

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
November 9, 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 November 2, 2022
 - b) Approval of the minutes of the work session of November 2, 2022

- c) Approval of the schedule for the week November 14, 2022
- d) Approval of the check register
- e) Approve and sign the OCB's
- f) Approve contract with Finney and Turnipseed for CR30 roadway design

VII. FORMAL BOARD ACTION:

- a) Consider a motion to accept the recommendation from Public Works to list surplus equipment on PurpleWave as presented.
- b) Consider a motion to approve the annual agreement to treat noxious weeds on state highway rights-of-way in the County.

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, November 7, 2022

Tuesday, November 8, 2022

Wednesday, November 9, 2022

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

Thursday, November 10, 2022

12:00 p.m. LCDC meeting

Friday, November 11, 2022 THE COURTHOUSE WILL BE CLOSED IN OBSERVANCE OF VETERANS DAY

10:30 a.m. Leavenworth County Veteran's Day Parade
• Downtown Leavenworth

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

*****November 2, 2022 *****

The Board of County Commissioners met in a regular session on Wednesday, November 2, 2022. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Jamie VanHouten, Community Corrections Director; Tom Cole, Economic Development Director; Aaron Yoakam, Buildings and Ground Director; Connie Harmon, Council on Aging Director; Krystal Voth, Planning and Zoning Director; John Richmeier, Leavenworth Times

Residents: Nancy Carpenter, John Matthews, Shawn Britz, Mike McDonald, Robert Owens, Wes Baker

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Doug Smith thanked everyone involved with getting the grant that was awarded to the Guidance Center.

Commissioner Mike Smith read a proclamation for Operation Green Light.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, November 2, 2022 as presented.

Motion passed, 5-0.

Connie Harmon requested approval of a contract to auction items at the Council on Aging for a public sale and declared remaining property surplus.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Culbertson to approve a contract with Gary Seifert to auction items for Council on Aging for public sale and the remaining property to be declared surplus.

Motion passed, 5-0.

Krystal Voth presented Resolution 2022-26, amending articles 19 and 25 of the 2006 Leavenworth County Zoning and Subdivision Regulations.

A motion was made by Commissioner Kaaz and seconded by Commissioner Doug Smith to approve Resolution 2022-26, amending Articles 19 and 25 of the 2006 Leavenworth County Zoning and Subdivision Regulations.

Motion passed, 5-0.

Aaron Yoakam requested to renew a contract with Symmetry Energy Solutions for natural gas.

A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to approve the renewal with Symmetry Energy Solutions for December 1, 2022 through November 30, 2023.

Motion passed, 5-0.

Jamie VanHouten presented the quarterly report for the Adult and Juvenile Community Corrections.

Tom Cole presented the quarterly report for Economic Development.

Nancy Carpenter commented on a non-agenda item.

Commissioner Culbertson attended the Leavenworth City Commission meeting.

Commissioner Kaaz will attend two KCATA meetings this week.

Commissioner Mike Smith reported the Lansing City Council is in discussion with Fire District #1 on how they will go forward with the Kansas Supreme Court ruling. He will be attending the LCDC VIP Event on Friday.

Commissioner Doug Smith attended the Basehor City Council meeting and the Fairmount Township meeting.

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

The Board adjourned at 10:13 a.m.

*****November 2, 2022 *****

The Board of County Commissioners met in a work session on Wednesday, November 2, 2022. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Kaaz, Commissioner Culbertson and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Krystal Voth, Planning and Zoning Director; Bill Noll, Infrastructure and Construction Services; John Richmeier, Leavenworth Times

Residents: Mike McDonald, John Matthews, Nancy Carpenter, Shawn Britz, Wes Baker, Raymond Reynolds

A work session was held to discuss special use permits.

The work session ended at 11:15 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, November 14, 2022

11:00 a.m. Saint Mary Veteran's Day Pinning Ceremony
• Social Room, 2nd Floor of St. Mary Hall

Tuesday, November 15, 2022

11:30 a.m. 37th Annual Athena Awards Luncheon
• Riverfront Community Center

12:00 p.m. LCPA meeting

Wednesday, November 16, 2022

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

Thursday, November 17, 2022

Friday, November 18, 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: 10/29/2022 END DATE: 11/04/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
10985	ARAMARK CO	ARAMARK CO	330911	100643 AP	11/04/2022	2-001-5-05-350	1285248 THREE SEASON JACKETS (192.26	
1537	ARV - PARTS	AMERICAN RESPONSE VEHICLE INC	330912	100644 AP	11/04/2022	2-001-5-05-306	EMS LATCH PIN, FLANGE	160.14	
1537	ARV - PARTS	AMERICAN RESPONSE VEHICLE INC	330912	100644 AP	11/04/2022	2-001-5-05-306	EMS LATCH PIN, FLANGE	347.40	
							*** VENDOR	1537 TOTAL	507.54
550	BECK, JUDITH	JUDITH BECK	330914	100646 AP	11/04/2022	2-001-5-07-219	MEDICAL SERVICES - JAIL INMATE	6,041.67	
2489	BEDNAR, ROBERT	HONORABLE ROBERT BEDNAR	330915	100647 AP	11/04/2022	2-001-5-19-252	DOMESTIC COURT PRO TEM	3,000.00	
2770	BOYD SHAWN REIM	SHAWN BOYD	330916	100648 AP	11/04/2022	2-001-5-11-202	PER DIEM, MILEAGE, TOLLS KCDAA	15.00	
2770	BOYD SHAWN REIM	SHAWN BOYD	330916	100648 AP	11/04/2022	2-001-5-11-202	PER DIEM, MILEAGE, TOLLS KCDAA	52.00	
2770	BOYD SHAWN REIM	SHAWN BOYD	330916	100648 AP	11/04/2022	2-001-5-11-211	PER DIEM, MILEAGE, TOLLS KCDAA	237.50	
2770	BOYD SHAWN REIM	SHAWN BOYD	330916	100648 AP	11/04/2022	2-001-5-11-211	PER DIEM, MILEAGE, TOLLS KCDAA	25.00	
							*** VENDOR	2770 TOTAL	329.50
283	BUSETTI ROBERT	ROBERT BUSETTI	330919	100651 AP	11/04/2022	2-001-5-07-219	MONTHLY FEE FOR DENTIST - INMA	350.00	
5447	CITY WIDE MAINTENANC	CITY WIDE MAINTENANCE	330921	100653 AP	11/04/2022	2-001-5-32-296	01001100496 JANITORIAL SVC JC	5,582.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-05-215	FREESTATE ELEC SVC EMS 9102	457.57	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-05-215	WASTE MGMT - TRASH EMS 9103	139.05	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-05-215	TONGANOXIE CITY - WATER SVC EM	91.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-05-280	MIDWEST MOBILE RADIO EMS	402.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-06-216	AT&T MOBILITY CODE ENFORCEMENT	86.86	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-208	WASTE MGMT SHERIFF DUMPSTER	495.13	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-208	MIDWEST MOBILE RADIO SHF/EM MG	1,640.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-210	AT&T WIRELESS SVC LVSO 5018	92.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-210	AT&T MONTHLY SVC SHERIFF 1113	254.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-216	TIME WARNER CABLE - INTERNET A	74.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-219	TIME WARNER INTERNET FOR MENTA	182.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-07-223	FREESTATE ELEC SVC TO SIRENS	392.66	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-14-210	SPECTRUM ENTERPRISE - COMMUNCI	2,023.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-14-210	SPECTRUM ENTERPRISE - COMMS AC	2,916.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-14-220	TONGANOXIE CITY WATER SVC 725	63.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-14-220	FREESTATE ELECTRIC SVC 725 LAM	796.65	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-19-220	IRON MOUNTAIN SHREDDING DIST C	161.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-19-220	IRON MOUNTAIN SHREDDING DIST C	2.35-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-49-341	POLLING PLACE SANITATION SUPPL	221.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-49-341	POLLING PLACE SANITATION SUPPL	198.06-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-001-5-53-207	WASTE MGMT TRASH - NOX WEED	94.61	
							*** VENDOR	648 TOTAL	10,387.36
546	CURTIS	CURTIS, STALEY, AND ASSOCIATES	330922	100654 AP	11/04/2022	2-001-5-07-219	MENTAL HEALTH SERVICES-JAIL IN	3,000.00	
24000	CUSTOM EARPIECE	CUSTOM EARPIECE	330923	100655 AP	11/04/2022	2-001-5-07-353	5581 RADIO EAR PIECES-PATROL	132.33	
1227	EVANS REAL	EVANS REAL ESTATE CO	330860	100638 AP	10/31/2022	2-001-5-07-222	ANNUAL VOLUNTEER INSURANCE 990	1,319.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	330925	100657 AP	11/04/2022	2-001-5-05-215	ELEC SVC EMS 9103	467.72	
86	EVERGY	EVERGY KANSAS CENTRAL INC	330925	100657 AP	11/04/2022	2-001-5-33-392	ELEC SVC 711 MARSHALL	8,615.09	
							*** VENDOR	86 TOTAL	9,082.81
1011	FEDEX	FEDEX	330926	100658 AP	11/04/2022	2-001-5-19-302	2389-5871-7 TRANSPORTATION CHA	62.15	
83	GRAFIX SHOPPE	M J DONOVAN ENTERPISES, INC	330928	100660 AP	11/04/2022	2-001-5-07-213	LV SHERIFF UNIT 110 VEHICLE GR	210.50	
120	GRENIER AUTOWORKS	ALFRED GRENIER II	330929	100661 AP	11/04/2022	2-001-5-07-213	LBVSO UNIT 110 GRAPHICS APPLIE	105.00	
733	HOSSINEI, SABER	SABER HOSSINEI	330933	100665 AP	11/04/2022	2-001-5-11-202	PER DIEM, MILEAGE KCDAA WICHIT	13.00	
733	HOSSINEI, SABER	SABER HOSSINEI	330933	100665 AP	11/04/2022	2-001-5-11-202	PER DIEM, MILEAGE KCDAA WICHIT	30.00	
733	HOSSINEI, SABER	SABER HOSSINEI	330933	100665 AP	11/04/2022	2-001-5-11-202	PER DIEM, MILEAGE KCDAA WICHIT	26.00	
733	HOSSINEI, SABER	SABER HOSSINEI	330933	100665 AP	11/04/2022	2-001-5-11-211	PER DIEM, MILEAGE KCDAA WICHIT	232.50	
							*** VENDOR	733 TOTAL	301.50
551	HUTTON, ASHLEY	ASHLEY HUTTON	330934	100666 AP	11/04/2022	2-001-5-11-202	PER DIEM KCDAA WICHITA	30.00	
551	HUTTON, ASHLEY	ASHLEY HUTTON	330934	100666 AP	11/04/2022	2-001-5-11-202	PER DIEM KCDAA WICHITA	52.00	
							*** VENDOR	551 TOTAL	82.00

START DATE: 10/29/2022 END DATE: 11/04/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
236	INTERPRETERS	INTERPRETERS INC	330935	100667 AP	11/04/2022	2-001-5-19-221	DIST CT INTERPRETER 10/5/22 20	176.80	
1602	JERRY INGRAM FIRE &	JERRY INGRAM	330936	100668 AP	11/04/2022	2-001-5-05-351	EMS LARGE GEAR BAG, EZ FLIPS,B	128.85	
1602	JERRY INGRAM FIRE &	JERRY INGRAM	330936	100668 AP	11/04/2022	2-001-5-05-351	EMS LARGE GEAR BAG, EZ FLIPS,B	285.00	
1602	JERRY INGRAM FIRE &	JERRY INGRAM	330936	100668 AP	11/04/2022	2-001-5-05-351	EMS LARGE GEAR BAG, EZ FLIPS,B	230.00	
1602	JERRY INGRAM FIRE &	JERRY INGRAM	330936	100668 AP	11/04/2022	2-001-5-05-351	EMS LARGE GEAR BAG, EZ FLIPS,B	28.95	
							*** VENDOR 1602 TOTAL		672.80
6636	KANSAS GAS	KANSAS GAS SERVICE	330937	100669 AP	11/04/2022	2-001-5-05-215	512142220 2006970 09 GAS SVC	158.89	
6636	KANSAS GAS	KANSAS GAS SERVICE	330937	100669 AP	11/04/2022	2-001-5-05-215	510263944 1556921 09 GAS SERVI	56.85	
							*** VENDOR 6636 TOTAL		215.74
26400	KANSAS GAS	KANSAS GAS SERVICE	330938	100670 AP	11/04/2022	2-001-5-14-220	510614745 1631910 36 GAS SVC	162.31	
1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	330939	100671 AP	11/04/2022	2-001-5-31-290	08-LVPWD01 LOCATES	8.40	
975	LEAV LANSI	LEAVENWORTH/LANSING CHAMBER	330942	100674 AP	11/04/2022	2-001-5-04-212	ATHENA AWARD, WOMEN'S DIVISION	6.41	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	330943	100675 AP	11/04/2022	2-001-5-11-301	CO ATTY - 40 BOXES OF PAPER (1	2,200.00	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	13.58	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	13.58	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	13.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	15.78	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	12.98	
537	LEAV TIMES	CHERRYROAD MEDIA INC	330944	100676 AP	11/04/2022	2-001-5-06-220	21250 PUBLIC NOTICES	11.98	
							*** VENDOR 537 TOTAL		81.68
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	330945	100677 AP	11/04/2022	2-001-5-02-304	OPL303_K CLERK/ELECTION COPIES	7.14	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	330945	100677 AP	11/04/2022	2-001-5-49-341	OPL303_K CLERK/ELECTION COPIES	43.75	
							*** VENDOR 2059 TOTAL		50.89
4583	MURRFIELD	MURRFIELD FARM SUPPLY	330946	100678 AP	11/04/2022	2-001-5-53-305	1252 PASTUREGARD HL	19,754.88	
924	OMEGA DOOR & HARDWAR	MISSOURI DOOR COMPANY, INC	330949	100681 AP	11/04/2022	2-001-5-05-284	REMOTES DELETED AND REPROGRAMM	642.50	
3	OTHER COUNTY OFFICE	T-MOBILE USA, INC	330950	100682 AP	11/04/2022	2-001-5-07-251	1003164 PHONE INFORMATION FOR	25.00	
29720	SCHWINN EL	SCHWINN ELECTRIC	330952	100684 AP	11/04/2022	2-001-5-31-298	HEALTH DEPT A/C TROUBLESHOOT	190.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-31-212	204513 PEST CONTROL SEPT-OCT-N	601.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-31-212	204513 PEST CONTROL SEPT-OCT-N	601.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-31-212	204513 PEST CONTROL SEPT-OCT-N	601.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-32-211	204513 PEST CONTROL SEPT-OCT-N	85.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-32-211	204513 PEST CONTROL SEPT-OCT-N	85.00	
915	SMITHEREEN PEST MANA	SMITHEREEN PEST MANAGEMENT	330954	100686 AP	11/04/2022	2-001-5-32-211	204513 PEST CONTROL SEPT-OCT-N	85.00	
							*** VENDOR 915 TOTAL		2,058.00
6575	STERICYCLE	STERICYCLE, INC	330955	100687 AP	11/04/2022	2-001-5-07-359	2237623 MEDICAL WASTE RMEOVAL	192.72	
25646	SUNFLOWER	SUNFLOWER EMBROIDERY LLC	330956	100688 AP	11/04/2022	2-001-5-05-350	EMS EMBROIDERY - PULLOVERS	100.00	
26680	SYMBOL ART	SYMBOL ARTS INC	330957	100689 AP	11/04/2022	2-001-5-07-350	00-LEA002 UNIFORM PATCHES	594.00	
4445	T MOBILE	T-MOBILE USA, INC	330958	100690 AP	11/04/2022	2-001-5-05-210	974536189 WIRELESS SERVICE EMS	446.57	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-01-302	SEPTEMBER POSTAGE	111.45	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-02-302	SEPTEMBER POSTAGE	4.56	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-03-302	SEPTEMBER POSTAGE	4.41	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-04-302	SEPTEMBER POSTAGE	3.99	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-05-302	SEPTEMBER POSTAGE EMS	537.05	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-06-302	SEPTEMBER POSTAGE PLANNING	2.85	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-07-302	SEPTEMBER POSTAGE	224.04	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-09-232	SEPTEMBER POSTAGE	.81	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-11-302	SEPTEMBER POSTAGE	904.14	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-14-302	SEPTEMBER POSTAGE	41.57	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-19-302	SEPTEMBER POSTAGE	1,638.32	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-28-302	SEPTEMBER POSTAGE	88.35	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-41-302	SEPTEMBER POSTAGE	258.77	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-49-341	SEPTEMBER POSTAGE	2,017.60	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-001-5-53-301	SEPTEMBER POSTAGE	13.68	
							*** VENDOR	575 TOTAL	5,851.59
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	330959	100691 AP	11/04/2022	2-001-5-19-251	OCTOBER TRANSCRIPT FEES	584.50	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-11-253	CO ATTY - GAS TO 10.23.22	75.42	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-14-331	EMS FUEL TO 10.23.22	10,188.01	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-14-332	SHERIFF DEPT GAS TO 10.23.22	6,720.33	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-14-334	APPRAISER FUEL TO 10.23.22	451.89	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-14-335	PLANNING FUEL TO 10.23.22	62.81	
276	WEX	WEX BANK	330966	42	11/04/2022	2-001-5-14-901	0496-00-668063-1 WEX REBATE TO	201.35-	
							*** VENDOR	276 TOTAL	17,297.11
100	WITNESS LIST						*** VENDOR	100 TOTAL	147.50
3955	YOUNG SIGN	YOUNG SIGN CO	330964	100696 AP	11/04/2022	2-001-5-06-218	3955 PUBLIC HEARING NOTICE SIG	612.20	
							TOTAL FUND 001		92,757.22
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-108-5-00-601	MIDWEST MOBILE RADIO MAINT - H	75.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	330940	100672 AP	11/04/2022	2-108-5-00-280	PRENATAL CLINICAL SVCS OCTOBER	1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	330940	100672 AP	11/04/2022	2-108-5-00-280	PRENATAL CLINICAL SVCS OCTOBER	1,800.00	
							*** VENDOR	1629 TOTAL	3,600.00
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-108-5-00-302	SEPTEMBER POSTAGE	132.83	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-108-5-00-606	SEPTEMBER POSTAGE	156.88	
							*** VENDOR	575 TOTAL	289.71
							TOTAL FUND 108		3,964.71
975	LEAV LANSI	LEAVENWORTH/LANSING CHAMBER	330942	100674 AP	11/04/2022	2-119-5-00-253	ATHENA AWARD, WOMEN'S DIVISION	33.59	
							TOTAL FUND 119		33.59
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	330858	100636 AP	10/31/2022	2-121-5-00-2	KDOC JUVENILE 2ND QTR	4,192.74	
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	330858	100636 AP	10/31/2022	2-121-5-00-2	KDOC JUVENILE 2ND QTR	1,848.51	
							*** VENDOR	24553 TOTAL	6,041.25
							TOTAL FUND 121		6,041.25
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-123-5-00-301	FIRSTNET WIRELESS SVC COMMUNIT	50.25	
276	WEX	WEX BANK	330966	42	11/04/2022	2-123-5-00-301	FUEL TO 10.23.22 PLANNING	46.28	
							TOTAL FUND 123		96.53
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-126-5-00-210	FIRSTNET WIRELESS SVC COMMUNIT	288.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-126-5-00-225	IRON MOUNTAIN SHREDDING DIST C	14.98	
							*** VENDOR	648 TOTAL	303.73
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-126-5-00-321	SEPTEMBER POSTAGE	57.88	
							TOTAL FUND 126		361.61
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	330918	100650 AP	11/04/2022	2-133-5-00-303	11-4 430742 ROAD SEAL	29,153.28	
117	BUILDEX, LLC	HAMM INC (FORMERLY BUILDEX)	330918	100650 AP	11/04/2022	2-133-5-00-303	11-6 430742 ROAD SEAL	16,406.03	
							*** VENDOR	117 TOTAL	45,559.31
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-133-5-00-207	10-36 MIDWEST MOBILE RADIO CON	395.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-133-5-00-251	10-24 FREESTATE ELECTRIC SVC T	124.09	
							*** VENDOR	648 TOTAL	519.09

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
86	EVERGY	EVERGY KANSAS CENTRAL INC	330925	100657 AP	11/04/2022	2-133-5-00-251	11-7 ELEC SVC NORTH END SALT D	27.72	
196	OLSSON	OLSSON, INC	330948	100680 AP	11/04/2022	2-133-5-00-213	11-9 PROJ 019-28310 SVC TO 10/	585.69	
22622	SEILER INS	SEILER INSTRUMENT & MFG	330953	100685 AP	11/04/2022	2-133-5-00-327	11-5 114514 TRIMBLE RADIO KIT	3,255.00	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-133-5-00-301	10-40 SEPTEMBER POSTAGE	46.97	
								TOTAL FUND 133	49,993.78

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-136-5-00-203	IRON MOUNTAIN SHREDDING DIST C	7.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-136-5-00-206	FIRSTNET WIRELESS SVC COMMUNIT	82.87	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-136-5-00-223	IRON MOUNTAIN SHREDDING DIST C	7.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-136-5-00-226	FIRSTNET WIRELESS SVC COMMUNIT	82.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-136-5-00-236	FIRSTNET WIRELESS SVC COMMUNIT	100.50	
								*** VENDOR 648 TOTAL	281.23
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-136-5-00-301	SEPTEMBER POSTAGE	3.66	
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-136-5-00-321	SEPTEMBER POSTAGE	3.66	
								*** VENDOR 575 TOTAL	7.32
276	WEX	WEX BANK	330966	42	11/04/2022	2-136-5-00-204	FUEL TO 10.23.22	14.60	
276	WEX	WEX BANK	330966	42	11/04/2022	2-136-5-00-221	FUEL TO 10.23.22	14.60	
								*** VENDOR 276 TOTAL	29.20
								TOTAL FUND 136	317.75

434	HAMM QUARR	HAMM QUARRIES	330930	100662 AP	11/04/2022	2-137-5-00-312	11-1 300467 SCREENED ROCK	4,280.18	
								TOTAL FUND 137	4,280.18

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-138-5-00-206	FIRSTNET WIRELESS SVC COMMUNIT	57.75	
								TOTAL FUND 138	57.75

19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	330862	100640 AP	10/31/2022	2-144-5-00-3	PET FOOD/MEDS FOR P.A.L.S.	42.49	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	330862	100640 AP	10/31/2022	2-144-5-00-3	PET FOOD/MEDS FOR P.A.L.S.	279.85	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	330862	100640 AP	10/31/2022	2-144-5-00-3	PET FOOD/MEDS FOR P.A.L.S.	112.40	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	330862	100640 AP	10/31/2022	2-144-5-00-3	PET FOOD/MEDS FOR P.A.L.S.	83.40	
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	330862	100640 AP	10/31/2022	2-144-5-00-3	PET FOOD/MEDS FOR P.A.L.S.	103.62-	
								*** VENDOR 19474 TOTAL	414.52
								TOTAL FUND 144	414.52

313	BROTHERS DISPOSAL	BROTHERS DISPOSAL LLC	330917	100649 AP	11/04/2022	2-145-5-00-208	COA NOVEMBER TRASH PICKUP	84.34	
2621	CAFE	TERRY BOOKER	330920	100652 AP	11/04/2022	2-145-5-00-256	MEALS RESERVED 10/17-10/31	12,935.00	
2621	CAFE	TERRY BOOKER	330920	100652 AP	11/04/2022	2-145-5-00-256	MEALS RESERVED 10/17-10/31	13,260.00	
2621	CAFE	TERRY BOOKER	330920	100652 AP	11/04/2022	2-145-5-00-256	MEALS RESERVED 10/17-10/31	2,834.00	
								*** VENDOR 2621 TOTAL	29,029.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-145-5-00-208	IRON MOUNTAIN SHREDDING - COA	55.95	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	330927	100659 AP	11/04/2022	2-145-5-00-246	NOVEMBER UTILITY STIPEND	136.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	330927	100659 AP	11/04/2022	2-145-5-05-202	NOVEMBER UTILITY STIPEND	56.00	
184	FLORENCE R	FLORENCE RIFORD SENIOR CTR	330927	100659 AP	11/04/2022	2-145-5-07-202	NOVEMBER UTILITY STIPEND	8.00	
								*** VENDOR 184 TOTAL	200.00
89	HICKORY VILAS	HICKORY VILLAS, LLC	330932	100664 AP	11/04/2022	2-145-5-00-246	NOVEMBER UTILITY STIPEND	136.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	330932	100664 AP	11/04/2022	2-145-5-05-202	NOVEMBER UTILITY STIPEND	56.00	
89	HICKORY VILAS	HICKORY VILLAS, LLC	330932	100664 AP	11/04/2022	2-145-5-07-202	NOVEMBER UTILITY STIPEND	8.00	
								*** VENDOR 89 TOTAL	200.00
6636	KANSAS GAS	KANSAS GAS SERVICE	330863	100641 AP	10/31/2022	2-145-5-00-246	510874092 1511346 27 OCTOBER G	74.96	
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	330941	100673 AP	11/04/2022	2-145-5-00-208	SVC CALL - COA ICE MACHINE	253.00	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	330943	100675 AP	11/04/2022	2-145-5-00-301	COA MOVING BOXES	166.23	
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	330945	100677 AP	11/04/2022	2-145-5-00-208	OPK595_K COLOR COPIER FEES	370.18	

START DATE: 10/29/2022 END DATE: 11/04/2022

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-00-345	1001541 CO ON AGING - TRAYS/FI	1,832.96		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-00-345	1001541 CO ON AGING - TRAYS/FI	5,538.82		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-05-301	1001541 CO ON AGING - TRAYS/FI	754.75		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-06-301	1001541 CO ON AGING - TRAYS/FI	510.15		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-06-321	1001541 CO ON AGING - TRAYS/FI	728.79		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-07-302	1001541 CO ON AGING - TRAYS/FI	107.82		
345	OLIVER PACKING	OLIVER PACKING & EQUIPMENT CO	330947	100679 AP	11/04/2022	2-145-5-07-321	1001541 CO ON AGING - TRAYS/FI	510.15		
								*** VENDOR	345 TOTAL	9,983.44
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-145-5-00-302	SEPTEMBER POSTAGE	134.97		
276	WEX	WEX BANK	330966	42	11/04/2022	2-145-5-00-304	CO ON AGING FUEL TO 10.23.22	4,233.58		
1830	1830 BROADWAY	1830 BROADWAY LLC	330965	100697 AP	11/04/2022	2-145-5-00-215	CO ON AGING RENT 1830 S BROADW	5,491.84		
								TOTAL FUND 145	50,277.49	

575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-146-5-00-302	CO TREAS SPECIAL (MV) SEPT POS	1,402.56		
								TOTAL FUND 146	1,402.56	

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-160-5-00-204	HAMM:SEPTEMBER LANDFILL CHARGE	76,555.66		
7258	L & R REFR	L & R REFRIGERATION SERVICE CO	330941	100673 AP	11/04/2022	2-160-5-00-208	SOLID WATE:RECOVER 61 UNITS GA	635.00		
6917	RWD 1	RURAL WATER DIST #1	330951	100683 AP	11/04/2022	2-160-5-00-210	WATER METER CHARGES - SOLID WA	25.42		
575	US POSTAL SERVICE	US POSTAL SERVICE (QUADIENT-PO	330864	100642 AP	10/31/2022	2-160-5-00-201	SEPTEMBER POSTAGE	34.67		
								TOTAL FUND 160	77,250.75	

615	KIMLEY-HORN	KIMLEY-HORN & ASSOCIATES, INC	330846	1665 AP	10/31/2022	2-171-5-07-201	10-7 REG CAP IMP PROJ 26822800	36,900.00		
719	LINAWEAVER CONSTRUCT	LINAWEAVER CONSTRUCTION	330903	1668 AP	11/03/2022	2-171-5-04-302	11-4 CR2 2021.017 TO 9.24	487,937.07		
719	LINAWEAVER CONSTRUCT	LINAWEAVER CONSTRUCTION	330903	1668 AP	11/03/2022	2-171-5-04-302	11-5 CR2 2021.017 TO 10.31	351,331.69		
								*** VENDOR	719 TOTAL	839,268.76
29034	MHS	MCAFEE HENDERSON SOLUTIONS	330904	1669 AP	11/03/2022	2-171-5-04-201	11-3 CR2 STAKING 2021.017.001.	1,435.00		
29034	MHS	MCAFEE HENDERSON SOLUTIONS	330904	1669 AP	11/03/2022	2-171-5-05-201	11-1 HRRR 2021.046.001 TO 10.1	21,206.14		
								*** VENDOR	29034 TOTAL	22,641.14
196	OLSSON	OLSSON, INC	330905	1670 AP	11/03/2022	2-171-5-05-201	11-2 019-28310 PROF SVC TO 10.	1,406.00		
3	OTHER COUNTY OFFICE	JAMES & CYNTHIA KELLY	330847	1666 AP	10/31/2022	2-171-5-05-301	10-5 158TH (DRIVEWAY)	2,306.25		
3	OTHER COUNTY OFFICE	PHALEN EQUESTRIAN CENTER	330848	1667 AP	10/31/2022	2-171-5-05-301	10-6 158TH IMPR - WOODEN FENC	10,000.00		
								*** VENDOR	3 TOTAL	12,306.25
								TOTAL FUND 171	912,522.15	

396	ACI BOLAND INC	ACI BOLAND INC	330907	10170 AP	11/03/2022	2-172-5-00-107	ARPA131 2.3 CRISIS 3-21113.01	931.25		
396	ACI BOLAND INC	ACI BOLAND INC	330907	10170 AP	11/03/2022	2-172-5-00-107	ARPA130 2.4 EXTENSION 3-21113.	998.55		
								*** VENDOR	396 TOTAL	1,929.80
380	DONDLINGER & SONS	DONDLINGER & SONS CONSTRUCTION	330908	10171 AP	11/03/2022	2-172-5-00-506	ARPA126 3.3 BR E-18 2022.014	113,640.78		
380	DONDLINGER & SONS	DONDLINGER & SONS CONSTRUCTION	330908	10171 AP	11/03/2022	2-172-5-00-506	ARPA127 3.4 BR F-46 2022.015	109,629.99		
								*** VENDOR	380 TOTAL	223,270.77
29034	MHS	MCAFEE HENDERSON SOLUTIONS	330909	10172 AP	11/03/2022	2-172-5-00-506	ARPA128 3.3 BR E-18 2022.014.0	12,047.62		
29034	MHS	MCAFEE HENDERSON SOLUTIONS	330909	10172 AP	11/03/2022	2-172-5-00-506	ARPA129 3.4 BR F-46 2022.015.0	22,563.40		
								*** VENDOR	29034 TOTAL	34,611.02
534	SANDS CONSTRUCTION	SANDS CONSTRUCTION LLC	330865	10169 AP	10/30/2022	2-172-5-00-107	ARPA125 2.3 3-21113.01 CRISIS	85,431.00		
								TOTAL FUND 172	345,242.59	

8020	APCO INT'L	APCO INTERNATIONAL	330856	100634 AP	10/31/2022	2-174-5-00-202	444719I PST - MCKINZIE	30.00		
8020	APCO INT'L	APCO INTERNATIONAL	330856	100634 AP	10/31/2022	2-174-5-00-202	232846I PUBLIC SAFETY ONLINE M	444.00		
8020	APCO INT'L	APCO INTERNATIONAL	330856	100634 AP	10/31/2022	2-174-5-00-202	ED11067 PUBLIC SAFETY ONLINE C	444.00		
								*** VENDOR	8020 TOTAL	918.00
1737	AT&T-CAROL STREAM IL	AT&T	330857	100635 AP	10/31/2022	2-174-5-00-210	913A38-0682-421-2 PHONE SVC 4	79.10		

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
1737	AT&T-CAROL STREAM IL	AT&T	330857	100635 AP	10/31/2022	2-174-5-00-210	913A38-0682-421-2	PHONE SVC 4	79.10	
1737	AT&T-CAROL STREAM IL	AT&T	330857	100635 AP	10/31/2022	2-174-5-00-210	913A38-0682-421-2	PHONE SVC 4	79.10	
1737	AT&T-CAROL STREAM IL	AT&T	330857	100635 AP	10/31/2022	2-174-5-00-210	913A38-0682-421-2	PHONE SVC 4	158.19	
1737	AT&T-CAROL STREAM IL	AT&T	330913	100645 AP	11/04/2022	2-174-5-00-210	210 074 2055 055	KDOT SITE BON	417.10	
							*** VENDOR	1737 TOTAL		812.59
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	330859	100637 AP	10/31/2022	2-174-5-00-210	FREESTATE ELEC SVC TO EISENHOW		1,050.38	
86	EVERGY	EVERGY KANSAS CENTRAL INC	330861	100639 AP	10/31/2022	2-174-5-00-210	ELEC SVC 3 TOWERS		738.36	
86	EVERGY	EVERGY KANSAS CENTRAL INC	330861	100639 AP	10/31/2022	2-174-5-00-210	ELEC SVC 3 TOWERS		438.83	
86	EVERGY	EVERGY KANSAS CENTRAL INC	330861	100639 AP	10/31/2022	2-174-5-00-210	ELEC SVC 3 TOWERS		277.56	
							*** VENDOR	86 TOTAL		1,454.75
6636	KANSAS GAS	KANSAS GAS SERVICE	330863	100641 AP	10/31/2022	2-174-5-00-210	510614745 2007004 82	GAS SERVI	64.08	
							TOTAL FUND 174			4,299.80

18885	HAYNES EQU	HAYNES EQUIPMENT CO	330931	100663 AP	11/04/2022	2-210-5-00-2	WASTEWATER-SVC CALL DANA LANE		551.58	
							TOTAL FUND 210			551.58

1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	330939	100671 AP	11/04/2022	2-212-5-00-2	08-LVPWD01 LOCATES		1.20	
							TOTAL FUND 212			1.20

1851	KANSAS ONE-CALL SYST	KANSAS ONE-CALL SYSTEM INC	330939	100671 AP	11/04/2022	2-218-5-00-2	08-LVPWD01 LOCATES		1.20	
							TOTAL FUND 218			1.20

586	EBERT CONTRUCTION	EBERT CONSTRUCTION CO,INC	330924	100656 AP	11/04/2022	2-220-5-04-400	11-1 HP-19 BRIDGE (TO 10.31.22		165,602.53	
							TOTAL FUND 220			165,602.53

							TOTAL ALL CHECKS			1,715,470.74

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	92,757.22
108	COUNTY HEALTH	3,964.71
119	ROD TECHNOLOGY	33.59
121	JUVENILE JUSTICE AUTHORITY	6,041.25
123	JUVENILE CRIME PREVENTION	96.53
126	COMM CORR ADULT	361.61
133	ROAD & BRIDGE	49,993.78
136	COMM CORR JUVENILE	317.75
137	LOCAL SERVICE ROAD & BRIDGE	4,280.18
138	JUV INTAKE & ASSESSMENT	57.75
144	PALS (PETS AND LOVING SENIORS	414.52
145	COUNCIL ON AGING	50,277.49
146	COUNTY TREASURER SPECIAL	1,402.56
160	SOLID WASTE MANAGEMENT	77,250.75
171	S TAX CAP RD PROJ: BONDS	912,522.15
172	AMERICAN RECOVERY PLAN	345,242.59
174	911	4,299.80
210	SEWER DISTRICT 1: HIGH CREST	551.58
212	SEWER DISTRICT 2: TIMBERLAKES	1.20
218	SEWER DIST #5	1.20
220	CAP IMPR: RD & BRIDGE	165,602.53
	TOTAL ALL FUNDS	1,715,470.74

Consent Agenda 11/9/22
Checks dated 10/29/22 - 11/4/22

*****CONSENT AGENDA*****

**LEAVENWORTH COUNTY
PUBLIC WORKS DEPARTMENT**

**AGREEMENT FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the Board of County Commissioners, Leavenworth County, Kansas (Owner) and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services for the Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road. These services include providing engineering design services, geological investigation services, bidding plans, cost estimates, right-of-way plans and documents, and utility plans and coordination for the Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of Leavenworth County, Kansas.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the Leavenworth County Standard Road Construction and Storm Water Drainage Standards, AASHTO Design Specifications, the Kansas Department of Transportation, Bureau of Local Projects Road and Bridge Design Criteria and Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, latest editions.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys’ fees and other expenses of litigation incurred by or on behalf of the Owner and any or its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement.

Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the

property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
610 SW 10th Street, Suite 200
Topeka, Kansas 66612-1674
(785) 235-2394

Owner: Board of County Commissioners
Leavenworth County Department of Public Works
300 Walnut Street, Suite 007
Leavenworth Ks, 66048-2815
(913) 684-0470

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

THE BOARD OF COUNTY COMMISSIONERS
LEAVENWORTH COUNTY, KANSAS

Chairman

ATTEST:

Leavenworth County Clerk

Date

Finney & Turnipseed
Transportation & Civil Engineering, L.L.C.

By: _____
Principal

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road

SCOPE OF SERVICES

The project is specifically defined below:

Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road: Design plans for reconstructing and upgrading the existing gravel surfaced County Route 30 (235th Street) with a two-lane paved road with shoulders. The vertical profile will be upgraded to County design standards (35 mph). Cross road pipes, culverts, and entrance pipes will be replaced. Permanent signing, pavement marking and safety improvements to the existing driveway sight distances will be included.

The Engineer agrees to provide the following engineering services.

BASIC SERVICES - DESIGN

1. Geotechnical Services:

- Subsurface explorations to determine existing soil properties and provide pavement design recommendations to include thirty-two (32) geotechnical samples at locations designated by the Engineer to establish the subsurface profile of the project roadway.
- Borings where reinforced concrete box culverts may be required to establish rock depth.

2. Survey:

- Provide topographic survey for the limits of the project in accordance with KDOT standards.
- All existing ROW, Easement, and Property Owner information to be obtained and shown.
- Survey section corners to establish horizontal control.
- Provide legal descriptions for any additional Right of Way, Permanent Drainage Easements, and Temporary Construction Easements.
- Coordination with local utilities to show located information on the plans.
- Survey prepared to the State Minimum Standards.

3. Hydrology and hydraulics:

- Perform all hydrologic and scour analyses required for the culverts for the proposed improvements in accordance with the current edition of the Leavenworth County Road Construction and Storm Water Drainage Standards.

4. Roadway:

- County Rural Arterial, 32' roadway width (24' pavement with 4' shoulders each side), 35 MPH design speed, (35 MPH posted speed).
- Signing, striping, and safety improvements, as necessary.
- Existing bridge guardrail design (MGS) including layout sheets to current standard.
- Traffic Control plans showing road closure, detour plan and property owner access.
- Driveway intersection sight distance verification and improvement where needed.

5. Erosion Control and Permanent Seeding:

- Provide an Erosion Control plan for each phase of the project
- Provide applicable standard erosion control details and quantities
- Utilize KDOT standard quantity sheets for erosion control and permanent seeding

6. Permits:

- Consultant shall prepare all supporting documentation and prepare all forms for any required permits, including but not limited to the following -
 - KDHE Permit (NOI)
 - SWPPP
 - KDWPT
 - KSHS

7. Utility Coordination:

- Facilitate Utility Coordination meetings
- Coordinate with utility owners for relocation efforts
- Preconstruction site visits, as required, for utility relocation efforts
- Identify underground facilities that need potholed and coordinate this effort with utility companies. (pothole costs will be paid by the utilities or the county).

8. Deliverables:

- Plan and Profile sheets, cross sections, detail sheets (special, typical, and standard), construction quantities.
- Provide milestone submittals (Field Check, Office Check, Final), including engineering cost estimates at each submittal.
- All construction plans, Special Provisions and documents shall be created per KDOT Standard.

9. Bidding Services:

- Prepare written addenda to the bidding documents when needed.
- Attend and prepare for the pre-bid meeting and prepare minutes.
- Answer Contractor questions during the bid period.
- Prepare as-read bid tabs in MS Excel.

10. Construction Services:

- Preconstruction meeting
- Address Requests for Information from Contractors as received
- Review Shop Drawings
- Provide plan revisions if needed
- Prepare As-built plans
- Perform up to 2 field visits

11. To accept compensation for services described in 1 through 10, Basic Services - Design in the amounts and at such periods of time as hereinafter set forth in Attachment B.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services – Design as described in Attachment A, a Lump Sum Fee in the amount of One Hundred Seventy-Three Thousand Two Hundred Dollars (\$173,200.00). Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction, and similar project related expenses.

- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records based on generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all survey records, reports, maps, ownership data and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one Leavenworth County employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: Board of County Commissioners, Leavenworth County, Kansas
Engineer: Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
Project Name: Replacement of County Route 30 (235th Street) from Dempsey Road to 4H Road

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date.

Engineer will complete all plan development stages no later than the Owner's proposed Project Schedule due dates, exclusive of delays beyond the consultant's control.

1. Schedule. Engineer will make plan submittals to Owner at the following approximate delivery times:
 - a. Engineering Survey – Engineer will perform an engineering field survey by December 2022.
 - b. Field Check - Engineer will submit field check drawings by April 2023.
 - c. Right-of-Way Drawings and Documents- Engineer will submit right-of-way drawings and documents (Legal Descriptions, Right-of-Way Plans and Public Improvement Document for acquiring Permanent Public Right-of-Way Easements, Temporary Construction Easements, or any other required Easement Document) within 40 calendar days (May 2023) following Field Check.
 - d. Office Check - Engineer will submit office check drawings and specifications by September 2023.
 - e. Final Plans and Bid Documents - Engineer will submit final plans and bid documents by January 2, 2024.

This schedule is tentative and can be adjusted to fit the needs of the Owner. Current bidding schedule is to let this project in November/December 2024 for a February 2025 start of construction.

Leavenworth County Request for Board Action

Date: 11/3/2022

To: Board of County Commissioners

From: Public Works

Department Head Approval:

Additional Reviews as needed:

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

Action Requested: Accept the recommendation to move the following equipment to the disposal list.

Recommendation: Approval

Analysis:

The following equipment have been replaced and are ready to be posted on Purple Wave:

- #13 2013 Freightliner 108SD Vin# 1FVHG5BS7DHFH8133
- #16 2012 Freightliner M2106V Vin# 1FVHC3BSXCHBP5833
- #19 2012 Freightliner M2106V Vin# 1FVAC3BS0CDBP4330
- #12 2011 Freightliner M2106V Vin# 1FVAC3BS9BDAX8596
- #11T 2005 Trail King Trailer TK32LP Vin# 1TKC026266M072931
- #19T 2010 Trail King Trailer TK32LP Vin# 1TKC02625BM072172
- #103A 2017 Massey Ferguson 5713SL Mower Tractor Vin#MV66DPHB040042

Alternatives:

Budgetary Impact:

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

Leavenworth County Request for Board Action

Date: 11/03/2022

To: Board of County Commissioners

Department Head Approval: *B. Noll*

Additional Reviews as needed:

Budget Review Administrator Review Legal Review

Action Requested: Approve the annual County Agreement to Treat Noxious Weeds.

Recommendation: Approval

Analysis:

With the approval of the board, the state and the county agree to enter into a performance agreement, where in the county will treat all noxious weeds on State Highway rights-of-way in the County.

The cost of chemicals is not included in the following rates. The county agrees to submit an itemized bill to the state for reimbursement for the wholesale cost of chemicals and dyes, plus the actual cost for the treatment of the noxious weeds at a set price for labor (\$35.00 per hour per operator) and a set price for equipment rental (\$52.00/hour).

This is an increase in the cost from 2022 of \$8/hr for the operator and \$7/hr for the equipment rental.

Alternatives: Deny, Table

Budgetary Impact:

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

Total Amount Requested: N/A

Additional Attachments:

County Agreement to Treat Noxious Weeds



121 S.W. 21st Street
Topeka, KS 66612

Julie L. Lorenz, Secretary
Leroy J. Koehn, P.E., District Engineer

Phone: 785-296-3881
Fax: 785-296-1162
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

October 3rd, 2022

Leavenworth County Weed Dept.
23674 187th Street
Leavenworth, KS 66048

RE: Noxious Weed Spraying Contract

Dear, Leavenworth County Weed Dept.

This is a request to renew the Noxious Weed Contract and rates for the upcoming calendar year of 2023. We appreciate the good working relationship with Leavenworth County Weed Dept. in the past years and look forward to continuing good working relations. Please respond by January 15, 2023.

You can use the Forms that the State Board of Agriculture has designed or ones that you normally use. If you would like to use our KDOT Form DOT 0322 in the upcoming calendar year of 2023, I have enclosed that in this mailing as well.

We would appreciate if the Area Office could receive the billings as least once per month and the daily logs for the application area signed once per week and turned into the KDOT Sub-Area Supervisor.

If you have any questions, please call me at (785) 296-7172 or email at dominic.harrington@ks.gov

Thank you,

Dominic Harrington
District One Maintenance Superintendent

CC: Mark Karolevitz, P.E., District One Maintenance Engineer
Julie Torkelson, District One Accountant
Dale Kirmer, Bureau of Maintenance

**KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF MAINTENANCE**

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this _____ day of _____, 20____, by and between the

Board of County Commissioners of Leavenworth County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
# <u>35.00</u> /hr. operator	# <u>52.00</u> /hr.	# <u>202-400 gallon tank</u>
# <u>35.00</u> /hr. operator	# <u>52.00</u> /hr.	<u>Sprayer with hand wand</u> # <u>299-400 gallon tank</u> <u>Sprayer with hand wand</u>

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:

Record size, location and type of noxious weed areas treated.
Record amount and kind of chemicals applied on each area.
Record dates chemicals were applied.
Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
Maintain records until all claims are paid, but in no case less than the three year statutory time.
Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species
Fluroxypyr	Vista XRT	follow the product label recommendations

- (a) May be used alone or in combination with other herbicides
- (b) (Round-up)
- (c) Spot treatment only
- (d) Sericea lespedeza
- (e) Do not use where cool season grasses are the desired species
- (f) Fall bindweed control
- (g) Do not use for more than 3 consecutive seasons
- (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY _____
District Engineer

BY _____
Title: