is between the Secretary of Transportation of the State of Kansas (“Secretary”) and the Leavenworth County, (“Provider”), collectively, the “Parties”.

**RECITALS**

- A. The Coordinated Public Transportation Assistance Act, K.S.A. § 75-5032, *et seq.* (CPTAA) provides in part for capital grants to transit authority grantees for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons, persons with disabilities, and the general public.
- B. The Legislature of the State of Kansas has authorized the Secretary to administer the financial assistance by selecting projects of eligible applicants and administering the funds.
- C. The Secretary has delegated this authority to KDOT’s Bureau of Transportation Planning, Public Transportation Unit.
- D. The Provider has expressed an interest in sponsoring the Project within its geographic area to include the provisions and support of Public Transportation Services and has been identified as an eligible applicant under CPTAA.
- E. The Secretary is willing to provide financial assistance to the Provider for the Project, subject to the terms and provisions contained in this Agreement.

**NOW THEREFORE**, 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. **“Capital Equipment”** means the personal or real property identified in Appendix A, to be purchased by Provider pursuant to this Agreement. For purposes of this Agreement, Capital Equipment may include mobility management activities and Operating Costs.

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

## ARTICLE II

### PARTY RESPONSIBILITIES:

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

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

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

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

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

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

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

8. **Records and Reports.**

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

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

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

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

9. **Default.**

(a) Remedies.

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

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

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

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

11. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### SPECIAL PROVISIONS FOR CAPITAL EQUIPMENT:

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

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

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



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

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

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

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

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

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

(e) **Default.** Any material default by the Provider in the Project Application or this Agreement allows the Secretary the option of requiring the Provider remit to the Secretary a proportional amount of the fair market value, as identified in Appendix A.

4. **Creation of Security Interest.** For the purpose of securing the performance of all the terms and conditions of this Agreement by the Provider, the Provider hereby grants to the Secretary, pursuant to K.S.A. § 84-9-101, *et seq.*, of the Kansas Uniform Commercial Code, a security interest in the Capital Equipment listed in Appendix A of this Agreement.

5. **Maintenance and Inspection of Capital Equipment.** The Provider shall maintain, at its expense, all Capital Equipment in accordance with the detailed maintenance and inspection schedules furnished by the manufacturer. The Provider shall submit a certification of compliance with required maintenance procedures to the Secretary on an annual basis.

6. **Maximum Utilization of Capital Equipment.** In connection with the performance of the Project, the Provider will cooperate with the Secretary in meeting its commitments and goals with regard to the maximum utilization of Capital Equipment, insuring said Capital Equipment is used in a fashion that will not hamper interagency cooperation and coordination of transportation services provided in their respective geographic areas.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Survival of Obligations.** The Provider shall remain obligated to the Secretary under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to the Indemnification provisions.

2. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

3. **Civil Rights Act.** “Special Attachment No. 2” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

4. **Contractual Provisions Attachment.** The provisions found in the most current version of the “Special Attachment No. 1, Contractual Provisions Attachment (Form DA-146a)”, which is attached, are hereby incorporated into this Agreement and made a part hereof.

5. **Certification Regarding Sexual Harassment.** The Provider agrees to comply with Executive Order 18-04 (February 5, 2018), by signing “Special Attachment No. 4, Policy Regarding Sexual Harassment”, which is attached to and made a part of this Agreement.

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

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

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

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

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

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

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

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

**LEAVENWORTH COUNTY**

**SECRETARY OF TRANSPORTATION  
KANSAS DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: Assistant Bureau Chief

TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

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

## **INDEX OF ATTACHMENTS**

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

**REVISED APPENDIX "A"**

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

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

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

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

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

### PREAMBLE

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

### CLARIFICATION

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

### ASSURANCE APPENDIX A

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

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



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

#### ASSURANCE APPENDIX E

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

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

**CERTIFICATION OF COORDINATING PROVIDER**

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

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

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

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

except as here expressly stated (if any):

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_

**CERTIFICATION OF THE SECRETARY OF TRANSPORTATION**

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

(a) employ or retain, or agree to employ or retain, any firm or person, or

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

except as here expressly stated (if any):

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Secretary of Transportation  
for the State of Kansas

BY: Cory E. Davis  
Assistant Bureau Chief

**Policy Regarding Sexual Harassment**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Contractor Name (Type or Print)

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company

# Leavenworth County Request for Board Action

**Date:** September 14, 2022

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:**

**Additional Reviews as needed:**

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

---

---

**Action Requested:** Acceptance of the contract extension for rock crushing at the Tonganoxie Quarry by Lexeco.

**Recommendation:** Approval

**Analysis:** Public Works received four bid/proposals for rock crushing at the Tonganoxie Quarry in 2021. Lexeco offered the lowest per ton price, availability last winter, and had local contractor status. Their proposal included a price of \$8.20/ton off of the crusher and \$8.40/ton from the stockpile for rock that meets or exceeds KDOT AB1 standards. The contract allowed for a mutually agreed upon continuance of services after 50,000 tons was produced. We are exhausting the small area where we crushed over the past year and will be moving locations and stripping topsoil again. This time the location will be west of the shooting range as shown on the attached map. Lexeco has requested an 11% cost increase to \$9.35/ton. This is reasonable in relation to the increase in fuel costs and fertilizer cost for blasting over the past 16 months. \$9.35/ton would have been the low bid of the four bids received 16 months ago.

Lexeco will be responsible for maintaining a site SWPPP. They have provided a scale.

**Alternatives:**

**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 and proposal

**OWNER-CONTRACTOR**  
**EXTENSION AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and **between LEAVENWORTH COUNTY, KANSAS** (hereafter "Owner") and **LEAVENWORTH EXCAVATING AND EQUIPMENT COMPANY, INC. (LEXECO)** (hereafter "Contractor"), collectively referred to as the "Parties", to perform the agreed upon services as described herein.

**PROJECT:** QUARRY  
OPERATIONS/ROCK  
CRUSHING (TONGANOXIE  
QUARRY)

**CONTRACTOR'S SCOPE OF SERVICES:** (hereafter referred to as "Services") are generally described as follows, as more fully set out in Contractor's proposal dated May 14, 2021 and incorporated herein.

**TERMS AND CONDITIONS**

**1.0 GENERAL PROVISIONS**

Owner is the permitted addressee of a Reclamation plan filed with the Kansas State Conservation Commission for the Tonganoxie quarry. All Contractor operations will be conducted in accordance with the Owner's reclamation plan and mining permit.

Owner is the permitted addressee of a Storm Water Pollution Prevention Plan (SWPPP) filed with the Kansas Department of Health and Environment (KDHE) all normal quarry operations will be conducted in accordance with the Contract's SWPPP.

Owner is the permitted addressee of a Spill Prevention Plan (SPP) filed with the Kansas Department of Health and Environment (KDHE) all normal quarry operations will be conducted in accordance with Owner's SPP plan.

Contractor will acquire an Air Permit (Class II General Operating Permit for Crushed and Broke Stone Facilities) prior to commencement of operations.

Contractor's expectation is not to store any explosives on site, as blasting activities will most likely be conducted by an independent licensed blasting contractor. Therefore, no explosive storage permit will be required. In the event Contractor elects to perform blasting activities, Contractor will secure all State required permitting.

**2.0 OPERATIONS**

**2.1 Hours of Operation**

Hours of production operation will be 7:00 am to 5:00 pm Monday thru Saturday. Contractor is requesting that maintenance of equipment be performed outside the hours of production operation.

## **2.2 Topsoil / Overburden Removal**

Whereas Owner is the Mining Permit addressee of the site for operations conducted by Contractor in regards to removal of top soil and overburden. Accordingly, Contractor's mining activities will be conducted under Owner's Reclamation Plan filed with the State Conservation Commission. For the areas to be quarried along the southern portion of the property, there is an exclusion area of 350 foot setback from Sandusky Road.

A site Operations Map must be agreed upon by Parties and on file at the Public Works Office at least 30 days prior to Contractor starting site operations. The Operations Map may be amended by written mutual agreement between Owner and Contractor. Aggregate will be stockpiled at the crushing location.

Leavenworth County will remove trees and vegetation from the operation area prior to the contractor removing the overburden.

Contractor will utilize removed overburden to fill and establish 3 to 1 slopes of high walls to previously quarried areas, and topsoil will be preserved and applied in accordance with standards set forth by the Kansas Department of Agriculture. The County will be responsible for seeding of the reclaimed areas.

## **2.3 Blasting Operations**

Based on the size of area for which quarrying activities will be conducted on the Owner's property, pre-blast surveys will be offered to all property owners with structures within 1/4-mile (1,320 feet) of the proposed quarry area, as outlined within the operations map. Contractor, or their Blasting Contractor, will employ an independent seismic monitoring firm to conduct the pre-blast surveys of the houses and buildings (parcels with houses and/or structures within a 1/4-mile radius of the proposed quarry area).

Pre-blast surveys will be completed a month prior to any blasting activities. Contractor shall send a certified registered letter with return receipt to all affected property owners informing them of the offer for the pre-blast survey. The pre-blast survey shall be submitted to the owners of the parcels who accept the offer and a copy provided to Leavenworth County Public Works. Upon request, a copy of the letter informing the residents offering the pre-blast survey and return receipts shall be provided to Leavenworth County Public Works.

Throughout blasting process, the independent seismic monitoring firm shall provide a remote seismograph to monitor and record data of all blasting activities. The remote seismograph will transmit blast data to a centralized location, where the data will then be distributed via email to parties requesting blast data. In addition, Contractor will maintain blast data at the Office in Leavenworth, Kansas available to review during the business hours of 9:00 am to 4:00 pm Monday through Friday.

Contractor, or their subcontractors, will self-perform the drilling of boreholes but will likely



engage an independent licensed blaster to conduct blasting activities. Blasting will normally be conducted between 10:00 am and 2:00 pm Monday thru Friday. Blasting will only be conducted outside of normal hours if weather or technical conditions prohibit blasting during the preferred hours. Contractor will require independent licensed blaster to provide industry standard insurance coverage. Contractor will continue to maintain a 350 foot no blast setback from Sandusky Road.

Contractor, or their authorized representative, will inspect and clear the blast zone of any unauthorized entry prior to blast signal being sounded. A blasting signal will be sounded prior to all blasts being detonated. The blasting signal will be a one-minute horn blast followed by a 15 second pause followed by a 15 second horn blast followed by detonation. The blast area will be inspected after the blast and an all clear given prior to work commencing. No charged blast holes will be left undetonated overnight.

In the event that Contractor elects to self-perform blasting activities, Contractor will notify Leavenworth Emergency Preparedness Office of explosives to be moved on site and to secure an Explosive Storage Permit issued by the Kansas State Fire Marshall prior to transporting explosives onto the site. Explosives will be stored in ATF approved storage magazines.

#### **2.4 Crushing Operations**

Upon completion of the removal of overburden a precise shot pattern will be drilled and blasting activities will be performed. A front-end loader will be used to load the shot rock onto off-road trucks which will transport the shot rock to the plant. Contractor will use a portable generator to supply electricity necessary to power crushing plant.

### **3.0 QUANTITY/QUALITY OF MATERIAL**

#### **3.1 Produced Material**

Contractor understands that the crushing of the agreed upon rock ledge, in the Tonganoxie Quarry, will generate a significant amount of waste fines when producing the required KDOT AB-1 spec rock.

Contractor will offer to assist the Owner in evaluating crushing mode alternatives to maximize the desired products from the available ledge.

Contractor will work with Owner to evaluate the remaining available rock ledges in the previously mined south-central site areas in an effort to produce the desired material of Owner.

#### **3.2 Sampling of Produced Materials**

For quality control purposes, Contractor will continuously complete visual inspections of the aggregate material being produced and notify Owner of any quality concerns. Upon the written request of the Owner, Contractor shall sample production daily and make test results

of sieve analysis for produced material available to the Owner. Results can be available by email directly from Quality Control Lab or sent out by traditional US Mail. Contractor shall designate an employee as its Quality Control Manager as the point of contact for information requests.

### **3.3 Material Handling**

Finished materials will be transferred from the plant site to a stockpile at an agreed location(s).

Contractor will utilize a water truck to apply water to haul roads as needed. Contractor will be permitted to use any or all standing water within the quarry for dust control purposes.

### **3.4 Stockpiling**

Contractor is proposing to produce at least 50,000 tons of the required materials per crushing setting after which the contractor may evaluate whether to proceed with the price per ton within this contract and complete the crushing of the operation area or request a price adjustment to complete the crushing of the operation area. Leavenworth County may negotiate, accept, deny, or complete a bidding/RFP for the remainder of the operation area if the price per ton is increased by the contractor after the completion of the 50,000 tons of initial crushing.

Once contracted crushing has commenced, and the quality of the material able to be produced is evaluated, a higher volume of production may be agreed upon by Contractor and the Owner in writing.

Any rock that does not meet the AB-1 spec will be stockpiled separately.

## **4.0 PRICING AND PAYMENT**

### **4.1 Material Purchasing/Scale**

The county will purchase the aggregate produced by Contractor for \$9.35/ton within 30 days of the time it is produced. The weight of the material in the stockpile being purchased will be determined off the scale on the belt of the crusher. The aggregate will be weighed on ticketed by the county as it used to verify the quantity purchased.

Parties agree to honor the material purchase prices listed above through December 31, 2023. If both parties agree to extend this agreement, material purchasing prices will be renegotiated at the time of extension.

Contractor will provide a State Certified Truck Scale to weigh County trucks hauling Contractor produced materials.

### **4.2 Billing and Purchasing**

Parties agree to utilize paper ticketing of material for the purchase of the stockpiled material. One copy of the ticket will be placed in a secure deposit box and the driver will retain a copy. Contractor will invoice on a weekly basis and provide a monthly statement for all tons hauled from the site.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, the day and year first above written.

**LEAVENWORTH COUNTY, KANSAS**

**LEAVENWORTH EXCAVATING AND  
EQUIPMENT COMPANY (LEXECO)**

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

By: Matt D. Kaaz \_\_\_\_\_

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

Print Name: Matt D. Kaaz \_\_\_\_\_

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

Title: Vice President \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Leavenworth Excavating & Equipment Co., Inc.

Date: 08/12/2022

Valued Customer:

We are pleased to quote the following prices for the below referenced project. Prices are valid for 30 days from the date above.

Project No:

Bid Date: 08/15/2022

Project Name: Tonganoxie Quarry Rock Crushing

Bid Item Code	Description	Quantity	Unit	Unit Price	Ext Price
1	QUARRY ROCK FOR LEAVENWORTH COUNTY	50,000.000	TONS	\$ 9.35	\$467,500.00
<b>Grand Total:</b>					<b>\$467,500.00</b>

Tax Exempt: Yes

Notes: Price is for Crusing another 50,000 ton. This material will come from the area indicated on the attached map. If the material is puchased as it comes off the belt, the unit price will be \$9.35/ton. If the material is stockpiled and you pay for it as you use it, then the price will be \$9.55/ton.

Pricing will be good through December 31, 2023



EXCLUSIONS: Clearing.



# Untitled Map

Write a description for your map.

## Legend

-  Leavenworth County Sheriff's Office Range
-  Polygon Measure



Leavenworth County Sheriff's Office Range

