

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, APRIL 4, 2018

4:00 p.m.

- Proclamation for "Scouting for Food" (Pelathe District Boy Scouts Heart of American Council);
- Proclamation for Recognition for "National Service Day" and recognizing AmeriCorps members (Linda Brandenburger/Jannette Taylor)
- Proclamation for "Sexual Assault awareness Month" (Rachel Gadd-Nelson)

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of computer room HVAC improvements for JLE building (David Sparkes);
- (c) Approve Lawrence-Douglas County Metropolitan Planning Commission amended bylaws as approved by the Lawrence-Douglas County Metropolitan Planning Commission by a 9-0 vote on February 21, 2018; (Scott McCullough)
- (d) Receive 2017 County Engineer's Annual Report (Keith Browning);
- (e) Approve request for real property relief pursuant to K.S.A. 79-1613 for property located at 204 Crimson Avenue, Baldwin City, Kansas (Steve Miles);
- (f) Consider approval of Resolution adopting HIPAA privacy and security policies and procedures for Douglas County employees (Sarah Plinsky); and
- (g) Approval of contract for Dust Palliative supply and application (Keith Browning);

REGULAR AGENDA

- (2) Consider authorizing application for Land & Water Conservation Fund grant for ADA accessible improvements at Wells Overlook Park (Keith Browning)
- (3) Update on Peer Support and the Integrated Crisis Team at Lawrence Memorial Hospital (Bob Tryanski and Sarah Plinsky) – No back up
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **JAAA Advisory Council (2) position**
- (g) **JAAA Board of Directors (1) position**
- (c) Public Comment
- (d) Miscellaneous

RECESS

RECONVENE

6:00 p.m.

- Proclamation recognizing the "2018 Recipients of the Youth Entrepreneurship Challenge" (Mike Bosch)

- (4) Adjourn

WEDNESDAY, APRIL 11, 2018

THURSDAY, APRIL 12, 2018

-7:00 p.m. – Mental Health & Jail Information Session at Lawrence Free State High School Auditorium; 4700 Overland Drive

MONDAY, APRIL 16, 2018

-7:00 p.m. – Mental Health & Jail Information Session at Baldwin City Library, 800 7th Street, Baldwin City

TUESDAY, APRIL 17, 2018

-7:30 p.m. – Mental Health & Jail Information Session at Carnegie Building, Heritage Room, 200 W 9th Street, Lawrence

WEDNESDAY, APRIL 18, 2018

-Approval of 2018-2019 health insurance plan (Sarah Plinsky)

WEDNESDAY, APRIL 25, 2018 -4 p.m. only

WEDNESDAY, MAY 2, 2018

6:00 p.m.

-CUP-18-00021: Consider a Conditional Use Permit for an Event Center space for O'Connell Youth Ranch, located at 1623 N 1320 Rd. Submitted by O'Connell Youth Ranch Inc, property owner of record. (Becky Pepper is the Planner)

WEDNESDAY, MAY 9, 2018

WEDNESDAY, MAY 16, 2018

WEDNESDAY, MAY 23, 2018

-Receive Transportation Plan 2040 (Ashley Myers)

WEDNESDAY, MAY 30, 2018

Note: The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.



Office of the County Commission

P R O C L A M A T I O N

**31th ANNIVERSARY OF PELATHE DISTRICT BOYS SCOUTS
SCOUTING FOR FOOD**

APRIL 2018

WHEREAS, the Boy Scouts of American in Douglas County, Kansas began in 1910; and

WHEREAS, the Boy Scouts of America, Pelathe District, has held an annual Scouting for Food drive with The Salvation Army of Douglas County as a community service to feed those in need in our community for 31 years; and

WHEREAS, the Pelathe District Boy Scouts will continue to faithfully conduct an annual Scouting for Food Drive to benefit those in need in Douglas County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim April 2018 as the:

“31th ANNIVERSARY OF PELATHE DISTRICT BOY SCOUTS, SCOUTING FOOD”

in the Douglas County and encourages everyone to consider the needs of those experiencing hunger, regardless of place of residence, abilities, or socioeconomic status, not only during the annual Scouting For Food Drive, but throughout the entire year.

ADOPTED this 4th day of April, 2018

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Nancy Thellman, Chairman

Michelle Derousseau

Mike Gaughan



Office of the County Commission

P R O C L A M A T I O N

NATIONAL SERVICE RECOGNITION DAY

APRIL 4, 2018

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges. AmeriCorps and AmeriCorps VISTA members, serving in various locations across Douglas County, Kansas, are actively addressing challenges facing our community, from fighting food and housing insecurity and running after-school programming, to supporting health and financial literacy and training our youth for the future. National service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and AmeriCorps VISTA members demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with local leaders nationwide to engage citizens, improve lives, and strengthen communities; and is joining with these leaders across the country for National Service Recognition Day on April 4, 2018.

NOW, THEREFORE, LET IT BE RESOLVED, the Board of County Commissioner of Douglas County, Kansas, proclaims April 4, 2018 as National Service Recognition Day, and encourages residents to recognize the positive impact of national service in our community, to thank those who serve; and to find ways to give back to their communities.

ADOPTED this 4th day of April, 2018.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Nancy Thellman, Chairman

Michelle Derusseau

Mike Gaughan



Office of the County Commission

P R O C L A M A T I O N
SEXUAL ASSAULT AWARENESS MONTH
APRIL 2018

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual trauma and abuse is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives and that two out of three sexual assaults are never reported to police; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, the theme of Douglas County's Sexual Assault Awareness Month's campaign is, "Your Voice Has Power." Our words shape the world around us. Whether you speak out against locker room talk or help someone better understand these issues, your voice is powerful and necessary in this conversation.

WHEREAS, Individuals can embrace their voices to show their support for survivors, stand up to victim blaming, shut down rape jokes, correct harmful misconceptions, promote everyday consent, and practice healthy communication with kids.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Douglas County, Kansas, hereby proclaim the month April 2018 as "Sexual Assault Awareness Month" in Douglas County, and join advocates and communities across the country in taking action to prevent sexual trauma and abuse. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

ADOPTED this 4th day of April, 2018.

*BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS*

Nancy Thellman, Chairman

Michelle Derusseau

Mike Gaughan



DOUGLAS COUNTY MAINTENANCE

Judicial & Law Enforcement Center
111 E 11th Street, Unit 2
Lawrence, KS 66044-2981
(785) 832-5330 Fax (785) 832-5262
www.douglascountyks.org

Memorandum

To: Board of County Commissioners

From: David Sparkes, Director of Building and Grounds

Date:

Re: Proposed Computer Room Air Conditioning replacement

Commissioners, I am proposing the replacement of three computer room air conditioning units. The three areas this will effect are the County Information Technology Department, The Sheriff's Department and Emergency Communications.

First is the Information Technology Department. The computer room air conditioner was installed in the late 1980's. As this unit is still performing, it has long lived past the anticipated replacement date. This unit also has a refrigerant that has been known to be an ozone depleting chemical that is no longer in production. This means that the cost of acquiring this refrigerant is getting more expensive to purchase as the stock pile is diminishing.

Second is the Sheriff's Department I.T. division. The unit installed has given several operational problems causing for emergency cooling to be set up during repairs. Half of this system was upgraded in 2013 while the second half of the system dates back to a date unknown. I am proposing replacing the whole system with matching components which should make the system more energy efficient.

The third is for the Emergency Communications Department. As this unit is also not very old. This unit has had 2 compressors replaced, and 2 condenser fan motors installed in the last 4 years and several refrigerant leaks. We have needed to use temporary cooling systems while this unit is being repaired.

These replacement units can be installed by staff (certified HVAC journeymen) thus saving labor costs.

Moneys have been set aside for this project to be completed in 2018 in the amount of \$100,000. The equipment can be purchased for \$61,945.

We will need electrical upgrades done by a licensed electrician in the amount of \$7,515, Also needed is extending walls in the Sheriff's I.T. room to the roof deck and insulated for the amount of \$6,580. Lastly we will need \$3,000 allowance for materials used by staff for the installation. I would also request to allow an additional 10% contingency for unexpected expenses.

Attached are copies of equipment and contractor bids to complete the project.

Project total of \$86940 which includes the 10% contingency.

Action Required: Consent agenda approval for said project.



To: Dave Sparkes
Company: Douglas County

9776 Legler
Lenexa, KS 66219
Phone: (913) 492-0770
Fax: (913) 492-6776

Project Quotation

Quote Number: SDJ-18-0032

Job Name: DOUGLAS CTY BASEMENT ROOM HVAC

We are pleased to provide our quotation for the following Liebert PDX/PCW System:

Quantity (1) Liebert PDX Air-Cooled System

- Configuration Number: PX023DA1ADHH2801P0USPC992
- Model Number: PX023DA1ADC992
- Nominal 22.9 kW, 78.1 kBtuh at approximately 75°F, 45% RH
- 460 Voltage, 3 Phase, 60 Hz

System Details:

- Downflow with discharge into raise floor
- Liebert iCOM Control with 9 inch Color Touchscreen Display
- Variable speed EC plug fans
- Digital scroll, variable capacity compressor utilizing R-410A
- Crankcase Heater
- Thermal Expansion Valve
- Evaporator Type: tilted- slab, copper tubes - aluminum fins with hydrophilic coating
- Two-Stage 12kW Electric Reheat.
- Infrared Humidifier
- 65,000 Amp, rms Short Circuit Current Rating
- Locking Disconnect Switch
- Dual-float condensate pump field-installed external to unit
- Filter Rating: MERV 8 per ASHRAE 52.2-2007
- The Liebert IntelliSlot Unity Card (IS-UNITY-DP) provides ground fault isolated RS-485 Modbus, BACnet IP & Modbus IP network connectivity to Building Management Systems for unit monitoring and management. Also, provides ground fault isolated 10/100 baseT Ethernet connectivity for unit monitoring and management. The supported management interfaces include: SNMP for Network Management Systems, HTTP for web page viewing, SMTP for email, and SMS for mobile messaging. This card can support dual IP and 485 protocols simultaneous. IS-UNITY-DP card is factory-installed in an IntelliSlot.
- Unit Color: RAL 7021 Black Gray Matte
- Supply Air Sensor
- Smoke Sensor
- Temperature/Humidity Sensors internal for return air sensing
- One Remote Shut Down Contact
- Three Alarm Contacts
- 12 inch Floorstand

Quantity (1) Liebert MC Air-Cooled Microchannel Condenser(s)

- Configuration Number: MCM040E1AD0A0VU000000K104
- Model Number: MCM040E1ADK104
- Outdoor Design Ambient : 105°F
- Voltage: 460V/3ph/60Hz

The Liebert MC is an air-cooled condenser featuring an all aluminum microchannel coil and a variable speed EC motor on every fan. Constructed with an aluminum cabinet, the Liebert MC is a low-profile, direct-drive propeller fan-type air-cooled unit suitable for mounting outdoors. It provides for the heat rejection of one refrigeration circuit, matching heat rejection capacity varying with the outdoor ambient temperatures and compressor heat rejection requirements. The unit is quiet and corrosion resistant. All electrical connections and controls are enclosed in a factory mounted NEMA 3R electrical panel.

Liebert MC Condenser Details:

- Microchannel aluminum coil
- Variable Speed EC Fans
- Premium electronic control board providing communication with iCOM using CANbus
- Short Circuit Current Rating of 65,000 Amps, rms
- R-410A factory set points and single refrigerant circuit
- Aluminum exterior panels and 18" aluminum legs
- Domestic packaging

Services Include:

- Warranty Inspection Included (Includes Liebert Heat Rejection)
- Factory Standard 1-Year Parts Only Warranty

Field Supplied Items NOT included in above BOM:

- A special "low-capacitance" CANbus is required to run between the indoor and outdoor unit. Recommended CANbus P/N is Alpha Wire 6454. This Alpha Cable can be purchased from the ITS Parts Department at specified lengths for \$1.00/ft plus tax.

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- **INFORMATION TO BUYER:** This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertivco.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

- Please address Purchase Orders to:

Liebert Corporation c/o Innovative Technology Solutions, LLC - Kansas City
1050 Dearborn Drive
Columbus, OH 43085

Total Price Including Freight but NOT TAX

USD \$22,128.00

STEWART JENSEN
Account Representative

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software by Seller or its affiliate Avocent Corporation, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election..

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or

damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller

service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2016

LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS

Warrantor: Liebert Corporation (referred to herein as "Liebert") offers the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Thermal Management Products

Terms of Limited Warranty:

As provided herein, Liebert warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Liebert's final invoices, and to applicable Liebert Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period: a period of one (1) year from a valid, documented Product warranty inspection performed by Liebert personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If Product warranty inspection is not performed, the Warranty Period is thirteen (13) months from the date of purchase by the original end-user.

If any part or portion of the Liebert Product fails to conform to the Warranty within the Warranty Period, Liebert, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Liebert does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered:

This Warranty extends to the **original end-user** (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Liebert Product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact their local Liebert representative and provide all material information relating to such alleged defect. User may contact Liebert at (800) 543-2378 for local Liebert representative information.

Liebert, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Liebert or its representative's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and parts thereof replaced under this Warranty become the property of Liebert.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Liebert Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Drive packages and heat exchangers in certain Thermal Management Products are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Liebert and/or its authorized representatives. No salesperson, employee or agent of Liebert is authorized to add to or vary the terms of this Warranty. Liebert retains the right to cancel the Warranty, subject to reinstatement at Liebert's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Liebert officer.

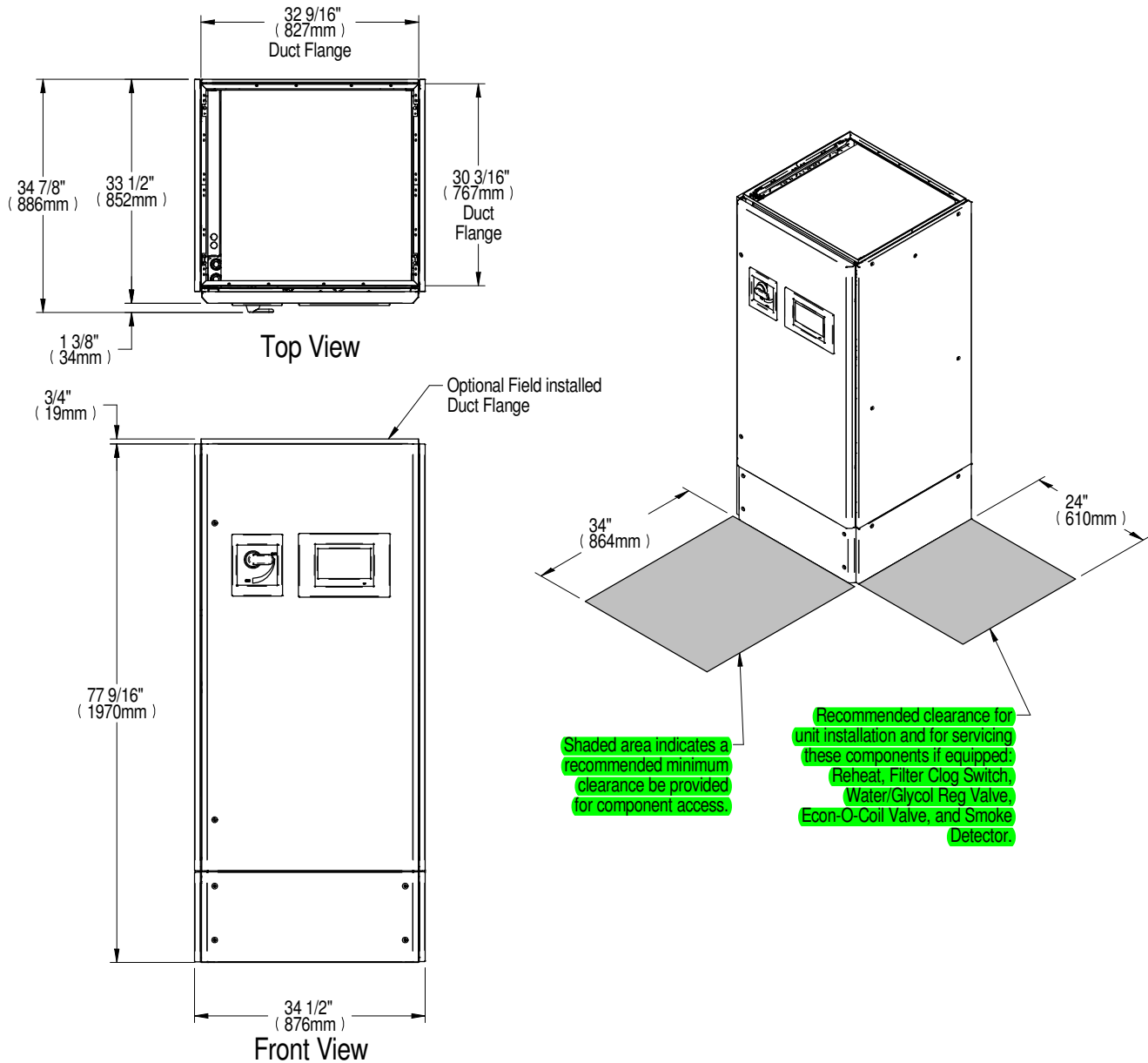
Other Limitations:

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.



LIEBERT PDX & PCW

CABINET DIMENSIONAL DATA DOWNFLOW MODELS

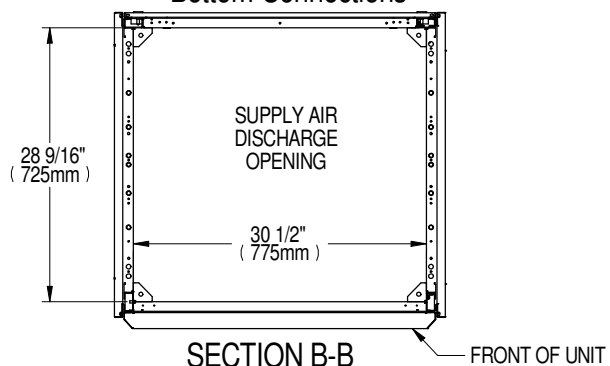
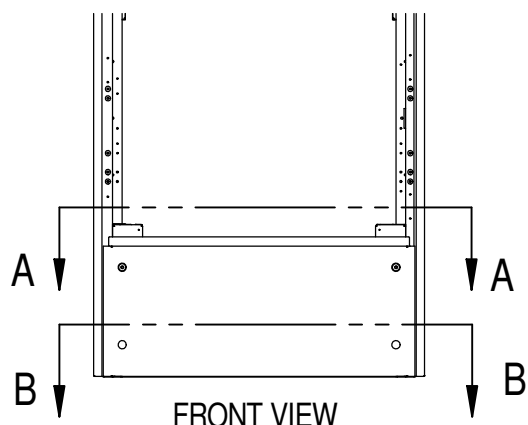
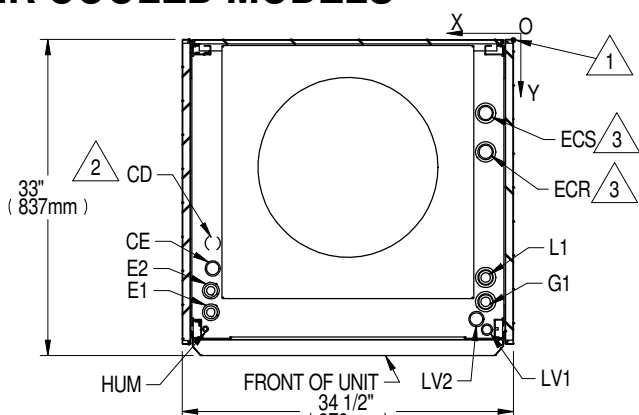
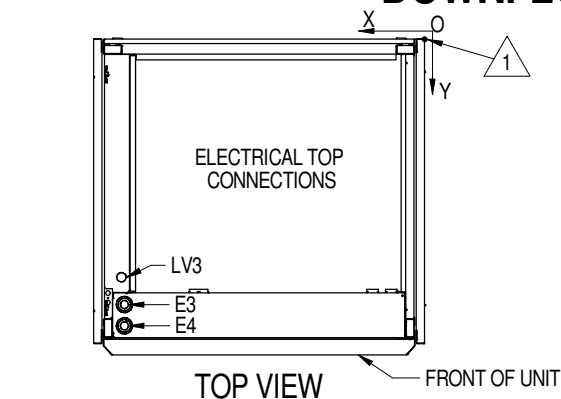


DRY WEIGHT lb (kg) APPROXIMATE			
Liebert PDX Model No.	PX011	PX018-023	PX029
Air Cooled	600 (272)	670 (304)	700 (317)
Air Cooled w/dual cool	700 (317)	750 (340)	790 (358)
Water/Glycol	620 (281)	690 (313)	720 (327)
GLYCOOL™ or Water/Glycol w/dual cool	720 (327)	770 (349)	810 (367)
Liebert PCW Model No.	PW011	PW017	PW029
Chilled Water	575 (260)	600 (272)	650 (294)



LIEBERT PDX

PRIMARY CONNECTION LOCATIONS DOWNFLOW AIR COOLED MODELS



POINT	DESCRIPTION	X in. (mm)	Y in. (mm)	CONNECTION SIZE / OPENING		
				PX011	PX018, PX023	PX029
L1	LIQUID LINE SYSTEM	2-7/8 (73)	24-3/4 (629)	3/8"	1/2"	5/8"
G1	HOT GAS DISCHARGE		27-3/8 (695)	1/2"	5/8"	7/8"
CD 	CONDENSATE DRAIN	31-1/2 (800)	21-1/4 (540)	3/4" NPT FEMALE		
CE	CONDENSATE ELECTRICAL		24 (610)	1-1/2"		
HUM	HUMIDIFIER SUPPLY LINE	32 (813)	30-1/8 (765)	1/4"		
ECS 	ECON-O-COIL SUPPLY	2-7/8 (73)	7-5/8 (194)	7/8"	1-1/8"	
ECR 	ECON-O-COIL RETURN		11-3/4 (298)			
E1	ELECTRICAL CONN. (HIGH VOLT) BOTTOM	31-1/2 (800)	28-3/8 (721)	7/8", 1-3/8", 1-3/4"		
E2	ELECTRICAL CONN. (HIGH VOLT) BOTTOM		26-1/8 (664)			
E3	ELECTRICAL CONN. (HIGH VOLT) TOP	31-1/4 (793)	27-5/8 (701)			
E4	ELECTRICAL CONN. (HIGH VOLT) TOP		29-7/8 (758)			
LV1	ELECTRICAL CONN. (LOW VOLT) BOTTOM	2-3/4 (70)	30-1/8 (765)	1-1/8"		
LV2	ELECTRICAL CONN. (LOW VOLT) BOTTOM	3-1/2 (89)	29 (737)	1-1/2"		
LV3	ELECTRICAL CONN. (LOW VOLT) TOP	31-5/8 (803)	24-7/8 (632)	1"		

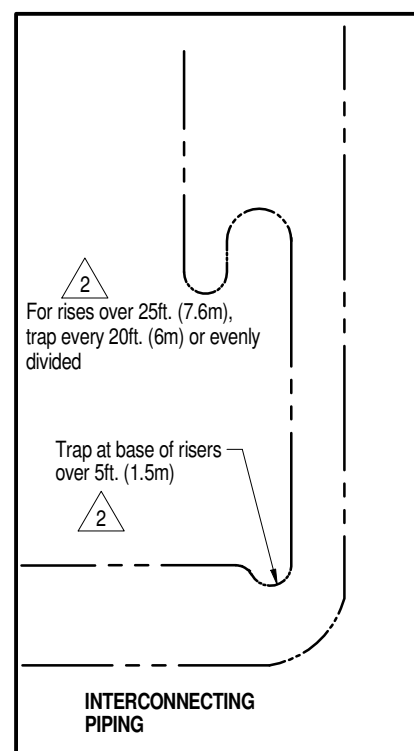
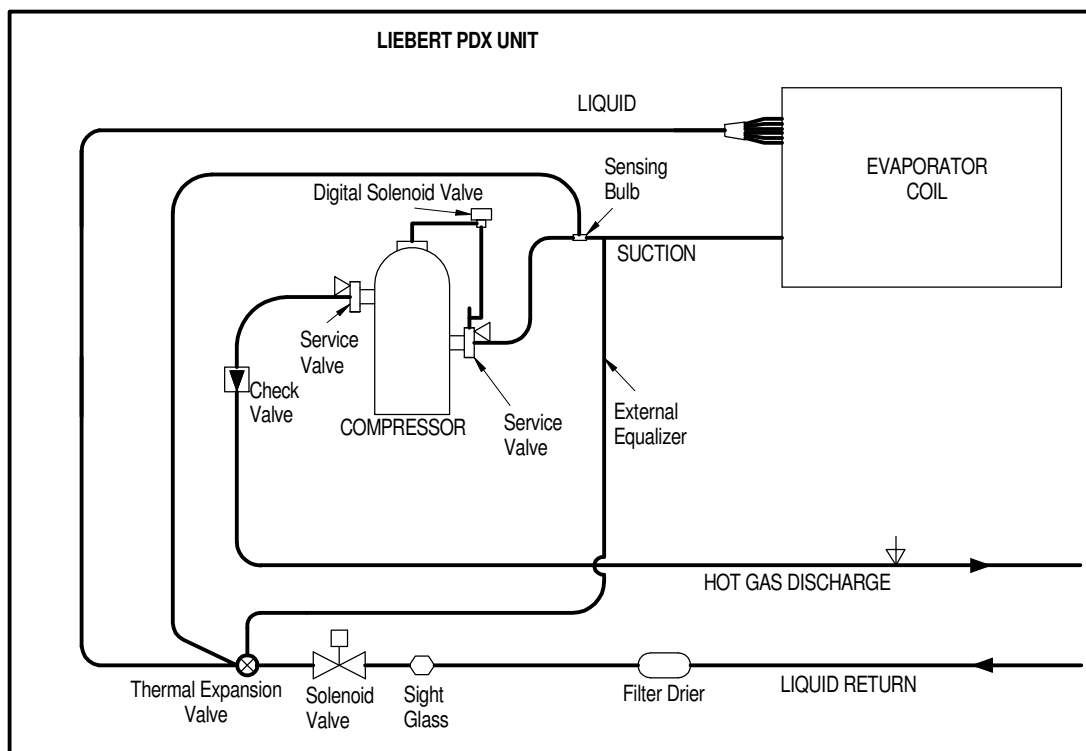
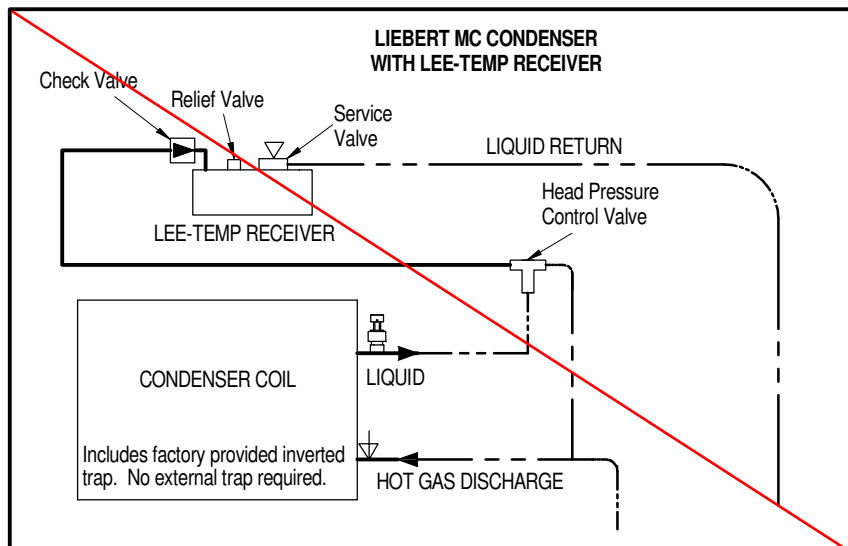
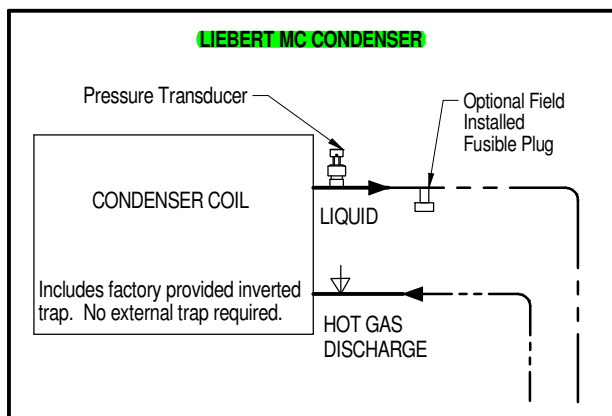
Notes:

1. Drawing not to scale. All dimensions from rear corner of unit including panels, and have a tolerance of $\pm 1/2"$ (13mm).
2. Field pitch Condensate drain line a minimum of $1/8"$ (3mm) per 12" (305mm). All units contain a factory installed condensate trap. Do not trap external to the unit. Drain line may contain boiling water. Select appropriate drain system materials. The drain line must comply with local codes.
3. Supplied on Dual Cooling Systems only (4 pipe system).
4. All refrigerant & water piping connections are O.D. Copper except as noted.



LIEBERT PDX

PIPING SCHEMATIC AIR COOLED MODELS WITH TXV



— FACTORY REFRIGERANT PIPING
- - - FIELD PIPING

▽ SERVICE / SCHRADER (ACCESS) CONNECTION NO VALVE CORE
▽ SERVICE / SCHRADER (ACCESS) CONNECTION WITH VALVE CORE

Notes:

1. Schematic representation shown. Do not use for specific connection locations.

2. Components are not supplied by Liebert but are required for proper circuit operation and maintenance.

3. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.

4. Do not isolate any refrigerant circuits from over pressurization protection.

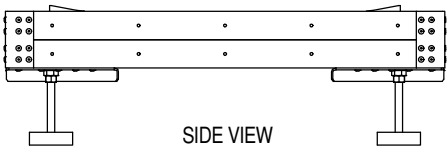
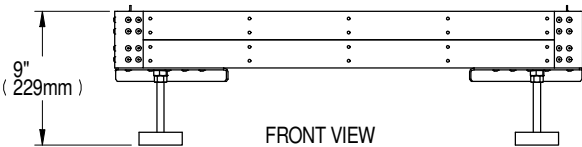
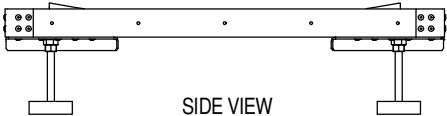
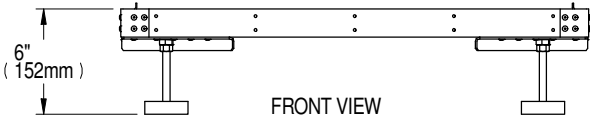
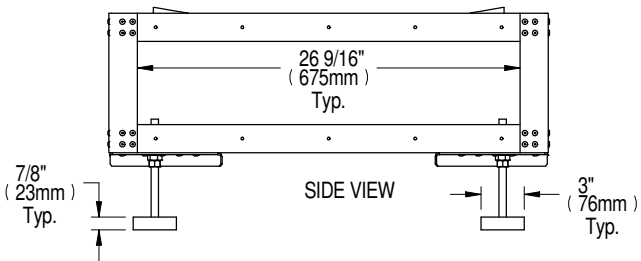
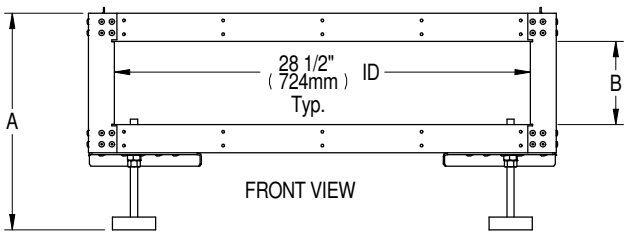
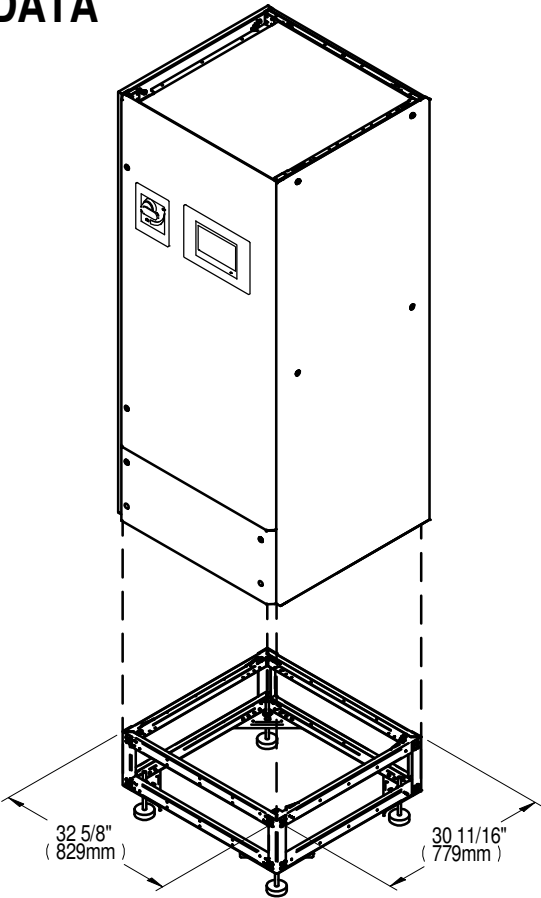


LIEBERT PDX & PCW

FLOORSTAND & FLOOR PLANNING DIMENSIONAL DATA

Height in. (mm)	
A	B
12 (305)	2-3/4 (70)
15 (381)	5-3/4 (146)
18 (457)	8-3/4 (223)
21 (533)	11-3/4 (299)
24 (610)	14-3/4 (375)

- NOTES:
1. Leveling feet are provided with $\pm 1\text{-}1/2"$ (38mm) adjustment for all floorstands.
 2. Using the table above and the boxes to the left of the floorstand views select one floorstand size. If you have any difficulty please contact your Liebert Sales Representative for assistance.





LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS

1. **High Voltage Entrance.** Supplied on top and bottom of electric box. Knockout size Ø1.75in (44.5mm).
2. **Low Voltage Entrance.** Ø1.375 in. (34.9mm) hole located on bottom of Electric Box.
3. **Three phase Electric Service and earth ground.** Field supplied.
4. **Three phase connection.** Electric service connection terminals on disconnect.
5. **Factory installed disconnect switch.** Fused disconnect switch provided on units.
6. **Earth ground connection.** Connection terminals for field supplied earth grounding wire.
7. **Earth ground bar.** Connection terminals with factory ground from each high voltage component for field supplied earth grounding wire.
8. **Control and monitoring section** of electric box.
9. **Remote unit shutdown.** Replace existing jumper between terminals 37 & 38 with normally closed switch having a minimum 75VA, 24VAC rating. Use field supplied Class 1 wiring. Two additional contact pairs available as an option (labeled as 37B & 38B, 37C & 38C). Replace existing jumper for appropriate pair as done for 37 & 38.
10. **Remote Alarm Device (RAD) Connections.** Alarm connections may be factory wired or field wired. See schematic, RAD1-4, for factory wired alarms. For field wired alarms, use Class 1 wiring to connect normally open contacts between terminals 24 & 50, 24 & 51, 24 & 55, or 24 & 56. Suitable for 24VAC.
11. **Smoke detector alarm connections.** Field supplied Class 1 wiring to 1 Amp, 24VAC maximum remote alarm circuits. Factory wired contacts from optional smoke detector are #91-Common, #92-NO, and #93-NC. Optional smoke detector trouble (SDT) connections #80 & #81.
12. **Common alarm connection.** Field supplied Class 1 wiring to common alarm terminals 75 & 76 (and optional 94 & 95, and 96 & 97), which are factory connected to normally open contacts, 1 Amp, 24VAC maximum on common alarm relay (R3).
13. **Heat rejection connection.** Field supplied Class 1 wiring to heat rejection interlock terminals 70 & 71 which are factory connected to normally open compressor side switch (self contained units only) or to GLYCOOL relay K11 (GLYCOOL units only). On Dual Cool units only, connect auxilliary cooling source terminals 72 & 73 to relay K11. See indoor and outdoor electric schematic for more information.
14. **Reheat and Humidifier Lockout.** Optional emergency power lockout of reheat and/or humidifier: Connections #82 & #83 are provided for remote 24VAC source and Class 1 wiring by others.
15. **Main Fan Auxiliary Switch.** Optional main fan auxiliary side switch. Terminals located on customer connection terminal block for remote indication that the evaporator fan motor/unit is on. Field to connect 24V maximum, Class 1 wiring to connections #84 & #85.
16. **Optional Condensate Alarm (Dual Float Condensate Pump only).** Relay terminals located on customer connection terminal block for remote indication. Field supplied Class 1 wiring to connections #88 & #89.
17. **Optional Remote Liquitect Indicator.** Optional remote liquitect indicator for unit shutdown. Terminals located on customer connection terminal block. Field to connect 24V maximum, Class 1 wiring to connections #58 & #59.
18. **Optional Analog Inputs #3 & #4.** Customer connection to terminals 41, 42, 43, 44 for analog inputs.
19. **Spare Terminals for Optional Devices.** Customer connection when optional device is supplied. See unit schematic.



LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS

20) **CANbus Connector** Terminal block with terminals 49-1 (CAN-H) and 49-3 (CAN-L) + SH (shield connection). The terminals are used to connect the CANbus communication cable (provided by others) from the indoor unit to the Liebert MC Condenser.

21) **CANbus Cable** – CANbus cable provided by others to connect to the outdoor condenser and optional PRE unit. No special considerations are required when the total external cable connection between the indoor unit and outdoor unit(s) is less than 450FT (137M). For total external cable connections greater than 450FT (137M). For external cable connections greater than 450FT (137M), but less than 800FT (243M) a CANbus isolator is required (Contact Factory).

Cable must have the following specifications:

- Braided shield or foil shield with drain wire
- Shield must be wired to ground at indoor unit
- 22-18AWG stranded tinned copper
- Twisted pair (minimum 4 twists per foot)
- Low Capacitance (15pF/FT or less)
- Must be rated to meet local codes and conditions



- EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER

22) Do not run in same conduit, raceway, or chase as high voltage wiring.

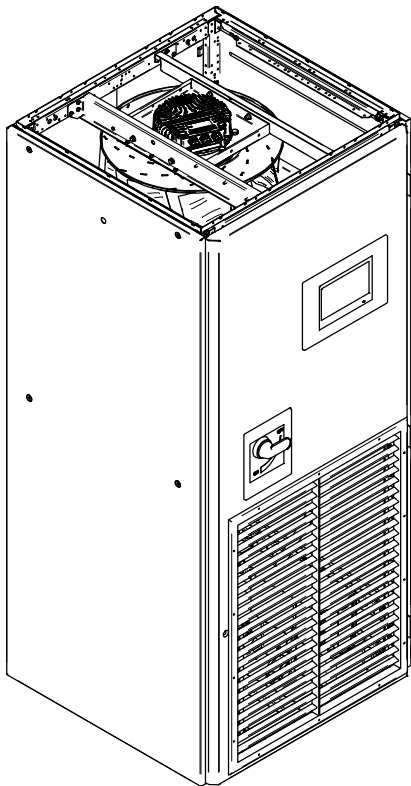
23) For CANbus network lengths greater than 450FT (137M) call Factory.

NOTE: Refer to specification sheet for total unit full load amps, wire size amps, and max overcurrent protective device size.

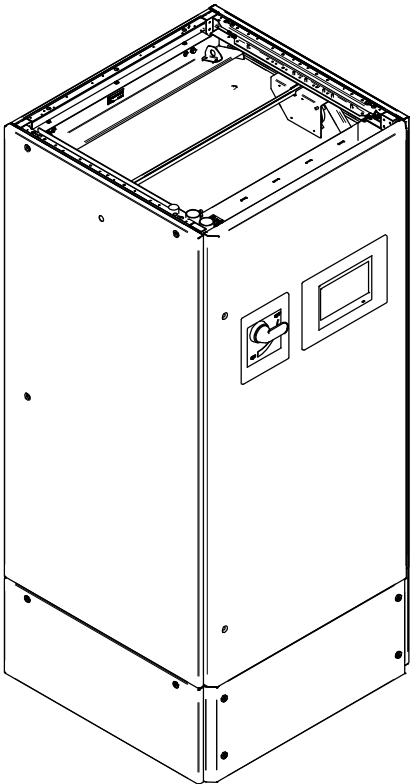


LIEBERT PDX & PCW

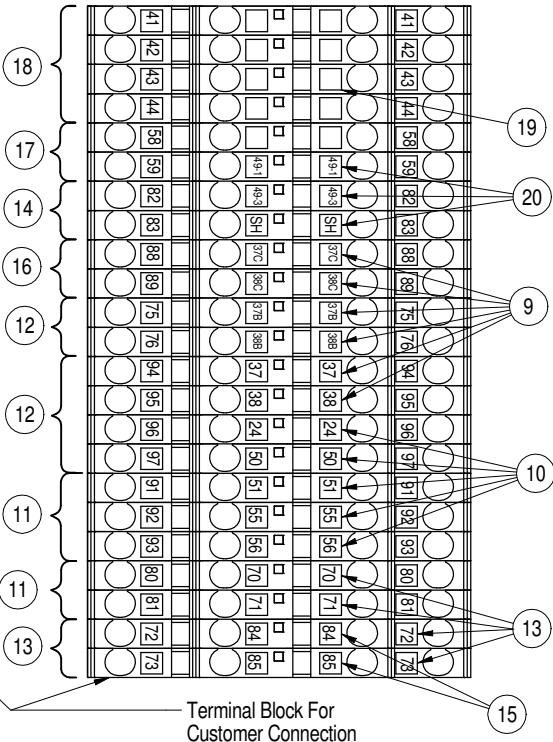
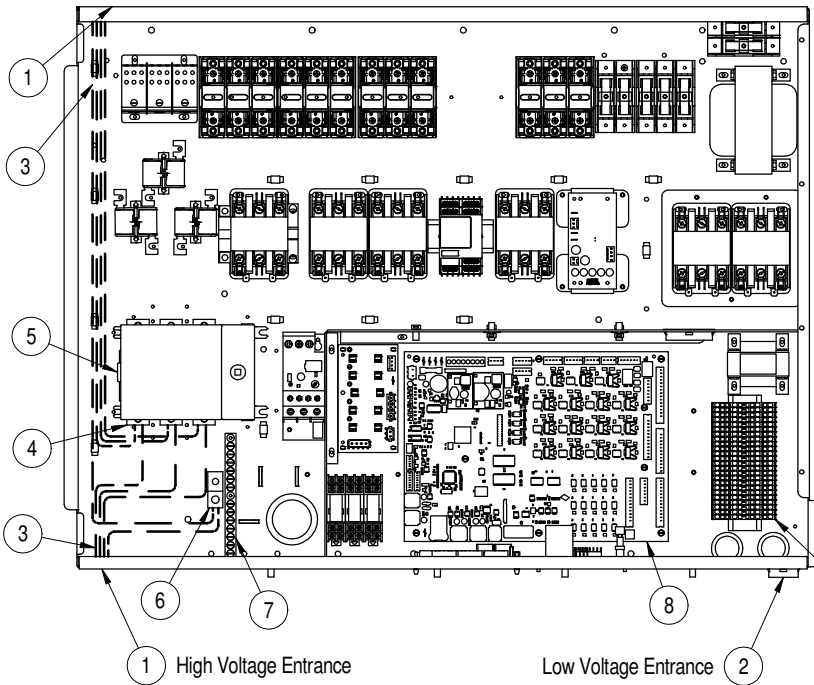
ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS



UPFLOW UNIT



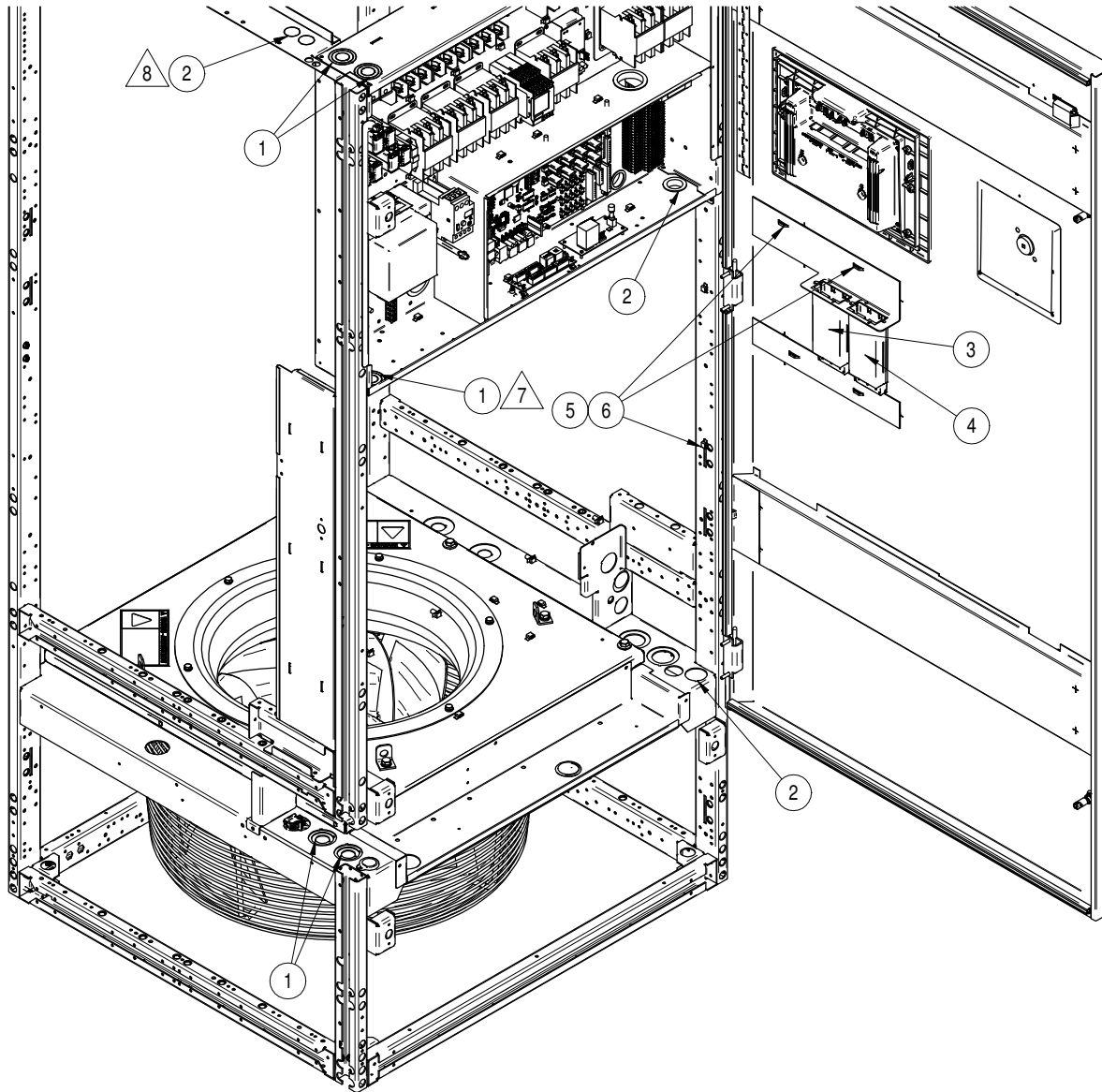
DOWNFLOW UNIT





LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS DOWNFLOW MODELS



1. Opening for field wiring. Suggested entry point for HV field wiring to unit.
2. Opening for field wiring. Suggested entry point for LV field wiring to unit.
3. Vacant IntelliSlot. May contain optional IntelliSlot cards.
4. Populated IntelliSlot. Optional IntelliSlot cards may be placed in either of two supplied IntelliSlot locations.
5. Wire tie anchors. Use to secure field supplied network cables to IntelliSlot.
6. Wire tie anchors. Use to secure customer Ethernet wiring to control board and display.
7. Requires bushing if conduit is terminated below.
8. Wire needs to be routed behind electric box to Low Voltage entrance on bottom of Electric Box.



LIEBERT iCOM®

PRODUCT INFORMATION UNIT MOUNTED DISPLAY



The Liebert iCOM® display is a microprocessor 9 inch color touch screen in an ergonomic, aesthetically pleasing housing. The display and housing will be viewable while the unit accent panels are open or closed. The display can be easily detached to view while the panel is open.

Menu Layout- The menus will be broken out into two main menu screens: User screen and Service screen. The User screen contains the menus to access parameters required for basic unit control and setup. The Service screen is designed for service personal and provides access to advanced control setup features and diagnostic information.

Password Protection- The display will contain two unique passwords to protect against unauthorized changes. An auto hide/show feature allows the user to see applicable information based on the login used.

Unit Backup and Restore- The user shall have the ability to create safety copies of important control parameters. The display has the ability for the user to automatically backup unit configuration settings to internal memory or USB storage drive. Configuration settings may be transferred to another unit for a more streamlined unit startup.

Parameter Download- The display has the ability for the user to download a report that lists parameter names, factory default settings and user programmed settings in .csv format for remote reference.

Parameter Search- The display has search fields for efficient navigation and parameter lookup.

Setup Wizards- The display will contain step by step tutorials or wizards to provide easy setup of the control.



LIEBERT iCOM®

PRODUCT INFORMATION

UNIT MOUNTED DISPLAY

Context Sensitive Help- The display will have an onboard help database. The database will provide context sensitive help to assist with setup and navigation of the menus.

Display Setup- The user has the ability to configure the display information based on the specific user's preference. Language, units of measure, screen contrast, home screen layout, back light timer and the hide/show of certain readouts will be configurable through the display.

Additional Readouts- The display has the ability for the user to configure custom widgets on the main screen. Widget options will include items such as fan speed, call for cooling, call for free cooling, maintenance status, call for hot water reheat, call for electric reheat, call for dehumidification, call for humidification, airflow, static pressure, fluid flow rate and cooling capacity.

Status LEDs- The display will provide the user with the unit's operating status using an integrated LED. The LED will indicate if the unit has an active alarm; if the unit has an active alarm that has been acknowledged; or if the unit is on, off, or in a standby status.

Unit Alarms – All unit alarms are annunciated through both audio and visual cues, clearly displayed on the screen, automatically recorded in the event log, and communicated to optional IntelliSlot monitoring cards.

Event Log – The display will automatically store the last 400 unit-only events (messages, warnings, and alarms).

Service Contact Information – The display has the ability to store the local service or sales contact information.

Upgradeable –Display upgrades are performed through a USB connection.

Unit-to-Unit (U2U) Communication – Communication via private Ethernet network allows for advanced control functionality (Teamwork modes, sharing sensor data, Standby Rotation, Lead-Lag, and Cascade operation).

LIEBERT® INTELLISLOT™ UNITY PLATFORM CARDS

Product Specification/Installation Guide



The Liebert IntelliSlot Unity Platform brings SNMP, BACnet IP, BACnet MSTP, Modbus TCP, Modbus RTU, YDN23 and Web management capability to many models of Vertiv's power and cooling equipment. The cards employ Ethernet and RS-485 networks to monitor and manage a wide range of operating parameters, alarms and notifications. The card also supports communication for LIFE™ Services by VERTIV.

ADDITIONAL FEATURES

- SNMPv1, SNMPv2c and SNMPv3 with MIB-II support
- HTTP/HTTPS 1.1
- BootP
- DHCP per RFC2131/2132
- Remote firmware updates via a Web browser
- IPv6 support for HTTP/HTTPS, DHCPv6, e-mail, SMS, SNMP v1/v2c/v3 and Modbus TCP

- Liebert SN Environmental Sensor Support (Web, SNMP, SMS and SMTP): Temperature, Humidity, Door Closure, Contact Closure and Leak Detection: Liebert SN-2D, Liebert SN-3C, Liebert SN-L, Liebert SN-T, Liebert SN-TH, Liebert SN-Z01, Liebert SN-Z02 and Liebert SN-Z03

IntelliSlot Unity cards are a form, fit, and function replacement for several Liebert IntelliSlot Web and 485 cards.

COMPATABILITY with Liebert Equipment

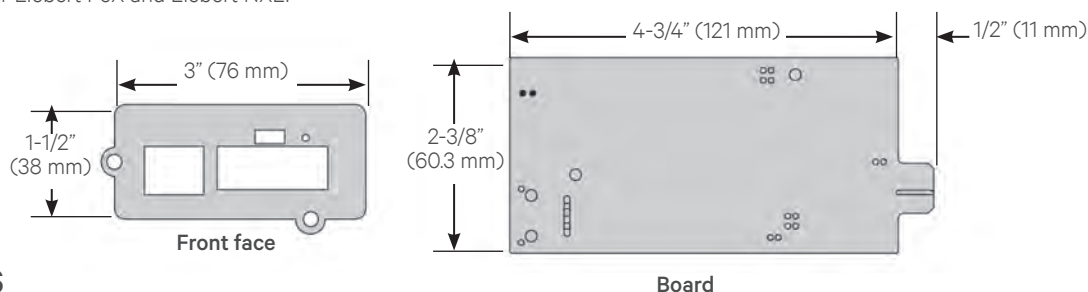
IntelliSlot Card	Compatible with			
S-UNITY-DP	Alber BDSU-50™	Liebert Deluxe System/3™	Liebert GXT3™	Liebert PeX™ *
IS-UNITY-SNMP	Liebert APM™	Liebert DS™	Liebert GXT4™	Liebert PPC™
IS-UNITY-LIFE	Liebert APS™	Liebert DSE™	Liebert HPC™	Liebert RDC™
	Liebert Challenger 3000™	Liebert EPM™	Liebert HPC-S/M/R/W/Generic™	Liebert RX™
	Liebert CRV™	Liebert EXC™	Liebert HPM™	Liebert XDC™
	Liebert CW™	Liebert eXL™	Liebert NX™ 225-600 kVA	Liebert XDP™
	Liebert DCL™	Liebert EXL™ S1	Liebert NXC™	Liebert XDP-Cray™
	Liebert DCP™	Liebert eXM™	Liebert NXL™ *	
		Liebert FDC™	Liebert NXR™	
		Liebert FPC™	Liebert PCW™/PDX™	

* YDN23 supported only for Liebert PeX and Liebert NXL.

COMPATABILITY with Communication Protocols

Liebert IntelliSlot Card	Life Services Support	Communication Protocol							
		HTTP HTTPS	Velocity Protocol	Email	SMS	SNMP v1, v2c, v3	BACnet IP BACnet MSTP	Modbus TCP Modbus RTU	YDN23*
IS-UNITY-DP	✓	✓	✓	✓	✓	✓	✓	✓	✓
IS-UNITY-SNMP	✓	✓	✓	✓	✓	✓	—	—	—
IS-UNITY-LIFE	✓	✓	✓	✓	✓	—	—	—	—

* YDN23 supported only for Liebert PeX and Liebert NXL.

DIMENSIONS**SPECIFICATIONS**

Power Requirements	DC Inputs	7 to 12 VDC
	Power Consumptions:	3.6 W maximum
Dimensions, W x D x H	2.97 x 5.2 x 1.45 in. (75.5 x 15 x 37 mm)	
Weight (assembled)	Net:	7 oz (0.2 kg)
	Shipping:	1.3 lb (0.6 kg)
Ambient Operating Environment	32 to 104°F (0 to 40°C); 10% to 90% RH (non-condensing)	
Ambient Storage Temperature	-4 to 140°F (-20 to 60°C)	
Communication Ports	Ethernet Communication	RJ-45 (LIFE™ Services requires a network connection to the Internet)
	RJ-45 (RJ-45 to 2-position terminal-block adapter)	

WIRING

10/100 Mb/s Ethernet connector	Standard Category 5E Cable	328 ft. (100m)
RJ-45 - One-Wire Connector	Liebert® Integrated One-Wire Sensor Cable or 2m Cat 5E to Modular 1-Wire	65.6 ft. (20m)

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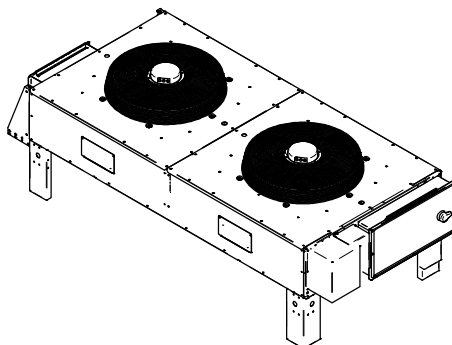
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LIEBERT MC CONDENSER

PREMIUM EFFICIENCY CONTROL STANDARD & OPTIONAL FEATURES



STANDARD FEATURES

COIL Liebert microchannel coils are all-aluminum construction. Tubes are created by extruding small parallel refrigerant flow paths into aluminum. Full-depth louvered aluminum fins fill spaces between the tubes. Tubes, fins and aluminum headers are oven-brazed to form a complete refrigerant-to-air heat exchange coil. Baffles are used in the headers to separate one coil slab into multiple passes as needed. Coils are factory leak tested at a minimum of 300 PSIG and dehydrated. Copper stub pipes are electric resistance welded to aluminum coils and joints are protected with polyolefin to seal joint from environmental corrosive elements. Hot gas and liquid lines are brazed to the stub pipes with spun closed ends for customer piping connections. Coil pipe assemblies are filled and sealed with a nitrogen holding charge for shipment. One coil is used per fan assembly.

FAN/MOTOR ASSEMBLY The fan/motor assembly is complete with external rotor motor, fan blades and fan/finger guard. Fan blades are constructed of stamped aluminum or steel extrusion coated with PP plastic. Fan guards are heavy gauge, close meshed, steel wire, coated with a black corrosion resistant finish. Fan terminal blocks located on the top of the fan guard with IP54 protection class. Fans are factory balanced and tested before shipment.

FAN MOTORS Fan motors are specifically designed for variable speed and have ball bearings. The EC fans provide internal overload protection through the built-in electronics. Each EC fan motor has built-in controller and communication module, linked via RS485 communication wire to each fan and the Premium Control Board. This allows each fan to receive and respond to precise fan speed inputs from the Premium control board.

PREMIUM EFFICIENCY FAN CONTROL The Liebert premium efficiency condenser control system is complete with control board, EC fan motor(s), refrigerant-pressure transducer(s), refrigerant-temperature thermistor(s), ambient-temperature thermistor, and motor overload protection in the factory wired control panel. The control board maintains EC fans on the same circuit to the same speed in order to maintain refrigerant head pressure. The control board receives a run signal from the compressor of the indoor unit via field-supplied low voltage interlock wires and field-supplied CANbus communication wires from the indoor unit iCOM. The control system provides refrigerant head pressure and system starting for outdoor ambient temperature as low as -30°F (-35 °C), provided the total temperature design range (from minimum to maximum) is 125°F (70°C) or less.

HOUSING The condenser housing is constructed of bright aluminum sheet and divided into individual fan sections by full width baffles. Internal structural support members, including coil support frame, are galvanized steel for strength and corrosion resistance. Panel doors are provided on two sides of each coil/fan section to provide for coil cleaning. Aluminum legs are provided with rigging holes for hoisting the unit into position.

COMMUNICATION The Premium Efficiency Control communicates with the iCOM control of the indoor Liebert unit using field supplied CANbus wires. The communication link allows for condenser alarm condition communication to iCOM, communication of other measurable items on the condenser, and fan control features to improve efficiency, sound and wintertime operation based on iCOM programming.

UNIT DISCONNECT SWITCH Locking unit disconnect switch is factory installed and wired in attached condenser control section.

OPTIONAL FEATURES

LIEBERT LEE-TEMP LOW AMBIENT CONTROL Lee-Temp receiver kits can be added to achieve head pressure control down to minimum ambient temperatures of -30 °F (-34 °C). The premium efficiency fan control when used with the Liebert Lee-Temp receiver kits runs the fan(s) at lower speeds during cold temperatures saving fan energy.

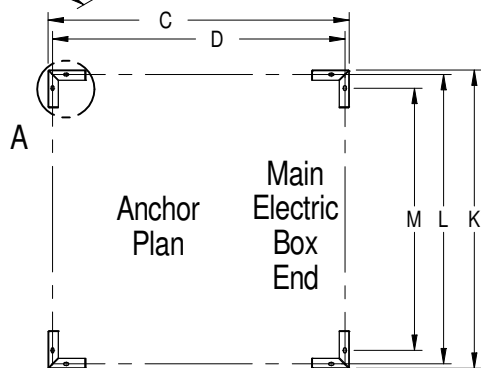
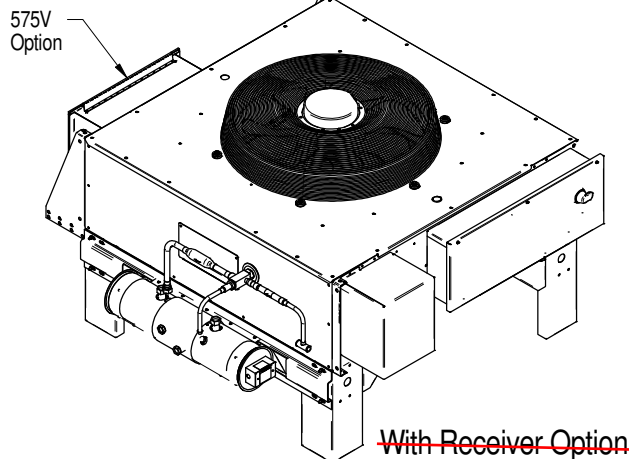
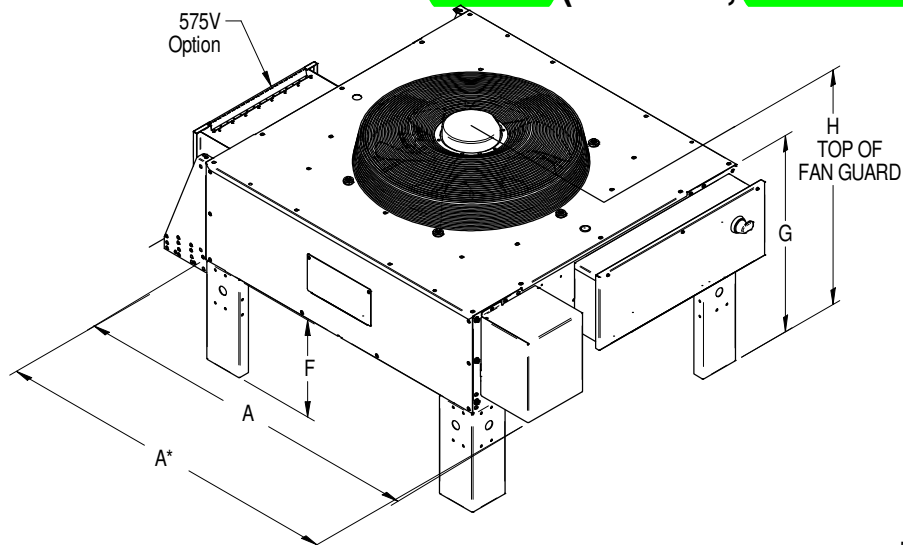
575V POWER SUPPLY The factory installed condenser option will include a secondary enclosure, a 575V-to-480V, 3 phase, step down transformer, secondary fuses for the transformer, and all wiring between the main and secondary electrical enclosures. Site power connections will be made in the main electrical enclosure and the secondary enclosure will be located on the condenser end opposite of the main electrical enclosure.



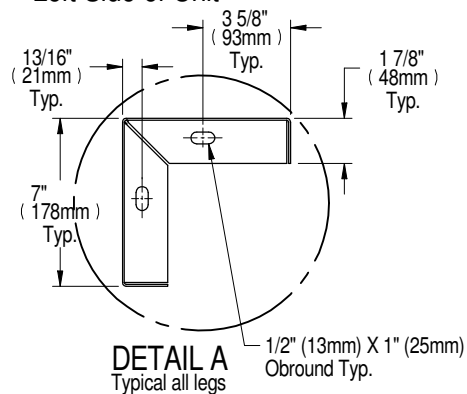
LIEBERT MC CONDENSER

CABINET & ANCHOR DIMENSIONAL DATA

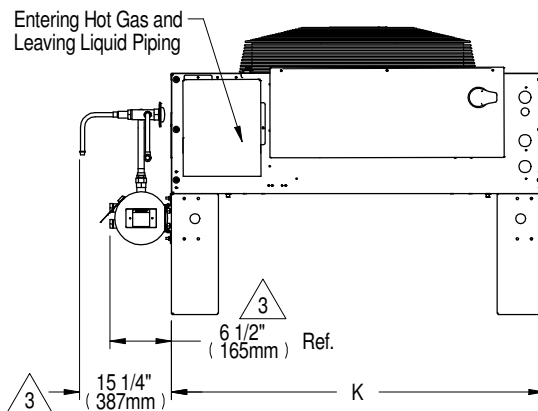
1 FAN (MCS028, **MCM040**, MCL055)



Left Side of Unit



DETAIL A
Typical all legs



Front View (Lee-Temp Shown)

Note:

- Liebert recommends a clearance of 36" (915mm) on each side for proper operation and component access.
- Cross Bracing required for legs longer than 18" (457.2mm). Quantity varies per model & options selected.
- For PDX w/EEV systems & unheated refrigerant receivers, 6-1/2" (165mm) is 9-1/4" (235mm) and 15-1/4" (387) is not applicable.

LIEBERT MODEL NUMBER	F in. (mm) 2			
	18 (457)	36 (914)	48 (1219)	60 (1524)
MCS028				
MCM040				
DIM "G"	31-5/8 (803)	49-5/8 (1260)	61-5/8 (1565)	73-5/8 (1870)
DIM "H"	39-5/8 (1006)	57-5/8 (1464)	69-5/8 (1768)	81-5/8 (2073)
MCL055				
DIM "G"	35-7/8 (911)	53-7/8 (1368)	65-7/8 (1673)	77-7/8 (1978)
DIM "H"	43-5/8 (1108)	61-5/8 (1565)	73-5/8 (1870)	85-5/8 (2175)

LIEBERT MODEL NUMBER	A in (mm)	A* in (mm) (575V ONLY)	C in (mm)	D in (mm)	K in (mm)	L in (mm)	M in (mm)
MCS028	50-5/8 (1287)	58-7/8 (1495)	44-1/8 (1120)	42-1/2 (1080)	42-1/2 (1080)	40-7/8 (1038)	35-7/8 (910)
MCM040	57-3/16 (1453)	65-3/8 (1661)	48 (1219)	46-5/16 (1177)	46 (1168)	44-3/8 (1127)	39-5/16 (999)
MCL055	68 (1727)	77 (1956)	56 (1422)	54-3/8 (1381)	55-1/2 (1410)	53-7/8 (1368)	48-3/4 (1238)



LIEBERT MC CONDENSER

CONDENSER AND OPTION WEIGHT DATA, lb(kg)

Size		Small (MCS)		Medium (MCM)			
Condenser Model		MCS028	MCS056	MCM040	MCM080		MCM160
Refrigerant Circuits		1	2	1	1	2	2
Condenser Dry Weight	18" Leg	154 (70)	270 (122)	231 (105)	441 (200)	441 (200)	860 (390)
	36" Leg	286 (130)	419 (190)	363 (165)	590 (268)	590 (268)	1066 (484)
	48" Leg	318 (144)	451 (205)	395 (179)	622 (282)	622 (282)	1114 (505)
	60" Leg	349 (158)	482 (219)	426 (193)	653 (296)	653 (296)	1160 (526)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)		45 (20)	45 (20)		
Lee-Temp		55 (25)	110 (50)	55 (25)	100 (45)	110 (50)	220 (100)
DSE Receiver DA050/080/085							88 (40)
DSE Receiver DA125/150/165							184 (83)
575V Transformer		55 (25)	65 (29)	60 (27)	70 (32)	70 (32)	80 (36)
Coated Coil		4 (2)	8 (4)	5 (2)	10 (5)	10 (5)	20 (9)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	40 (18)	40 (18)	40 (18)	57 (26)

Size		Large (MCL)					
Condenser Model		MCL055	MCL110		MCL165	MCL220	
Refrigerant Circuits		1	1	2	1	1	2
Condenser Net weight	18" Leg	344 (156)	602 (273)	602 (273)	891 (404)	1186 (538)	1186 (538)
	36" Leg	486 (220)	766 (347)	766 (347)	1136 (515)	1453 (659)	1453 (659)
	48" Leg	518 (235)	798 (362)	798 (362)	1184 (537)	1501 (681)	1501 (681)
	60" Leg	549 (249)	829 (376)	829 (376)	1230 (558)	1547 (702)	1547 (702)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)					
Lee-Temp		60 (27)	115 (52)	120 (54)	175 (79)	215 (98)	240 (109)
DSE Receiver DA050/080/085				45 (20)	90 (41)	45 (20)	90 (41)
DSE Receiver DA125/150/165				94 (43)	188 (85)	94 (43)	188 (85)
575V Transformer		67 (30)	77 (35)	77 (35)	118 (54)	118 (54)	118 (54)
Coated Coil		8 (4)	16 (7)	16 (7)	24 (11)	32 (15)	32 (15)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	41 (19)	57 (26)	57 (26)	57 (26)

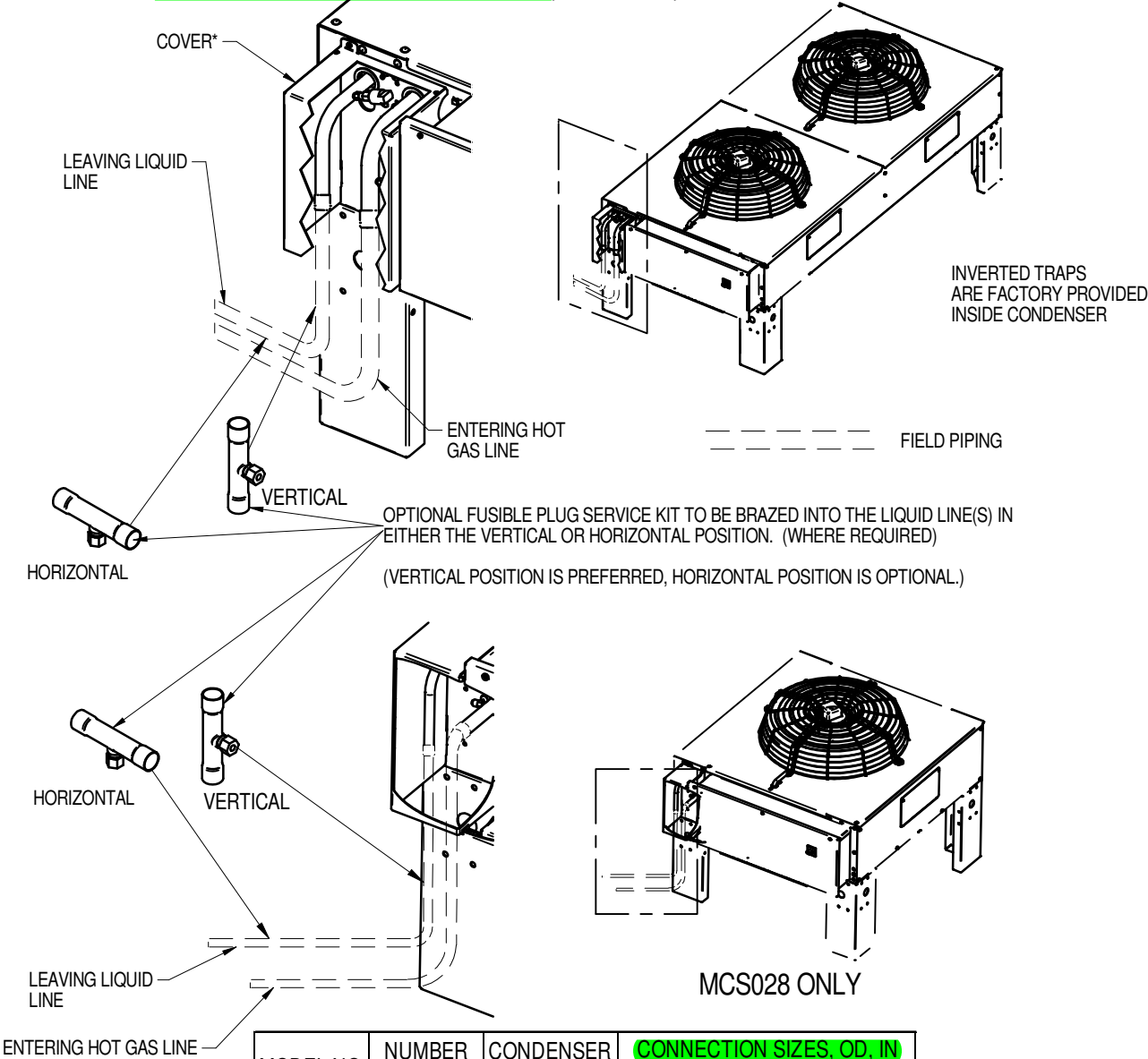
Total weight is the sum of 'Condenser' + ('PDX-EEV Receiver' or 'Lee-Temp' or 'DSE Receiver 050/080/085' or 'DSE Receiver 125/150/165') + 'Coated Coil' + '575V Transformer' + 'Seismic/Wind Bracing'



LIEBERT MC CONDENSER

PIPING DIMENSIONAL DATA

SINGLE CIRCUIT 1 FAN, 2 FAN, 3 FAN & 4 FAN UNITS



MODEL NO.	NUMBER OF FANS	CONDENSER CIRCUITS	CONNECTION SIZES, OD, IN	
			HOT GAS LINE	LIQUID LINE
MCS 028	1	1	7/8	5/8
MCM 040	1	1	7/8	5/8
MCM 080	2	1	1-1/8	7/8
MCL 055	1	1	1-1/8	7/8
MCL 110	2	1	1-3/8	1-1/8
MCL 165	3	1	1-3/8	1-1/8
MCL 220	4	1	1-5/8	1-3/8

* SHIPPING COVER IS NOT NECESSARY FOR PROPER CONDENSER OPERATION AND MAY BE RECYCLED IF FIELD PIPING INTERFERES WITH PROPER REATTACHMENT.



LIEBERT AIR COOLED SYSTEMS

RECOMMENDED REFRIGERANT LINE SIZES CU, OD LIEBERT AIR-COOLED SYSTEMS USING R-410A

System Fluid : R-410A		Any Compressor Type				
Indoor Model	Equivalent Length	50 ft (15m)	100 ft (30m)	150 ft (45m)	300 ft (91m)	450ft (137m)
CR019RA/ CR020RA	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
CR035RA	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	3/4	3/4	3/4	7/8	
PX011	Hot Gas Line, in.	1/2	5/8 ²	5/8 ²	5/8 ²	
	Liquid Line, in.	3/8	1/2	1/2	1/2	
PX018	Hot Gas Line, in.	5/8	5/8	5/8	3/4 ²	
	Liquid Line, in.	1/2	1/2	1/2	5/8	
PX023	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	5/8	
PX029	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
DA050 / DA080/ DA085	Hot Gas Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA125	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA150	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA165	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA250	Hot Gas Line, in.	1-5/8	1-5/8	1-5/8 ⁴	1-5/8 ⁴	
	Liquid Line, in.	1-3/8	1-3/8	1-3/8 ⁴	1-3/8 ⁴	

System Fluid: R-410A		Digital Scroll Models				
Indoor Model	Equivalent Length	50 ft (15m)	75 ft (23m)	100 ft (30m)	125 ft (38m)	150 ft (45m)
MT060	Suction Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8
	Liquid Line, in.	1/2	5/8	5/8	5/8	5/8
MT048	Suction Line, in.	7/8	1-1/8 ²	1-1/8 ²	1-1/8 ²	1-1/8 ²
	Liquid Line, in.	1/2	1/2	5/8	5/8	5/8

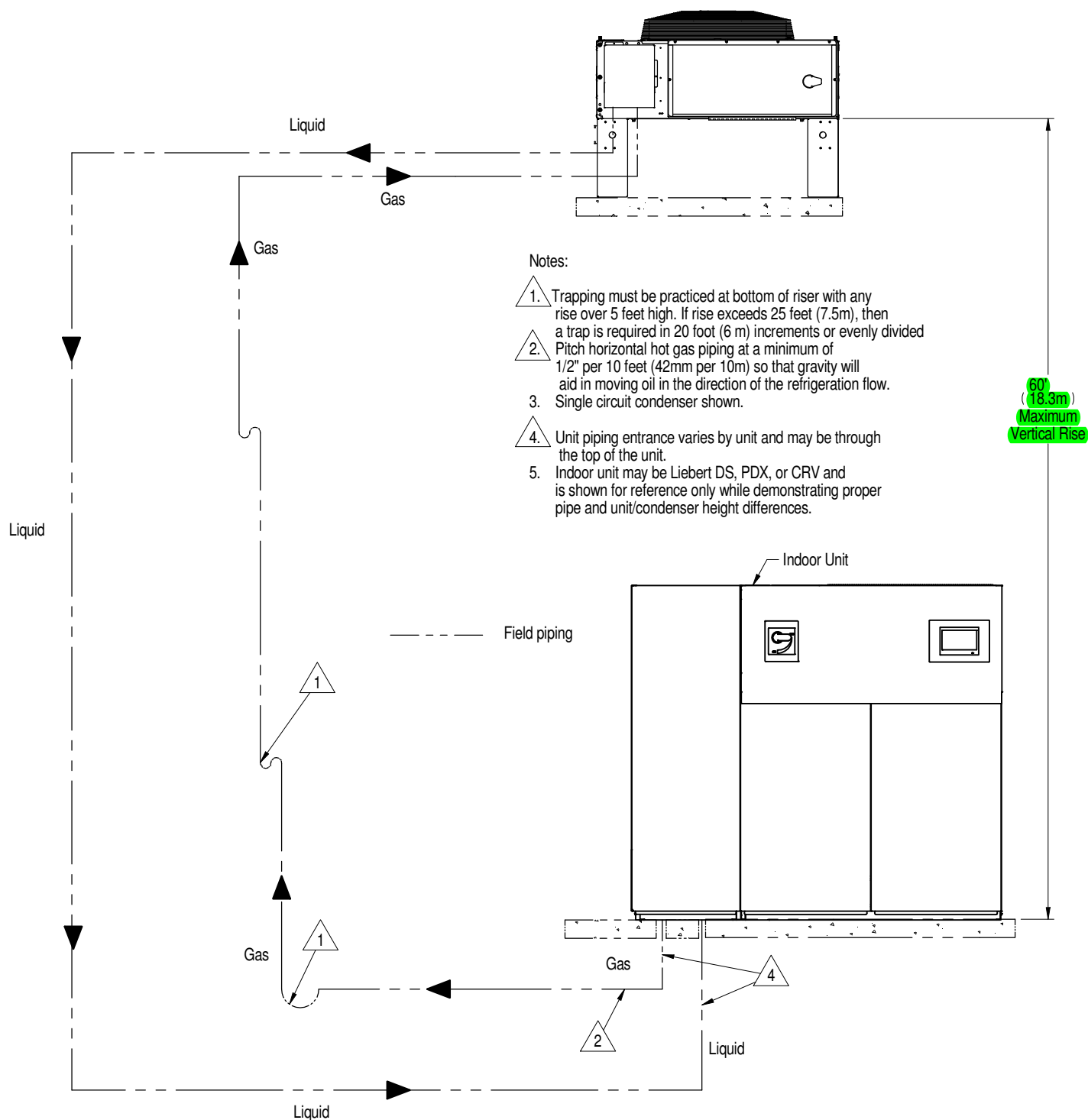
Notes:

1. Consult factory for proper line sizing for runs longer than maximum equivalent length shown in table.
2. Must downsize vertical riser one trade size (1-1/8" to 7/8" or 7/8" to 3/4" or 3/4" to 5/8" or 5/8" to 1/2").
3. Consult factory when actual pipe length between condenser/EconoPhase and Liebert DSE unit will exceed 300 ft (91 m).
4. Liebert DA250 unit can be extended to max 200' linear or 300' equivalent.



LIEBERT MC CONDENSER

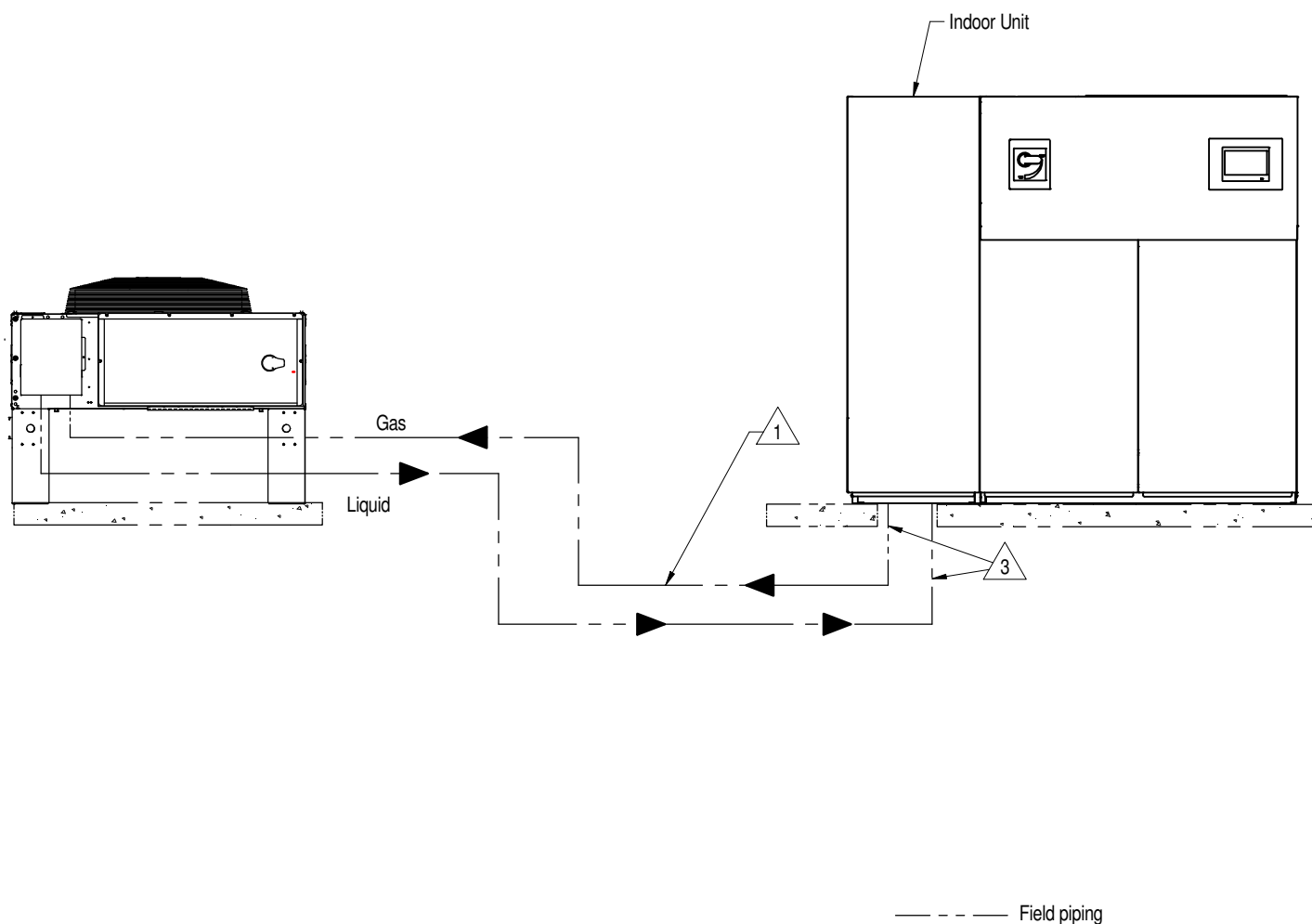
AIR COOLED PIPING SCHEMATIC CONDENSER ABOVE INDOOR UNIT





LIEBERT MC CONDENSER

AIR COOLED PIPING SCHEMATIC CONDENSER AND INDOOR UNIT AT SAME LEVEL



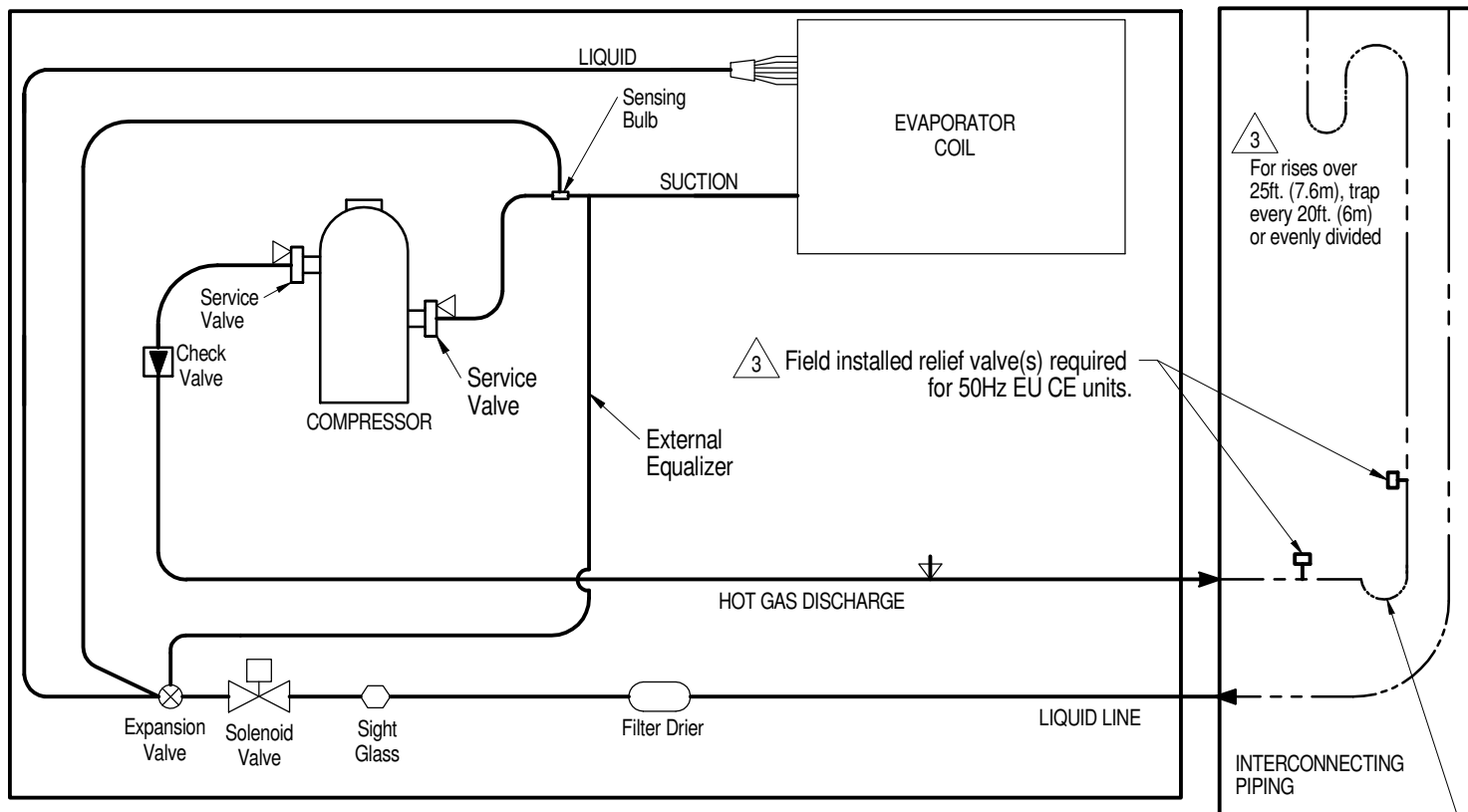
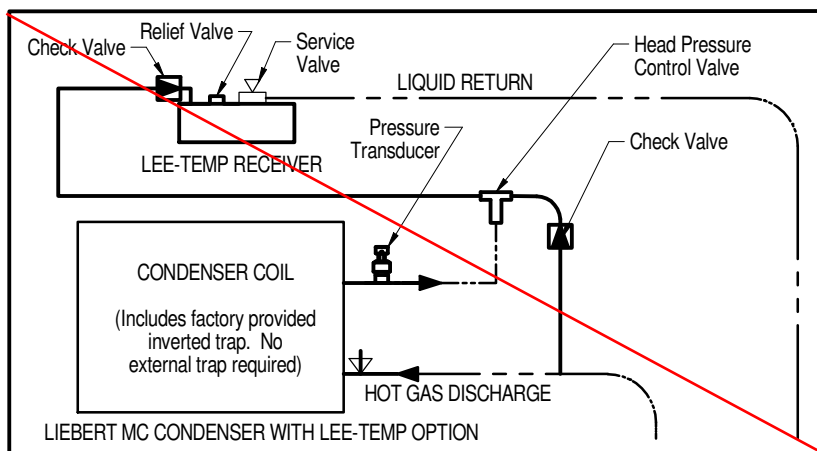
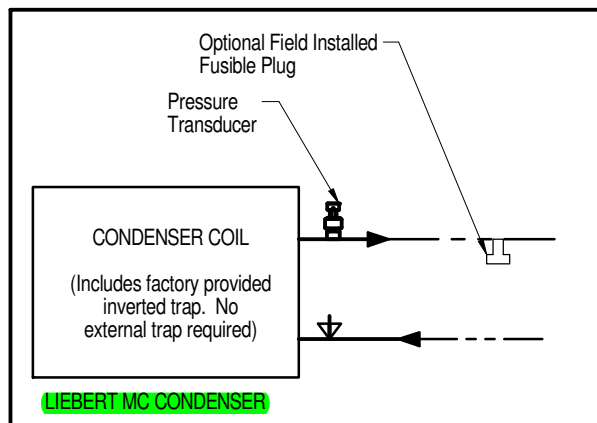
Notes:

1. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
2. Single circuit condenser shown.
3. Unit piping entrance varies by unit and may be through the top of the unit.
4. Indoor unit may be Liebert DS, PDX, or CRV and is shown for reference only.



LIEBERT MC CONDENSER

TYPICAL PIPING SCHEMATIC FOR AIR-COOLED DX SYSTEMS



————— FACTORY REFRIGERANT PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION NO VALVE CORE

- - - - - FIELD PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION WITH VALVE CORE

Notes:

1. Single refrigeration circuit shown for clarity.
2. Schematic representation shown. Do not use for specific connection locations.

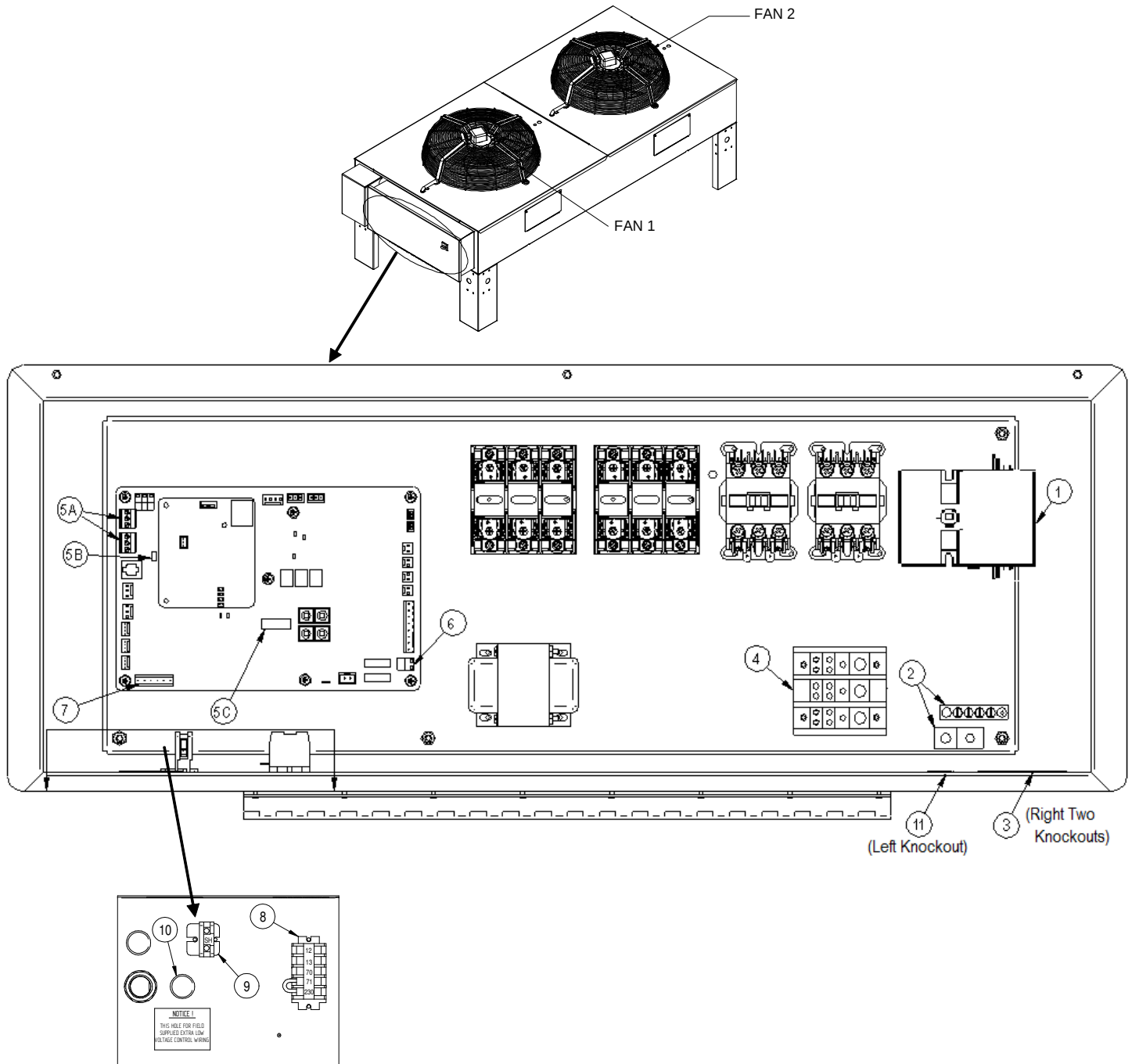
3. Components are not supplied by Liebert, but are required for proper operation and maintenance.

4. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
5. Do not isolate any refrigeration circuits from over pressurization protection.



LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL



KEY ELECTRICAL DETAILS:

- 1) **Three phase electrical service** – Terminals are on top of disconnect switch for one and two fan units. Terminals are on bottom of disconnect switch for three and four fan units. Three phase service not by Liebert. See note 5.
- 2) **Earth ground** – Field lug terminal for earth ground connection. Ground terminal strip for fan motor ground connection.
- 3) **Primary high voltage entrance** – Two 7/8" (22.2mm) diameter knockouts located at the bottom of the enclosure.
- 4) **SPD field connection terminals** – High voltage surge protective device (SPD) terminals. SPD is an optional device.



LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5) CANbus terminal connections – Field terminals for CANbus cable connection.

- 5A is the CANbus connectors.
 - o TB49-1 is the input terminal for CANbus high.
 - o TB49-3 is the input terminal for CANbus low.
 - o TB50-1 is output terminal for CANbus high.
 - o TB50-3 is the output terminal for CANbus low.
 - o Each CANbus cable shield is connected to terminal “SH”, item 9.

• 5B is the “END OF LINE” jumper.

• 5C is the CANbus “DEVICE ADDRESS DIP SWITCH”. CANbus cable not by Liebert. See Note 2. (below)

6) Remote unit shutdown – Replace existing jumper between terminals TB38-1 and TB38-2 with field supplied normally closed switch having a minimum 75VA 24VAC rating. Use field supplied Class 1 wiring. (This is an optional feature that may be owner specified.)

7) Alarm terminal connections –

- a. Common Alarm Relay indicates when any type of alarm occurs. TB74-1 is common, TB74-2 is normally open, and TB74-3 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.
- b. Shutdown Alarm Relay indicates when condenser loses power, or when a critical alarm has occurred that shuts down the condenser unit. TB74-4 is common, TB74-5 is normally open, and TB74-6 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.

8) Indoor unit interlock and SPD alarm terminals –

- a. On any call for compressor operation, normally open contact is closed across terminals 70 and 71 for Circuit 1, and normally open contact is closed across terminals 70 and 230 for Circuit 2 from indoor room unit.
- b. During SPD alarm, normally open contact is closed across terminals 12 & 13. SPD is an optional device.

9) CANbus shield terminal – Terminal for field shield connection of the CANbus field supplied cables. The shield of CANbus field supplied cables must not be connected to ground at the condenser.

10) Primary low voltage entrance – One 7/8” (22.2mm) diameter knockout that is free for customer low voltage wiring.

11) SPD entrance – One 7/8” (22.2mm) diameter knockout hole located at the bottom of the enclosure. High voltage surge protective device (SPD) is optional.

NOTES:

1. Refer to specification sheet for unit voltage rating, full load amp, and wire size amp ratings.
2. The CANbus wiring is field supplied and must be:
 - Braided shield or foil shield with drain wire
 - Shield must be wired to ground at indoor unit
 - 22-18AWG stranded tinned copper
 - Twisted pair (minimum 4 twists per foot)
 - Low Capacitance (15pF/FT or less)
 - Must be rated to meet local codes and conditions
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER
3. Do not run in same conduit, raceway, or chase as high voltage wiring.
4. For CANbus network lengths greater than 450FT (137M) call Factory.



LIEBERT MC CONDENSER

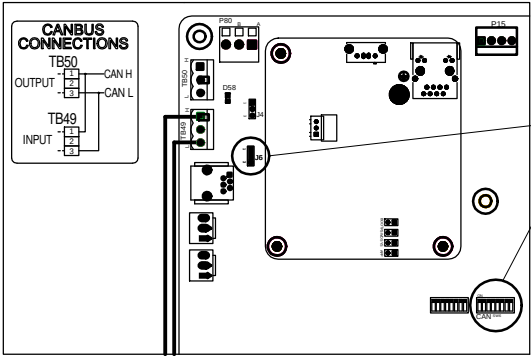
ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5. All wiring must be sized and selected for insulation case per NEC and other local codes.
6. Do not bend cables to less than four times the diameter of the cable.
7. Do not deform cables when securing in bundles or when hanging them.
8. Avoid running the cables by devices that may introduce noise, such as machines, fluorescent lights, and electronics.
9. Avoid stretching cables.
10. The electrically commutated (EC) motors included in the Liebert MC Condenser are suitable for connection to power supplies with a solidly grounded neutral or high resistance to ground or corner ground.
 - a. Acceptable power supplies for 208 to 575V nominal units:
 - 208V wye with solidly grounded neutral and 120V line to ground;
 - 380V wye with solidly grounded neutral and 220V line to ground;
 - 480V wye with solidly grounded neutral and 277V line to ground;
 - 575V wye with solidly grounded neutral and 332V line to ground (uses step-down transformer);
 - Wye with high resistance (or impedance) ground;
 - Delta with corner ground
 - b. Unacceptable power supplies for 208V to 575V nominal units:
 - Delta without ground or with floating ground;
 - Delta with grounded center tap.



LIEBERT PDX

CANbus & INTERLOCK CONNECTIONS BETWEEN PDX UNIT & LIEBERT MC CONDENSER (PREMIUM)

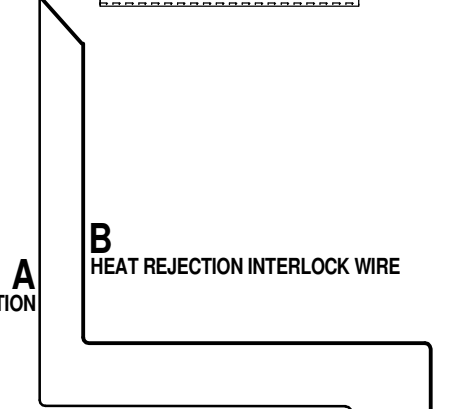
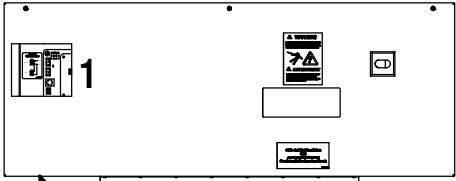


DETAIL1
CAN CABLE CONNECTION (A)

J6 TERMINATION JUMPER
MUST BE SET TO PINS 1 AND 2.

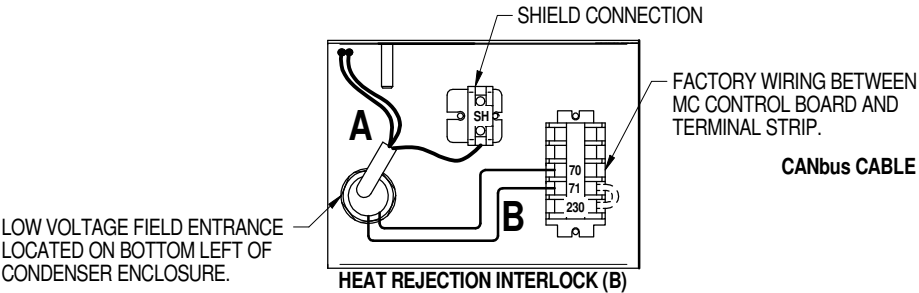
CANbus
ADDRESSING
SWITCH

CONDENSER



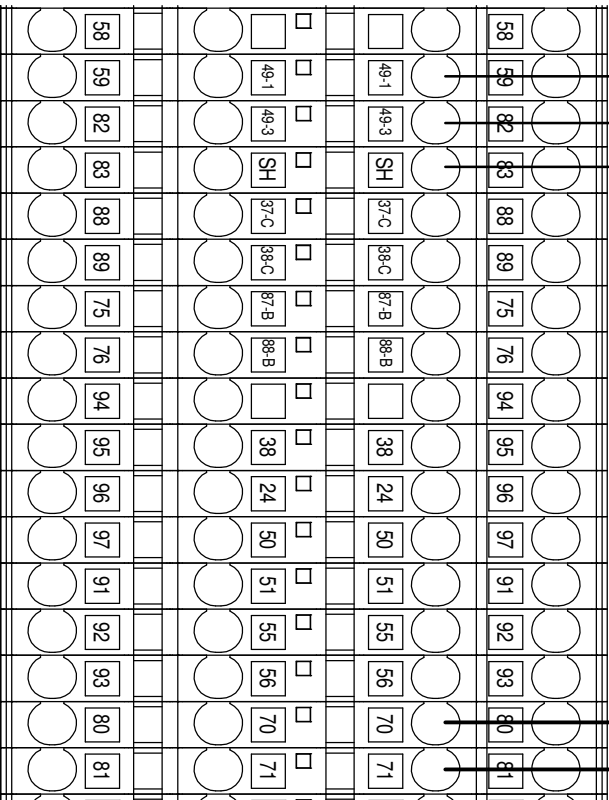
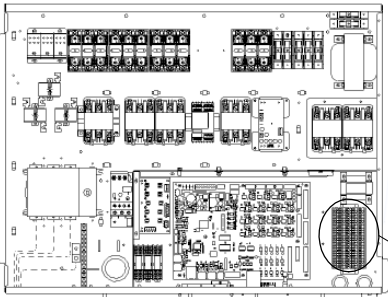
A

B
HEAT REJECTION INTERLOCK WIRE



CANbus CABLE CONNECTION

INDOOR UNIT



PARTIAL VIEW SHOWN FOR CLARITY



LIEBERT PDX

CANbus & INTERLOCK CONNECTIONS BETWEEN PDX UNIT & LIEBERT MC CONDENSER (PREMIUM)

COMPONENT NOTES:

1. COMPONENT APPEARANCE, ORIENTATION AND POSITIONINGMAY VARY TERMINAL NAMES AND CALLOUTS REMAIN CONSTANT.
2. ALL CIRCUITS TO THESE CONNECTION POINTS ARE CLASS 2.

CAN & CABLE NOTES (A):

1. CABLE MUSTHAVE THE FOLLOWING SPECIFICATIONS:
 - BRAIDED SHIELD OR FOIL SHIELD WITH DRAIN WIRE
 - SHIELD MUST BE WIRED TO GROUND AT INDOOR UNIT
 - 22-18AWG STRANDED TINNED COPPER
 - TWISTED PAIR (MINIMUM 4 TWISTS PER FOOT)
 - LOW CAPACITANCE (15pF/FT OR LESS)
 - MUST BE RATED TO MEET LOCAL CODES AND CONDITIONS.
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER.
2. DO NOT RUN IN SAME CONDUIT, RACEWAY, OR CHASE AS HIGH VOLTAGE WIRING.
3. FOR CANBUS NETWORK LENGTHS GREATER THAN 450FT(137M), CONTACT FACTORY.

INTERLOCK WIRE NOTES (B):

1. FIELD SUPPLIED WIRE
 - 2 CONDUCTOR 18AWG OR GREATER
 - RATED 600V
2. RUN FIELD SUPPLIED WIRES BETWEEN THE INDOOR UNIT AND THE CONDENSER.



To: David Sparkes
Company: Douglas County

9776 Legler
Lenexa, KS 66219
Phone: (913) 492-0770
Fax: (913) 492-6776

Project Quotation

Quote Number: SDJ-18-0032

Job Name: DOUGLAS CTY RADIO ROOM HVAC

We are pleased to provide our quotation for the following Liebert PDX/PCW System:

Quantity (1) Liebert PDX Air-Cooled System

- Configuration Number: PX018HA1A8HH2801P0USPA236
- Model Number: PX018HA1A8A236
- Nominal 17.7 kW, 60.4 kBtuh at approximately 75°F, 45% RH
- 460 Voltage, 3 Phase, 60 Hz

System Details:

- Downflow with front air discharge
- Liebert iCOM Control with 9 inch Color Touchscreen Display
- Variable speed EC plug fans
- Digital scroll, variable capacity compressor utilizing R-410A
- Crankcase Heater
- Thermal Expansion Valve
- Compressor Sound Jacket
- Evaporator Type: tilted- slab, copper tubes - aluminum fins with hydrophilic coating
- Two-Stage 12kW Electric Reheat.
- Infrared Humidifier
- 65,000 Amp, rms Short Circuit Current Rating
- Locking Disconnect Switch
- Filter Rating: MERV 8 per ASHRAE 52.2-2007
- The Liebert IntelliSlot Unity Card (IS-UNITY-DP) provides ground fault isolated RS-485 Modbus, BACnet IP & Modbus IP network connectivity to Building Management Systems for unit monitoring and management. Also, provides ground fault isolated 10/100 baseT Ethernet connectivity for unit monitoring and management. The supported management interfaces include: SNMP for Network Management Systems, HTTP for web page viewing, SMTP for email, and SMS for mobile messaging. This card can support dual IP and 485 protocols simultaneous. IS-UNITY-DP card is factory-installed in an IntelliSlot.
- Unit Color: RAL 7021 Black Gray Matte
- Supply Air Sensor
- Smoke Sensor
- Temperature/Humidity Sensors internal for return air sensing
- One Remote Shut Down Contact
- Three Alarm Contacts

Quantity (1) Liebert MC Air-Cooled Microchannel Condenser(s)

- Configuration Number: MCM040E1AD0A0VU000000K103
- Model Number: MCM040E1ADK103
- Outdoor Design Ambient : 105°F
- Voltage: 460V/3ph/60Hz

The Liebert MC is an air-cooled condenser featuring an all aluminum microchannel coil and a variable speed EC motor on every fan. Constructed with an aluminum cabinet, the Liebert MC is a low-profile, direct-drive propeller fan-type air-cooled unit suitable for mounting outdoors. It provides for the heat rejection of one refrigeration circuit, matching heat rejection capacity varying with the outdoor ambient temperatures and compressor heat rejection requirements. The unit is quiet and corrosion resistant. All electrical connections and controls are enclosed in a factory mounted NEMA 3R electrical panel.

Liebert MC Condenser Details:

- Microchannel aluminum coil
- Variable Speed EC Fans
- Premium electronic control board providing communication with iCOM using CANbus
- Short Circuit Current Rating of 65,000 Amps, rms
- R-410A factory set points and single refrigerant circuit
- Aluminum exterior panels and 18" aluminum legs
- Domestic packaging

Services Include:

- Warranty Inspection Included (Includes Liebert Heat Rejection)
- Factory Standard 1-Year Parts Only Warranty

Field Supplied Items NOT included in above BOM:

- A special "low-capacitance" CANbus is required to run between the indoor and outdoor unit. Recommended CANbus P/N is Alpha Wire 6454. This Alpha Cable can be purchased from the ITS Parts Department at specified lengths for \$1.00/ft plus tax.

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- **INFORMATION TO BUYER:** This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertivco.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
- Please address Purchase Orders to:
Liebert Corporation c/o Innovative Technology Solutions, LLC - Kansas City
1050 Dearborn Drive
Columbus, OH 43085

Total Price Including Freight but NOT TAX**USD \$19,968.00**

STEWART JENSEN
Account Representative

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software by Seller or its affiliate Avocent Corporation, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election..

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or

damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller

service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2016

LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS

Warrantor: Liebert Corporation (referred to herein as "Liebert") offers the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Thermal Management Products

Terms of Limited Warranty:

As provided herein, Liebert warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Liebert's final invoices, and to applicable Liebert Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period: a period of one (1) year from a valid, documented Product warranty inspection performed by Liebert personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If Product warranty inspection is not performed, the Warranty Period is thirteen (13) months from the date of purchase by the original end-user.

If any part or portion of the Liebert Product fails to conform to the Warranty within the Warranty Period, Liebert, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Liebert does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered:

This Warranty extends to the **original end-user** (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Liebert Product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact their local Liebert representative and provide all material information relating to such alleged defect. User may contact Liebert at (800) 543-2378 for local Liebert representative information.

Liebert, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Liebert or its representative's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and parts thereof replaced under this Warranty become the property of Liebert.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Liebert Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Drive packages and heat exchangers in certain Thermal Management Products are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Liebert and/or its authorized representatives. No salesperson, employee or agent of Liebert is authorized to add to or vary the terms of this Warranty. Liebert retains the right to cancel the Warranty, subject to reinstatement at Liebert's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Liebert officer.

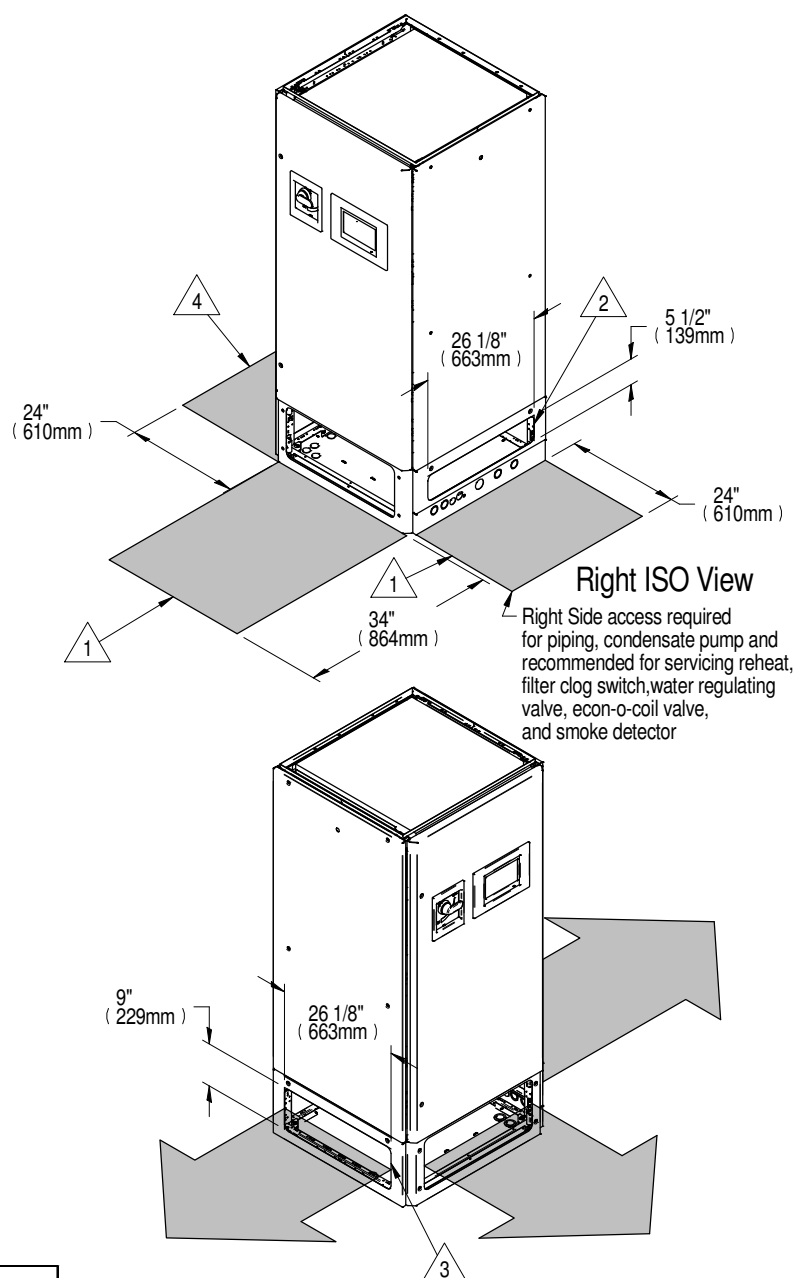
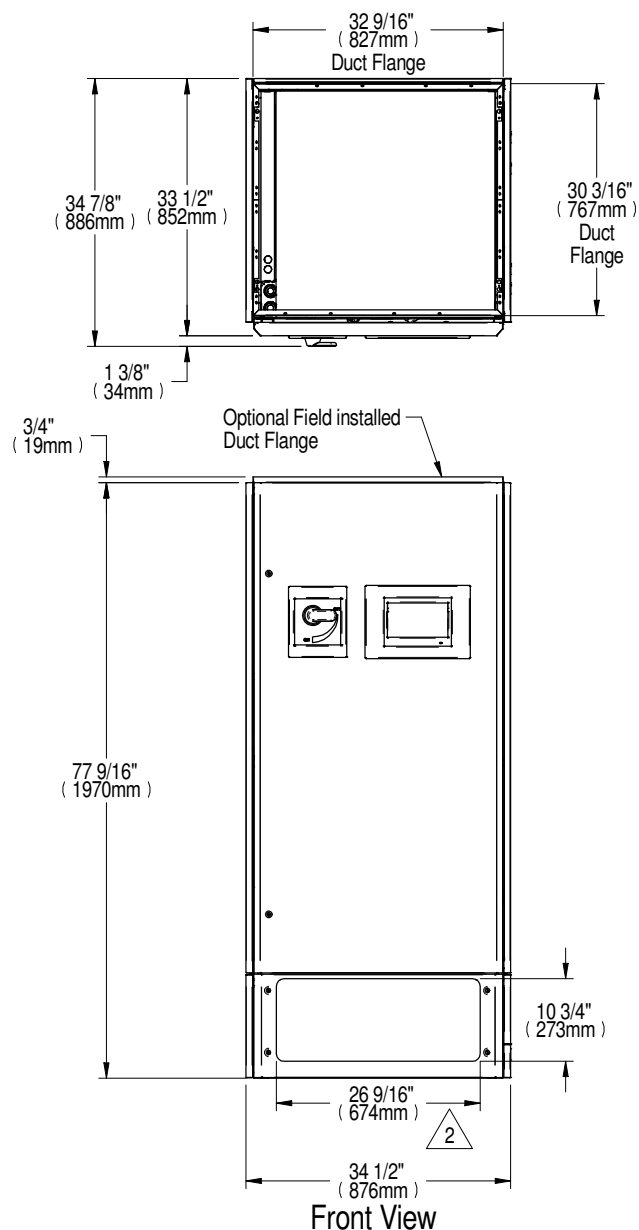
Other Limitations:

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.



LIEBERT PDX/PCW

CABINET DIMENSIONAL DATA DOWNFLOW FLOOR LEVEL DISCHARGE MODELS



Notes:

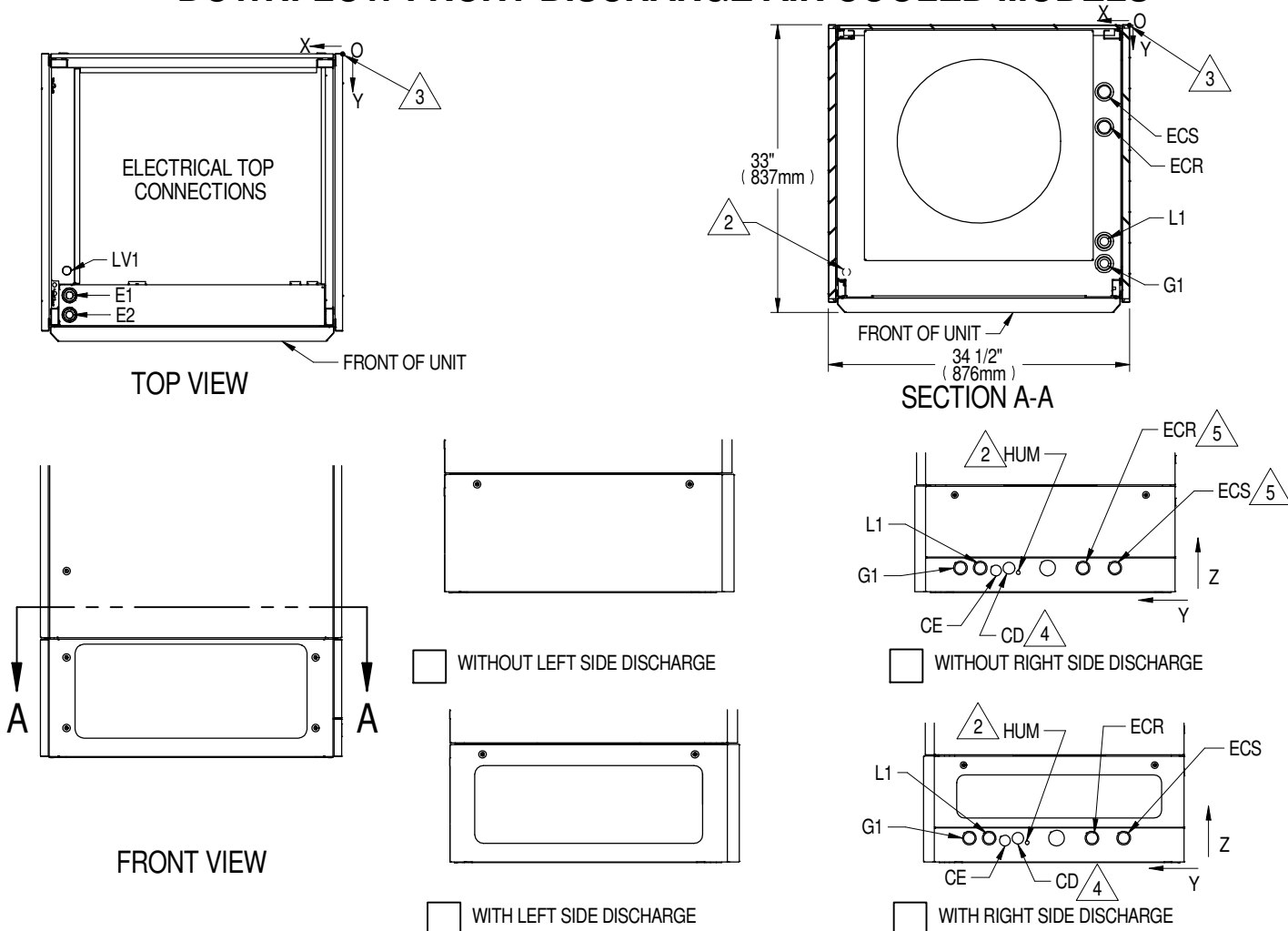
1. Shaded area indicates a recommended minimum clearance be provided for component access and air discharge.
2. Optional opening for units with right side discharge or right and left side discharge.
3. Optional opening for units with left side discharge or right and left side discharge.
4. Shaded area indicates recommended clearance for air discharge.

DRY WEIGHT lb (kg) APPROXIMATE			
Liebert PDX Model No.	PX011	PX018-023	PX029
Air Cooled	600 (272)	670 (304)	700 (317)
Air Cooled w/dual cool	700 (317)	750 (340)	790 (358)
Water/Glycol	620 (281)	690 (313)	720 (327)
GLYCOOL™ or Water/Glycol w/dual cool	720 (326)	770 (349)	810 (367)
Liebert PCW Model No.	PW011	PW017	PW029
Chilled Water	575 (260)	600 (272)	650 (294)



LIEBERT PDX

PRIMARY CONNECTION LOCATIONS DOWNFLOW FRONT DISCHARGE AIR COOLED MODELS



POINT	DESCRIPTION	X in. (mm)	Y in. (mm)	Z in. (mm)	CONNECTION SIZE / OPENING				
					PX011	PX018, PX023	PX029		
L1	LIQUID LINE SYSTEM	2-7/8 (73)	24-3/4 (629)	3 (76)	3/8"	1/2"	5/8"		
G1	HOT GAS DISCHARGE		27-3/8 (695)		1/2"	5/8"	7/8"		
CD 	CONDENSATE DRAIN	N/A	21-1/8 (537)		3/4" NPT FEMALE				
CE	CONDENSATE ELECTRICAL		22-3/4 (578)	2-3/4 (70)	1-3/8"				
HUM 	HUMIDIFIER SUPPLY LINE		20 (508)	2-1/2 (64)	1/4"				
ECS 	ECON-O-COIL SUPPLY	2-7/8 (73)	7-5/8 (194)	3 (76)	7/8"	1-1/8"			
ECR 	ECON-O-COIL RETURN		11-3/4 (298)						
E1	ELECTRICAL CONN. (HIGH VOLT) TOP	31-1/4 (793)	27-5/8 (701)	N/A	7/8", 1-3/8", 1-3/4"				
E2	ELECTRICAL CONN. (HIGH VOLT) TOP		29-7/8 (758)						
LV1	ELECTRICAL CONN. (LOW VOLT) TOP	31-5/8 (803)	24-7/8 (632)		1"				

Notes:

1. Pipes at various heights to allow for tube cutter to be used. Will require stub tubes and elbows for connection at all tube locations.

² Humidifier supply line will need to be routed through this opening to the connection at the left hand side of the unit.

³ Drawing not to scale. All dimensions from rear corner of unit including panels, and have a tolerance of $\pm 1/2"$ (13mm).

⁴ Field pitch Condensate Drain line a minimum of 1/8" (3.2 mm) per foot (305 mm). All units contain a factory installed condensate trap. Do not trap external to the unit. Drain line may contain boiling water. Select appropriate drain system materials. The drain line must comply with all local codes.

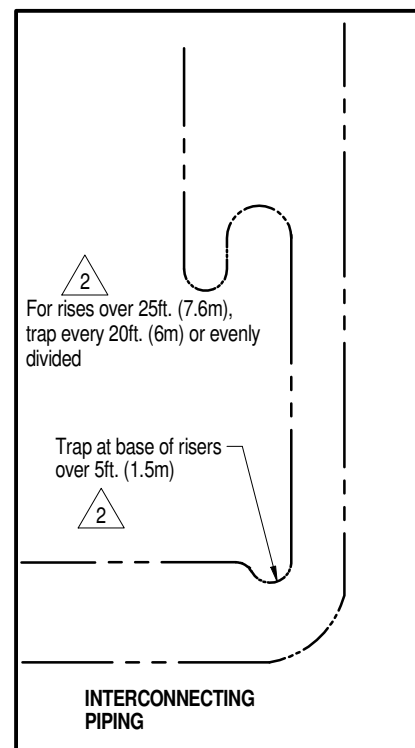
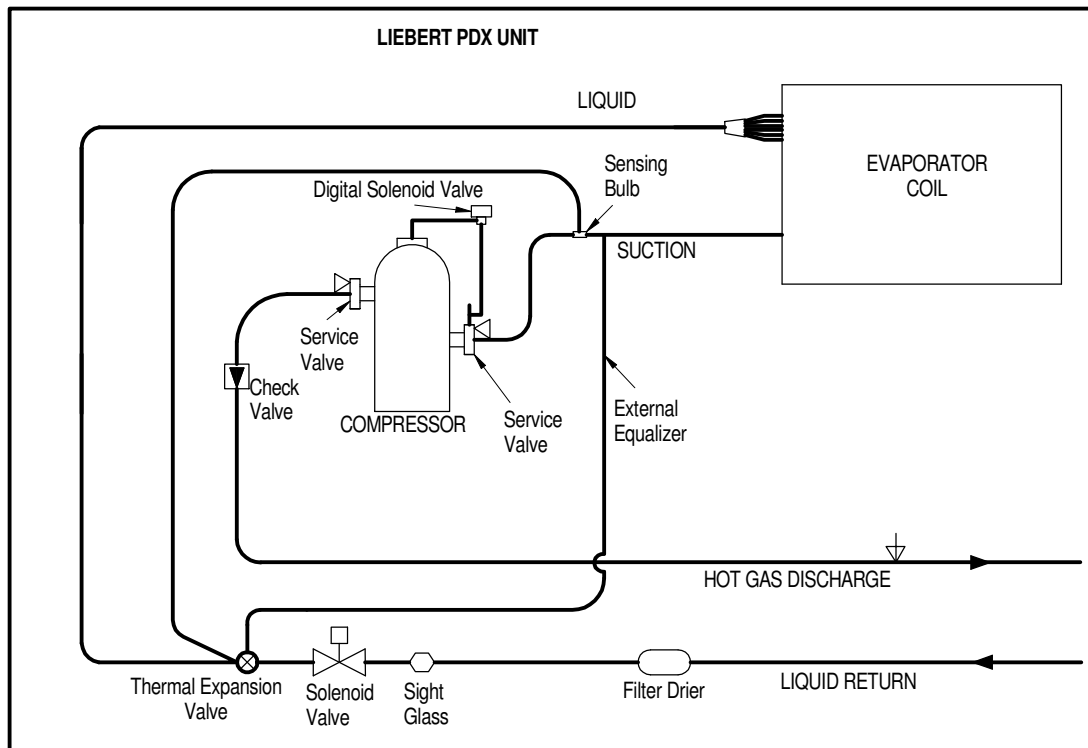
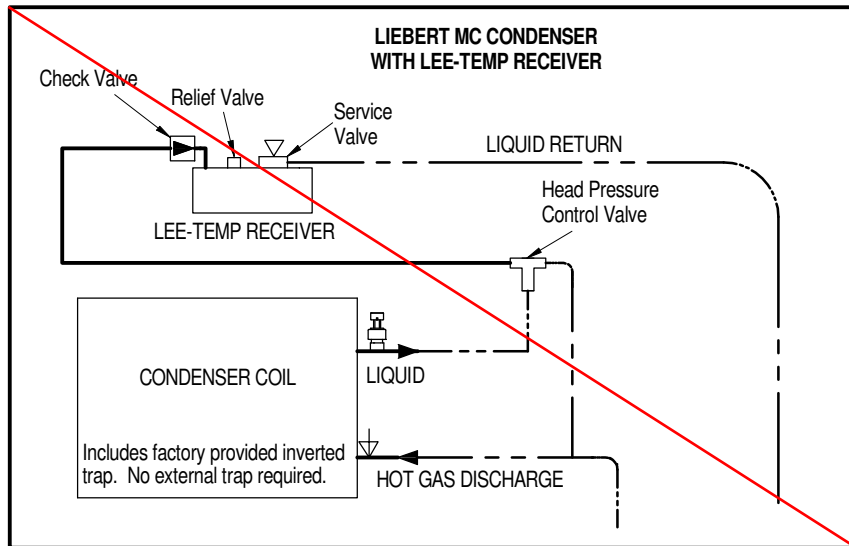
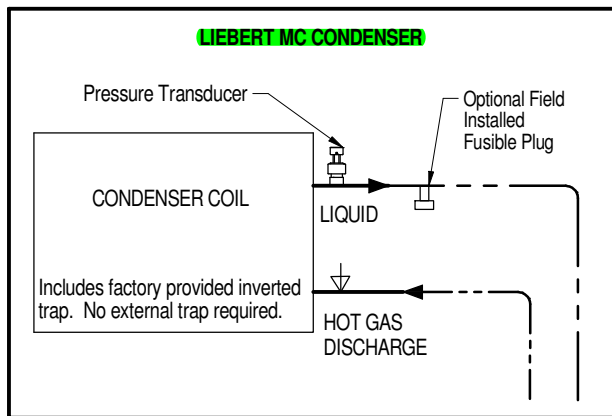
⁵ Supplied on Dual Cooling Systems only (4 pipe system).

6. All refrigerant & water piping connections are O.D. Copper except as noted.



LIEBERT PDX

PIPING SCHEMATIC AIR COOLED MODELS WITH TXV



— FACTORY REFRIGERANT PIPING
- - - FIELD PIPING

▽ SERVICE / SCHRADER (ACCESS) CONNECTION NO VALVE CORE
▽ SERVICE / SCHRADER (ACCESS) CONNECTION WITH VALVE CORE

Notes:

1. Schematic representation shown. Do not use for specific connection locations.
2. Components are not supplied by Liebert but are required for proper circuit operation and maintenance.
3. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
4. Do not isolate any refrigerant circuits from over pressurization protection.



LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS

1. **High Voltage Entrance.** Supplied on top and bottom of electric box. Knockout size Ø1.75in (44.5mm).
2. **Low Voltage Entrance.** Ø1.375 in. (34.9mm) hole located on bottom of Electric Box.
3. **Three phase Electric Service and earth ground.** Field supplied.
4. **Three phase connection.** Electric service connection terminals on disconnect.
5. **Factory installed disconnect switch.** Fused disconnect switch provided on units.
6. **Earth ground connection.** Connection terminals for field supplied earth grounding wire.
7. **Earth ground bar.** Connection terminals with factory ground from each high voltage component for field supplied earth grounding wire.
8. **Control and monitoring section** of electric box.
9. **Remote unit shutdown.** Replace existing jumper between terminals 37 & 38 with normally closed switch having a minimum 75VA, 24VAC rating. Use field supplied Class 1 wiring. Two additional contact pairs available as an option (labeled as 37B & 38B, 37C & 38C). Replace existing jumper for appropriate pair as done for 37 & 38.
10. **Remote Alarm Device (RAD) Connections.** Alarm connections may be factory wired or field wired. See schematic, RAD1-4, for factory wired alarms. For field wired alarms, use Class 1 wiring to connect normally open contacts between terminals 24 & 50, 24 & 51, 24 & 55, or 24 & 56. Suitable for 24VAC.
11. **Smoke detector alarm connections.** Field supplied Class 1 wiring to 1 Amp, 24VAC maximum remote alarm circuits. Factory wired contacts from optional smoke detector are #91-Common, #92-NO, and #93-NC. Optional smoke detector trouble (SDT) connections #80 & # 81.
12. **Common alarm connection.** Field supplied Class 1 wiring to common alarm terminals 75 & 76 (and optional 94 & 95, and 96 & 97), which are factory connected to normally open contacts, 1 Amp, 24VAC maximum on common alarm relay (R3).
13. **Heat rejection connection.** Field supplied Class 1 wiring to heat rejection interlock terminals 70 & 71 which are factory connected to normally open compressor side switch (self contained units only) or to GLYCOOL relay K11 (GLYCOOL units only). On Dual Cool units only, connect auxilliary cooling source terminals 72 & 73 to relay K11. See indoor and outdoor electric schematic for more information.
14. **Reheat and Humidifier Lockout.** Optional emergency power lockout of reheat and/or humidifier: Connections #82 & #83 are provided for remote 24VAC source and Class 1 wiring by others.
15. **Main Fan Auxiliary Switch.** Optional main fan auxiliary side switch. Terminals located on customer connection terminal block for remote indication that the evaporator fan motor/unit is on. Field to connect 24V maximum, Class 1 wiring to connections #84 & #85.
16. **Optional Condensate Alarm (Dual Float Condensate Pump only).** Relay terminals located on customer connection terminal block for remote indication. Field supplied Class 1 wiring to connections #88 & #89.
17. **Optional Remote Liquitect Indicator.** Optional remote liquitect indicator for unit shutdown. Terminals located on customer connection terminal block. Field to connect 24V maximum, Class 1 wiring to connections #58 & #59.
18. **Optional Analog Inputs #3 & #4.** Customer connection to terminals 41, 42, 43, 44 for analog inputs.
19. **Spare Terminals for Optional Devices.** Customer connection when optional device is supplied. See unit schematic.



LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS

20) **CANbus Connector** Terminal block with terminals 49-1 (CAN-H) and 49-3 (CAN-L) + SH (shield connection). The terminals are used to connect the CANbus communication cable (provided by others) from the indoor unit to the Liebert MC Condenser.

21) **CANbus Cable** – CANbus cable provided by others to connect to the outdoor condenser and optional PRE unit. No special considerations are required when the total external cable connection between the indoor unit and outdoor unit(s) is less than 450FT (137M). For total external cable connections greater than 450FT (137M). For external cable connections greater than 450FT (137M), but less than 800FT (243M) a CANbus isolator is required (Contact Factory).

Cable must have the following specifications:

- Braided shield or foil shield with drain wire
- Shield must be wired to ground at indoor unit
- 22-18AWG stranded tinned copper
- Twisted pair (minimum 4 twists per foot)
- Low Capacitance (15pF/FT or less)
- Must be rated to meet local codes and conditions



- EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER

22) Do not run in same conduit, raceway, or chase as high voltage wiring.

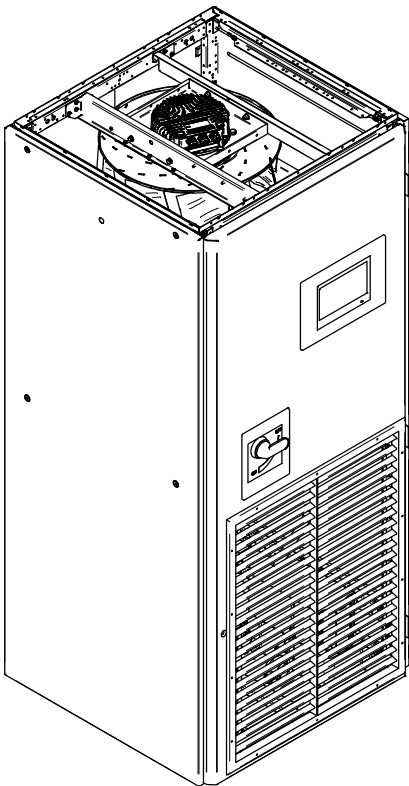
23) For CANbus network lengths greater than 450FT (137M) call Factory.

NOTE: Refer to specification sheet for total unit full load amps, wire size amps, and max overcurrent protective device size.

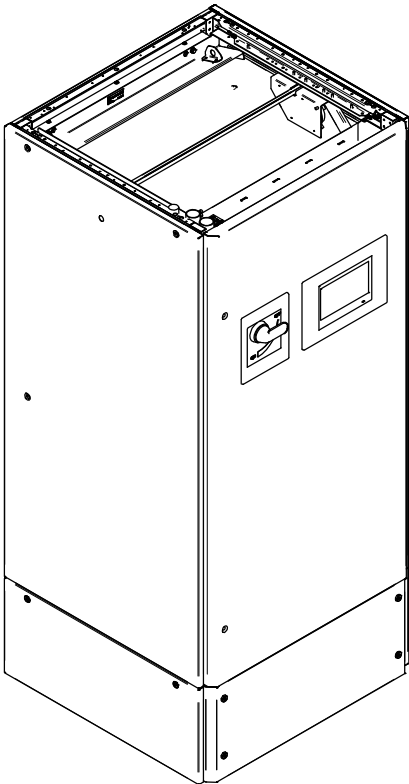


LIEBERT PDX & PCW

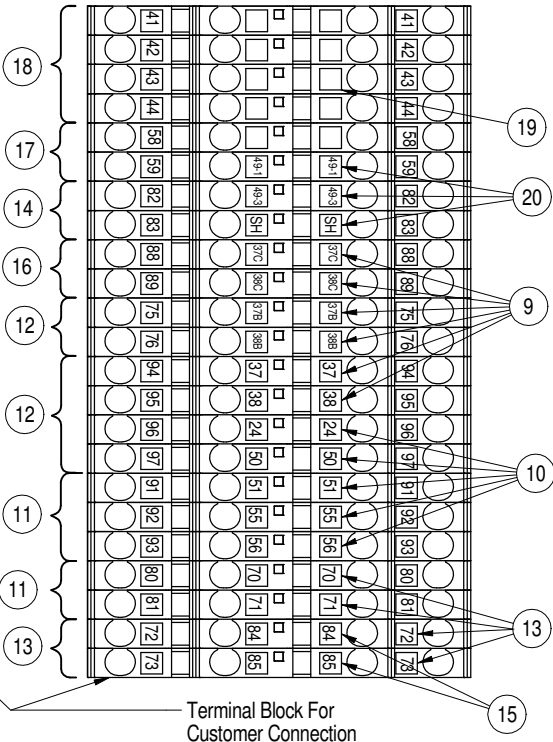
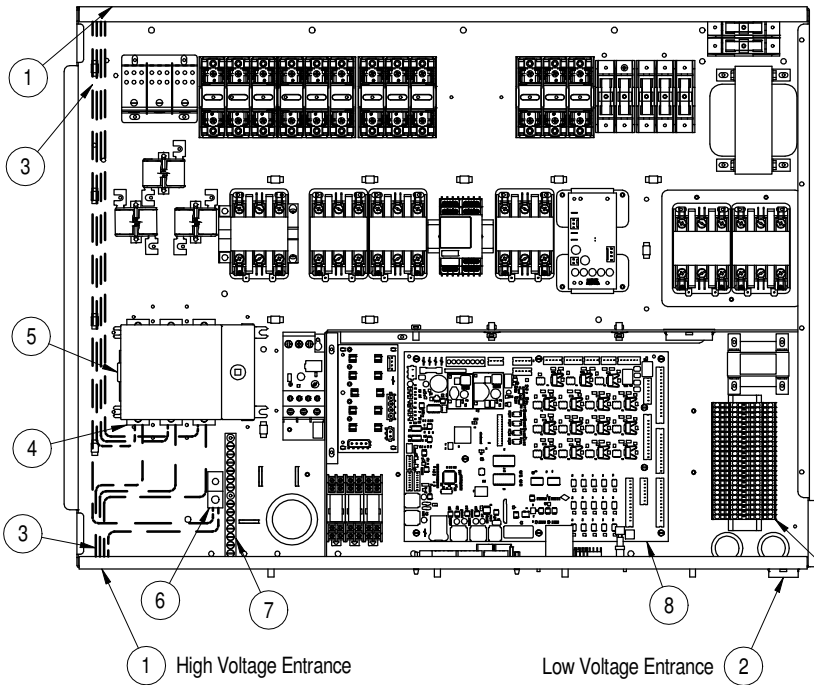
ELECTRICAL FIELD CONNECTIONS UPFLOW & DOWNFLOW MODELS



UPFLOW UNIT



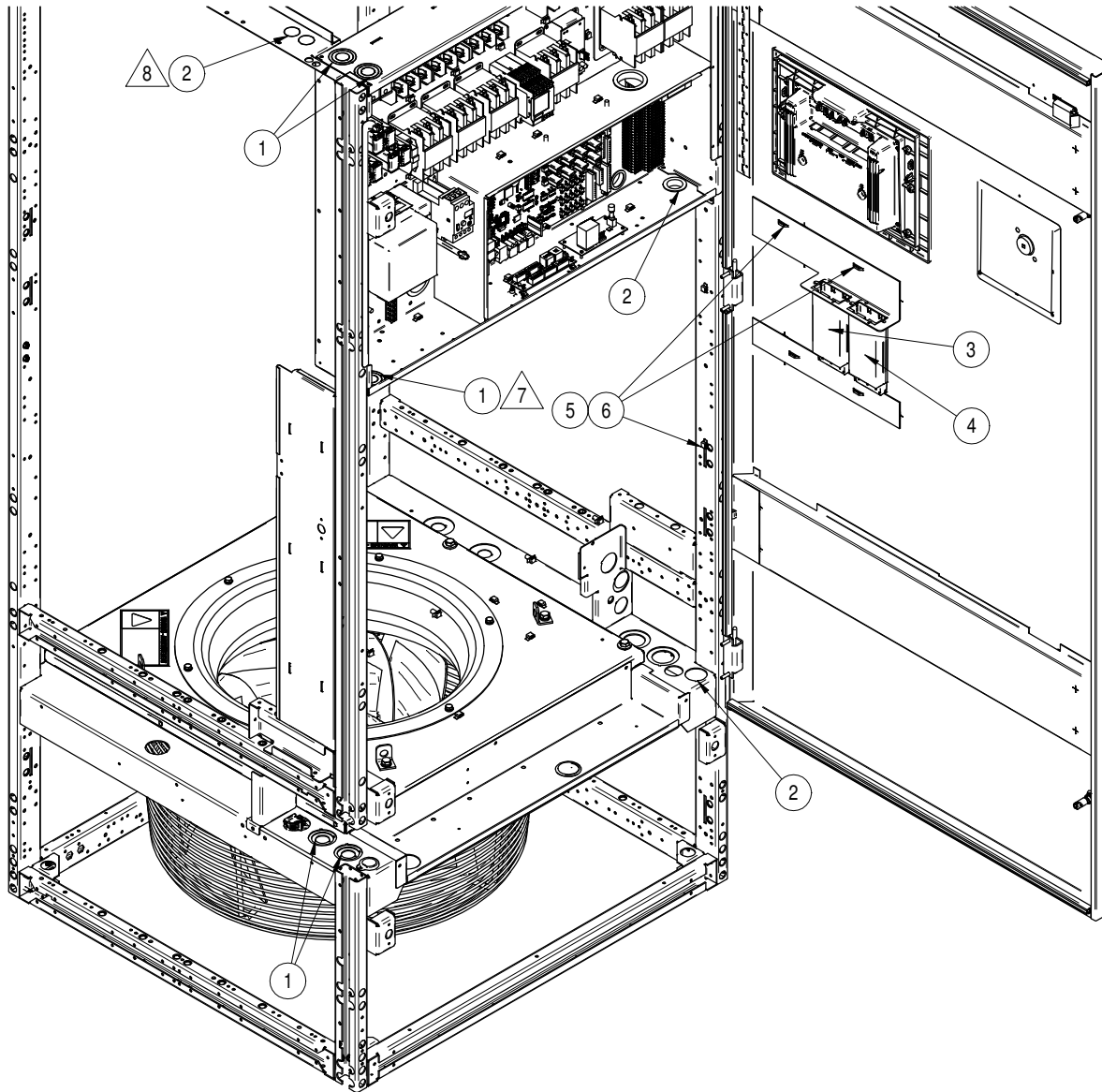
DOWNFLOW UNIT





LIEBERT PDX & PCW

ELECTRICAL FIELD CONNECTIONS DOWNFLOW MODELS



1. Opening for field wiring. Suggested entry point for HV field wiring to unit.
2. Opening for field wiring. Suggested entry point for LV field wiring to unit.
3. Vacant IntelliSlot. May contain optional IntelliSlot cards.
4. Populated IntelliSlot. Optional IntelliSlot cards may be placed in either of two supplied IntelliSlot locations.
5. Wire tie anchors. Use to secure field supplied network cables to IntelliSlot.
6. Wire tie anchors. Use to secure customer Ethernet wiring to control board and display.
7. Requires bushing if conduit is terminated below.
8. Wire needs to be routed behind electric box to Low Voltage entrance on bottom of Electric Box.



LIEBERT iCOM®

PRODUCT INFORMATION UNIT MOUNTED DISPLAY



The Liebert iCOM® display is a microprocessor 9 inch color touch screen in an ergonomic, aesthetically pleasing housing. The display and housing will be viewable while the unit accent panels are open or closed. The display can be easily detached to view while the panel is open.

Menu Layout- The menus will be broken out into two main menu screens: User screen and Service screen. The User screen contains the menus to access parameters required for basic unit control and setup. The Service screen is designed for service personal and provides access to advanced control setup features and diagnostic information.

Password Protection- The display will contain two unique passwords to protect against unauthorized changes. An auto hide/show feature allows the user to see applicable information based on the login used.

Unit Backup and Restore- The user shall have the ability to create safety copies of important control parameters. The display has the ability for the user to automatically backup unit configuration settings to internal memory or USB storage drive. Configuration settings may be transferred to another unit for a more streamlined unit startup.

Parameter Download- The display has the ability for the user to download a report that lists parameter names, factory default settings and user programmed settings in .csv format for remote reference.

Parameter Search- The display has search fields for efficient navigation and parameter lookup.

Setup Wizards- The display will contain step by step tutorials or wizards to provide easy setup of the control.



LIEBERT iCOM®

PRODUCT INFORMATION

UNIT MOUNTED DISPLAY

Context Sensitive Help- The display will have an onboard help database. The database will provide context sensitive help to assist with setup and navigation of the menus.

Display Setup- The user has the ability to configure the display information based on the specific user's preference. Language, units of measure, screen contrast, home screen layout, back light timer and the hide/show of certain readouts will be configurable through the display.

Additional Readouts- The display has the ability for the user to configure custom widgets on the main screen. Widget options will include items such as fan speed, call for cooling, call for free cooling, maintenance status, call for hot water reheat, call for electric reheat, call for dehumidification, call for humidification, airflow, static pressure, fluid flow rate and cooling capacity.

Status LEDs- The display will provide the user with the unit's operating status using an integrated LED. The LED will indicate if the unit has an active alarm; if the unit has an active alarm that has been acknowledged; or if the unit is on, off, or in a standby status.

Unit Alarms – All unit alarms are annunciated through both audio and visual cues, clearly displayed on the screen, automatically recorded in the event log, and communicated to optional IntelliSlot monitoring cards.

Event Log – The display will automatically store the last 400 unit-only events (messages, warnings, and alarms).

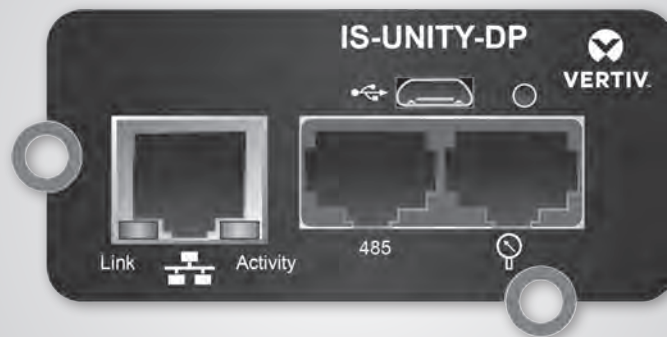
Service Contact Information – The display has the ability to store the local service or sales contact information.

Upgradeable –Display upgrades are performed through a USB connection.

Unit-to-Unit (U2U) Communication – Communication via private Ethernet network allows for advanced control functionality (Teamwork modes, sharing sensor data, Standby Rotation, Lead-Lag, and Cascade operation).

LIEBERT® INTELLISLOT™ UNITY PLATFORM CARDS

Product Specification/Installation Guide



The Liebert IntelliSlot Unity Platform brings SNMP, BACnet IP, BACnet MSTP, Modbus TCP, Modbus RTU, YDN23 and Web management capability to many models of Vertiv's power and cooling equipment. The cards employ Ethernet and RS-485 networks to monitor and manage a wide range of operating parameters, alarms and notifications. The card also supports communication for LIFE™ Services by VERTIV.

ADDITIONAL FEATURES

- SNMPv1, SNMPv2c and SNMPv3 with MIB-II support
- HTTP/HTTPS 1.1
- BootP
- DHCP per RFC2131/2132
- Remote firmware updates via a Web browser
- IPv6 support for HTTP/HTTPS, DHCPv6, e-mail, SMS, SNMP v1/v2c/v3 and Modbus TCP

- Liebert SN Environmental Sensor Support (Web, SNMP, SMS and SMTP): Temperature, Humidity, Door Closure, Contact Closure and Leak Detection: Liebert SN-2D, Liebert SN-3C, Liebert SN-L, Liebert SN-T, Liebert SN-TH, Liebert SN-Z01, Liebert SN-Z02 and Liebert SN-Z03

IntelliSlot Unity cards are a form, fit, and function replacement for several Liebert IntelliSlot Web and 485 cards.

COMPATABILITY with Liebert Equipment

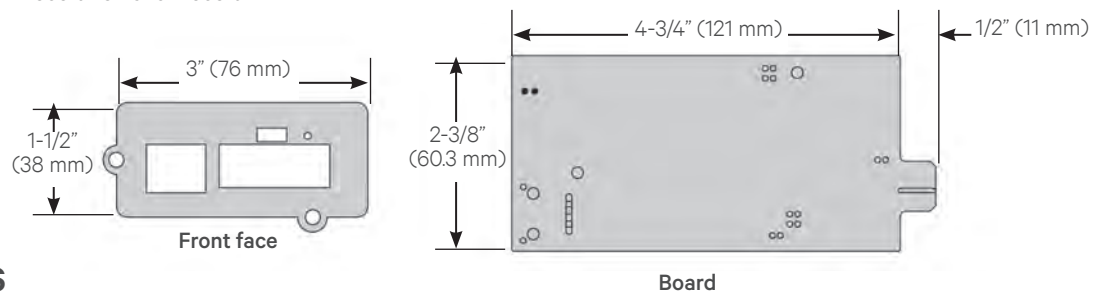
IntelliSlot Card	Compatible with			
IS-UNITY-DP	Alber BDSU-50™	Liebert Deluxe System/3™	Liebert GXT3™	Liebert PeX™ *
IS-UNITY-SNMP	Liebert APM™	Liebert DS™	Liebert GXT4™	Liebert PPC™
IS-UNITY-LIFE	Liebert APS™	Liebert DSE™	Liebert HPC™	Liebert RDC™
	Liebert Challenger 3000™	Liebert EPM™	Liebert HPC-S/M/R/W/Generic™	Liebert RX™
	Liebert CRV™	Liebert EXC™	Liebert HPM™	Liebert XDC™
	Liebert CW™	Liebert eXL™	Liebert NX™ 225-600 kVA	Liebert XDP™
	Liebert DCL™	Liebert EXL™ S1	Liebert NXC™	Liebert XDP-Cray™
	Liebert DCP™	Liebert eXM™	Liebert NXL™ *	
		Liebert FDC™	Liebert NXR™	
		Liebert FPC™	Liebert PCW™/PDX™	

* YDN23 supported only for Liebert PeX and Liebert NXL.

COMPATABILITY with Communication Protocols

Liebert IntelliSlot Card	Life Services Support	Communication Protocol							
		HTTP HTTPS	Velocity Protocol	Email	SMS	SNMP v1, v2c, v3	BACnet IP BACnet MSTP	Modbus TCP Modbus RTU	YDN23*
IS-UNITY-DP	✓	✓	✓	✓	✓	✓	✓	✓	✓
IS-UNITY-SNMP	✓	✓	✓	✓	✓	✓	—	—	—
IS-UNITY-LIFE	✓	✓	✓	✓	✓	—	—	—	—

* YDN23 supported only for Liebert PeX and Liebert NXL.

DIMENSIONS**SPECIFICATIONS**

Power Requirements	DC Inputs	7 to 12 VDC
	Power Consumptions:	3.6 W maximum
Dimensions, W x D x H	2.97 x 5.2 x 1.45 in. (75.5 x 15 x 37 mm)	
Weight (assembled)	Net:	7 oz (0.2 kg)
	Shipping:	1.3 lb (0.6 kg)
Ambient Operating Environment	32 to 104°F (0 to 40°C); 10% to 90% RH (non-condensing)	
Ambient Storage Temperature	-4 to 140°F (-20 to 60°C)	
Communication Ports	Ethernet Communication	RJ-45 (LIFE™ Services requires a network connection to the Internet)
	RJ-45 (RJ-45 to 2-position terminal-block adapter)	

WIRING

10/100 Mb/s Ethernet connector	Standard Category 5E Cable	328 ft. (100m)
RJ-45 - One-Wire Connector	Liebert® Integrated One-Wire Sensor Cable or 2m Cat 5E to Modular 1-Wire	65.6 ft. (20m)

VertivCo.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH, 43085, USA

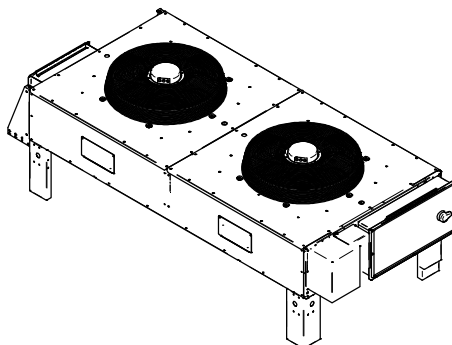
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LIEBERT MC CONDENSER

PREMIUM EFFICIENCY CONTROL STANDARD & OPTIONAL FEATURES



STANDARD FEATURES

COIL Liebert microchannel coils are all-aluminum construction. Tubes are created by extruding small parallel refrigerant flow paths into aluminum. Full-depth louvered aluminum fins fill spaces between the tubes. Tubes, fins and aluminum headers are oven-brazed to form a complete refrigerant-to-air heat exchange coil. Baffles are used in the headers to separate one coil slab into multiple passes as needed. Coils are factory leak tested at a minimum of 300 PSIG and dehydrated. Copper stub pipes are electric resistance welded to aluminum coils and joints are protected with polyolefin to seal joint from environmental corrosive elements. Hot gas and liquid lines are brazed to the stub pipes with spun closed ends for customer piping connections. Coil pipe assemblies are filled and sealed with a nitrogen holding charge for shipment. One coil is used per fan assembly.

FAN/MOTOR ASSEMBLY The fan/motor assembly is complete with external rotor motor, fan blades and fan/finger guard. Fan blades are constructed of stamped aluminum or steel extrusion coated with PP plastic. Fan guards are heavy gauge, close meshed, steel wire, coated with a black corrosion resistant finish. Fan terminal blocks located on the top of the fan guard with IP54 protection class. Fans are factory balanced and tested before shipment.

FAN MOTORS Fan motors are specifically designed for variable speed and have ball bearings. The EC fans provide internal overload protection through the built-in electronics. Each EC fan motor has built-in controller and communication module, linked via RS485 communication wire to each fan and the Premium Control Board. This allows each fan to receive and respond to precise fan speed inputs from the Premium control board.

PREMIUM EFFICIENCY FAN CONTROL The Liebert premium efficiency condenser control system is complete with control board, EC fan motor(s), refrigerant-pressure transducer(s), refrigerant-temperature thermistor(s), ambient-temperature thermistor, and motor overload protection in the factory wired control panel. The control board maintains EC fans on the same circuit to the same speed in order to maintain refrigerant head pressure. The control board receives a run signal from the compressor of the indoor unit via field-supplied low voltage interlock wires and field-supplied CANbus communication wires from the indoor unit iCOM. The control system provides refrigerant head pressure and system starting for outdoor ambient temperature as low as -30°F (-35 °C), provided the total temperature design range (from minimum to maximum) is 125°F (70°C) or less.

HOUSING The condenser housing is constructed of bright aluminum sheet and divided into individual fan sections by full width baffles. Internal structural support members, including coil support frame, are galvanized steel for strength and corrosion resistance. Panel doors are provided on two sides of each coil/fan section to provide for coil cleaning. Aluminum legs are provided with rigging holes for hoisting the unit into position.

COMMUNICATION The Premium Efficiency Control communicates with the iCOM control of the indoor Liebert unit using field supplied CANbus wires. The communication link allows for condenser alarm condition communication to iCOM, communication of other measurable items on the condenser, and fan control features to improve efficiency, sound and wintertime operation based on iCOM programming.

UNIT DISCONNECT SWITCH Locking unit disconnect switch is factory installed and wired in attached condenser control section.

OPTIONAL FEATURES

LIEBERT LEE-TEMP LOW AMBIENT CONTROL Lee-Temp receiver kits can be added to achieve head pressure control down to minimum ambient temperatures of -30 °F (-34 °C). The premium efficiency fan control when used with the Liebert Lee-Temp receiver kits runs the fan(s) at lower speeds during cold temperatures saving fan energy.

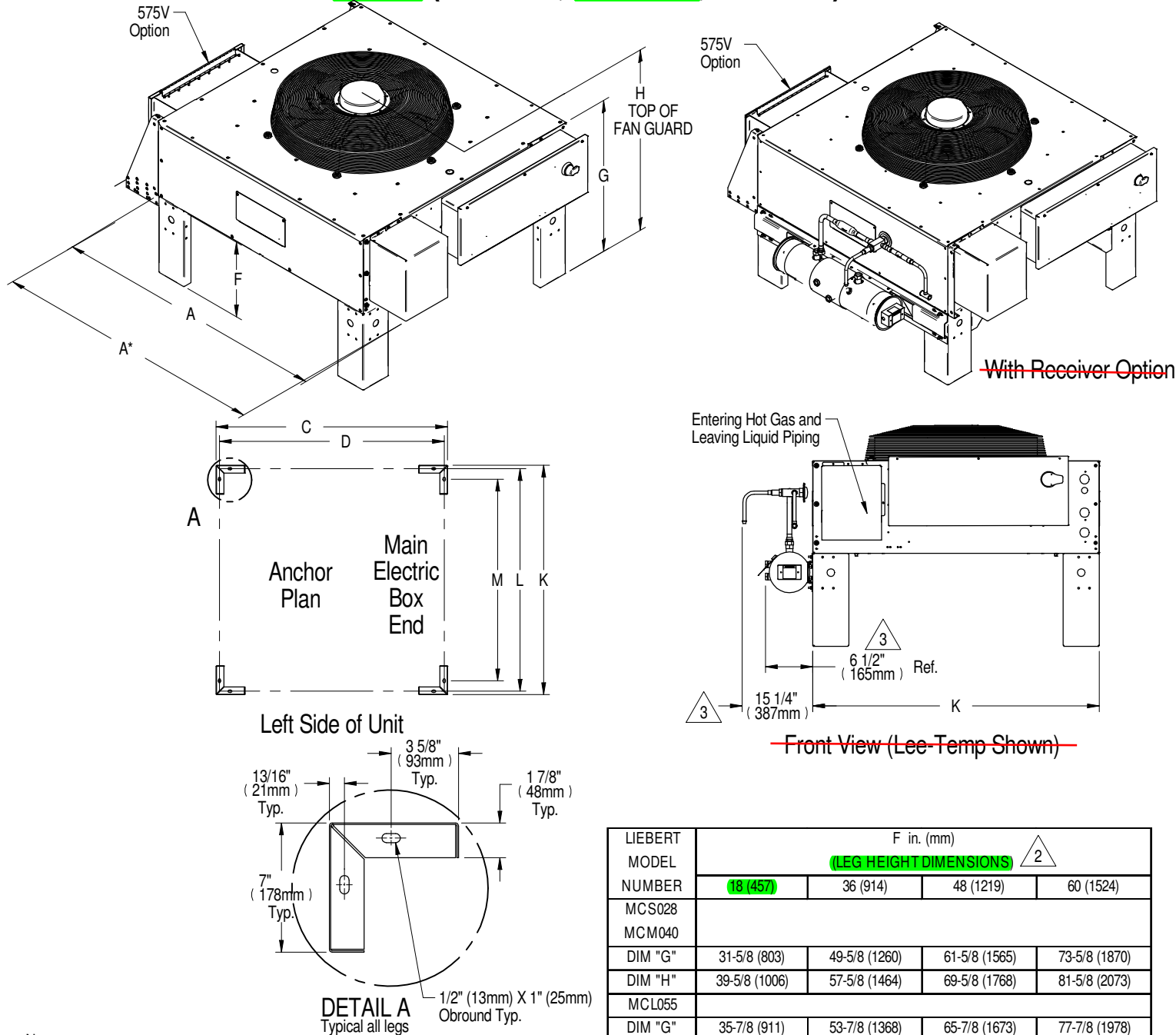
575V POWER SUPPLY The factory installed condenser option will include a secondary enclosure, a 575V-to-480V, 3 phase, step down transformer, secondary fuses for the transformer, and all wiring between the main and secondary electrical enclosures. Site power connections will be made in the main electrical enclosure and the secondary enclosure will be located on the condenser end opposite of the main electrical enclosure.



LIEBERT MC CONDENSER

CABINET & ANCHOR DIMENSIONAL DATA

1 FAN (MCS028, MCM040, MCL055)



LIEBERT MODEL NUMBER	F in. (mm) 2			
	(LEG HEIGHT DIMENSIONS)			
	18 (457)	36 (914)	48 (1219)	60 (1524)
MCS028				
MCM040				
DIM "G"	31-5/8 (803)	49-5/8 (1260)	61-5/8 (1565)	73-5/8 (1870)
DIM "H"	39-5/8 (1006)	57-5/8 (1464)	69-5/8 (1768)	81-5/8 (2073)
MCL055				
DIM "G"	35-7/8 (911)	53-7/8 (1368)	65-7/8 (1673)	77-7/8 (1978)
DIM "H"	43-5/8 (1108)	61-5/8 (1565)	73-5/8 (1870)	85-5/8 (2175)

LIEBERT MODEL NUMBER	A in (mm)	A* in (mm) (575V ONLY)	C in (mm)	D in (mm)	K in (mm)	L in (mm)	M in (mm)
MCS028	50-5/8 (1287)	58-7/8 (1495)	44-1/8 (1120)	42-1/2 (1080)	42-1/2 (1080)	40-7/8 (1038)	35-7/8 (910)
MCM040	57-3/16 (1453)	65-3/8 (1661)	48 (1219)	46-5/16 (1177)	46 (1168)	44-3/8 (1127)	39-5/16 (999)
MCL055	68 (1727)	77 (1956)	56 (1422)	54-3/8 (1381)	55-1/2 (1410)	53-7/8 (1368)	48-3/4 (1238)

- Note:
- Liebert recommends a clearance of 36" (915mm) on each side for proper operation and component access.
 - Cross Bracing required for legs longer than 18" (457.2mm). Quantity varies per model & options selected.
 - For PDX w/EEV systems & unheated refrigerant receivers, 6-1/2" (165mm) is 9-1/4" (235mm) and 15-1/4" (387) is not applicable.



LIEBERT MC CONDENSER

CONDENSER AND OPTION WEIGHT DATA, lb(kg)

Size		Small (MCS)		Medium (MCM)			
Condenser Model		MCS028	MCS056	MCM040	MCM080		MCM160
Refrigerant Circuits		1	2	1	1	2	2
Condenser Dry Weight	18" Leg	154 (70)	270 (122)	231 (105)	441 (200)	441 (200)	860 (390)
	36" Leg	286 (130)	419 (190)	363 (165)	590 (268)	590 (268)	1066 (484)
	48" Leg	318 (144)	451 (205)	395 (179)	622 (282)	622 (282)	1114 (505)
	60" Leg	349 (158)	482 (219)	426 (193)	653 (296)	653 (296)	1160 (526)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)		45 (20)	45 (20)		
Lee-Temp		55 (25)	110 (50)	55 (25)	100 (45)	110 (50)	220 (100)
DSE Receiver DA050/080/085							88 (40)
DSE Receiver DA125/150/165							184 (83)
575V Transformer		55 (25)	65 (29)	60 (27)	70 (32)	70 (32)	80 (36)
Coated Coil		4 (2)	8 (4)	5 (2)	10 (5)	10 (5)	20 (9)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	40 (18)	40 (18)	40 (18)	57 (26)

Size		Large (MCL)					
Condenser Model		MCL055	MCL110		MCL165	MCL220	
Refrigerant Circuits		1	1	2	1	1	2
Condenser Net weight	18" Leg	344 (156)	602 (273)	602 (273)	891 (404)	1186 (538)	1186 (538)
	36" Leg	486 (220)	766 (347)	766 (347)	1136 (515)	1453 (659)	1453 (659)
	48" Leg	518 (235)	798 (362)	798 (362)	1184 (537)	1501 (681)	1501 (681)
	60" Leg	549 (249)	829 (376)	829 (376)	1230 (558)	1547 (702)	1547 (702)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)					
Lee-Temp		60 (27)	115 (52)	120 (54)	175 (79)	215 (98)	240 (109)
DSE Receiver DA050/080/085				45 (20)	90 (41)	45 (20)	90 (41)
DSE Receiver DA125/150/165				94 (43)	188 (85)	94 (43)	188 (85)
575V Transformer		67 (30)	77 (35)	77 (35)	118 (54)	118 (54)	118 (54)
Coated Coil		8 (4)	16 (7)	16 (7)	24 (11)	32 (15)	32 (15)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	41 (19)	57 (26)	57 (26)	57 (26)

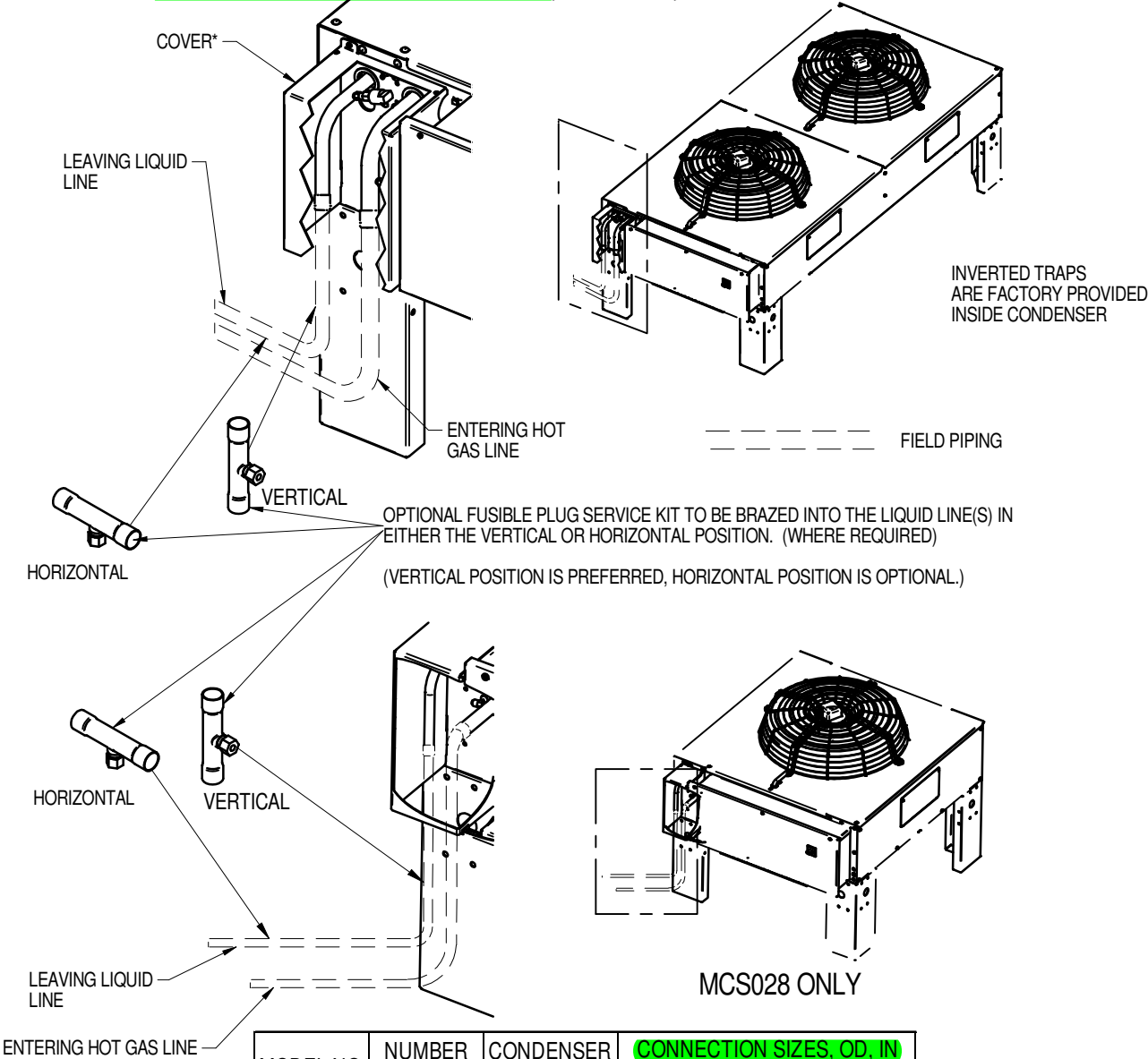
Total weight is the sum of 'Condenser' + ('PDX-EEV Receiver' or 'Lee-Temp' or 'DSE Receiver 050/080/085' or 'DSE Receiver 125/150/165') + 'Coated Coil' + '575V Transformer' + 'Seismic/Wind Bracing'



LIEBERT MC CONDENSER

PIPING DIMENSIONAL DATA

SINGLE CIRCUIT 1 FAN, 2 FAN, 3 FAN & 4 FAN UNITS



MODEL NO.	NUMBER OF FANS	CONDENSER CIRCUITS	CONNECTION SIZES, OD, IN	
			HOT GAS LINE	LIQUID LINE
MCS 028	1	1	7/8	5/8
MCM 040	1	1	7/8	5/8
MCM 080	2	1	1-1/8	7/8
MCL 055	1	1	1-1/8	7/8
MCL 110	2	1	1-3/8	1-1/8
MCL 165	3	1	1-3/8	1-1/8
MCL 220	4	1	1-5/8	1-3/8

* SHIPPING COVER IS NOT NECESSARY FOR PROPER CONDENSER OPERATION AND MAY BE RECYCLED IF FIELD PIPING INTERFERES WITH PROPER REATTACHMENT.



LIEBERT AIR COOLED SYSTEMS

RECOMMENDED REFRIGERANT LINE SIZES CU, OD LIEBERT AIR-COOLED SYSTEMS USING R-410A

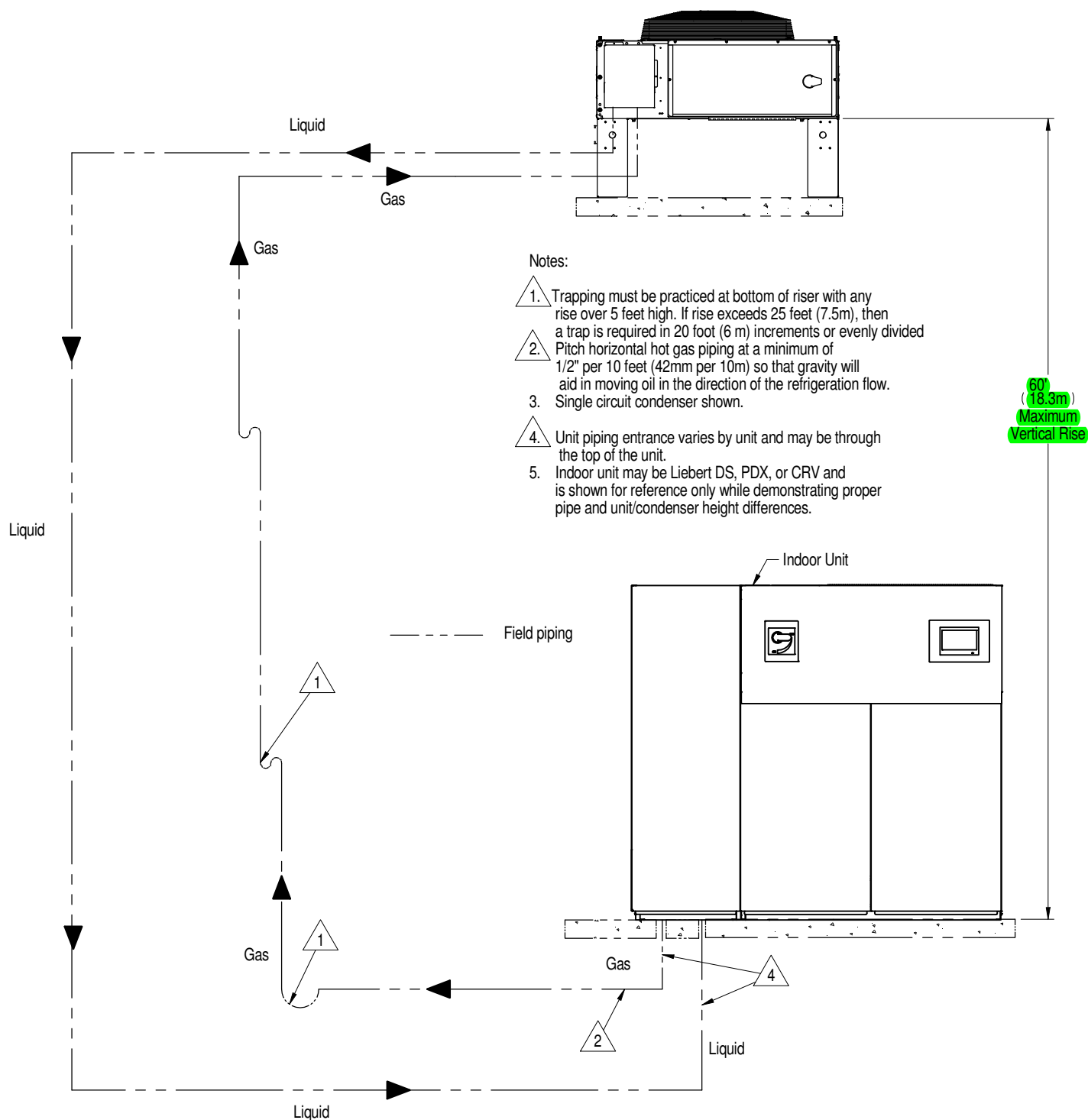
System Fluid R-410A		Any Compressor Type				
Indoor Model	Equivalent Length	50 ft (15m)	100 ft (30m)	150 ft (45m)	300 ft (91m)	450 ft (137m)
CR019RA/ CR020RA	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
CR035RA	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	3/4	3/4	3/4	7/8	
PX011	Hot Gas Line, in.	1/2	5/8 ²	5/8 ²	5/8 ²	
	Liquid Line, in.	3/8	1/2	1/2	1/2	
PX018	Hot Gas Line, in.	5/8	5/8	5/8	3/4 ²	
	Liquid Line, in.	1/2	1/2	1/2	5/8	
PX023	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	5/8	
PX029	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
DA050 / DA080/ DA085	Hot Gas Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA125	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA150	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA165	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA250	Hot Gas Line, in.	1-5/8	1-5/8	1-5/8 ⁴	1-5/8 ⁴	
	Liquid Line, in.	1-3/8	1-3/8	1-3/8 ⁴	1-3/8 ⁴	

System Fluid: R-410A		Digital Scroll Models				
Indoor Model	Equivalent Length	50 ft (15m)	75 ft (23m)	100 ft (30m)	125 ft (38m)	150 ft (45m)
MT060	Suction Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8
	Liquid Line, in.	1/2	5/8	5/8	5/8	5/8
MT048	Suction Line, in.	7/8	1-1/8 ²	1-1/8 ²	1-1/8 ²	1-1/8 ²
	Liquid Line, in.	1/2	1/2	5/8	5/8	5/8

Notes:

1. Consult factory for proper line sizing for runs longer than maximum equivalent length shown in table.
2. Must downsize vertical riser one trade size (1-1/8" to 7/8" or 7/8" to 3/4" or 3/4" to 5/8" or 5/8" to 1/2").
3. Consult factory when actual pipe length between condenser/EconoPhase and Liebert DSE unit will exceed 300 ft (91 m).
4. Liebert DA250 unit can be extended to max 200' linear or 300' equivalent.

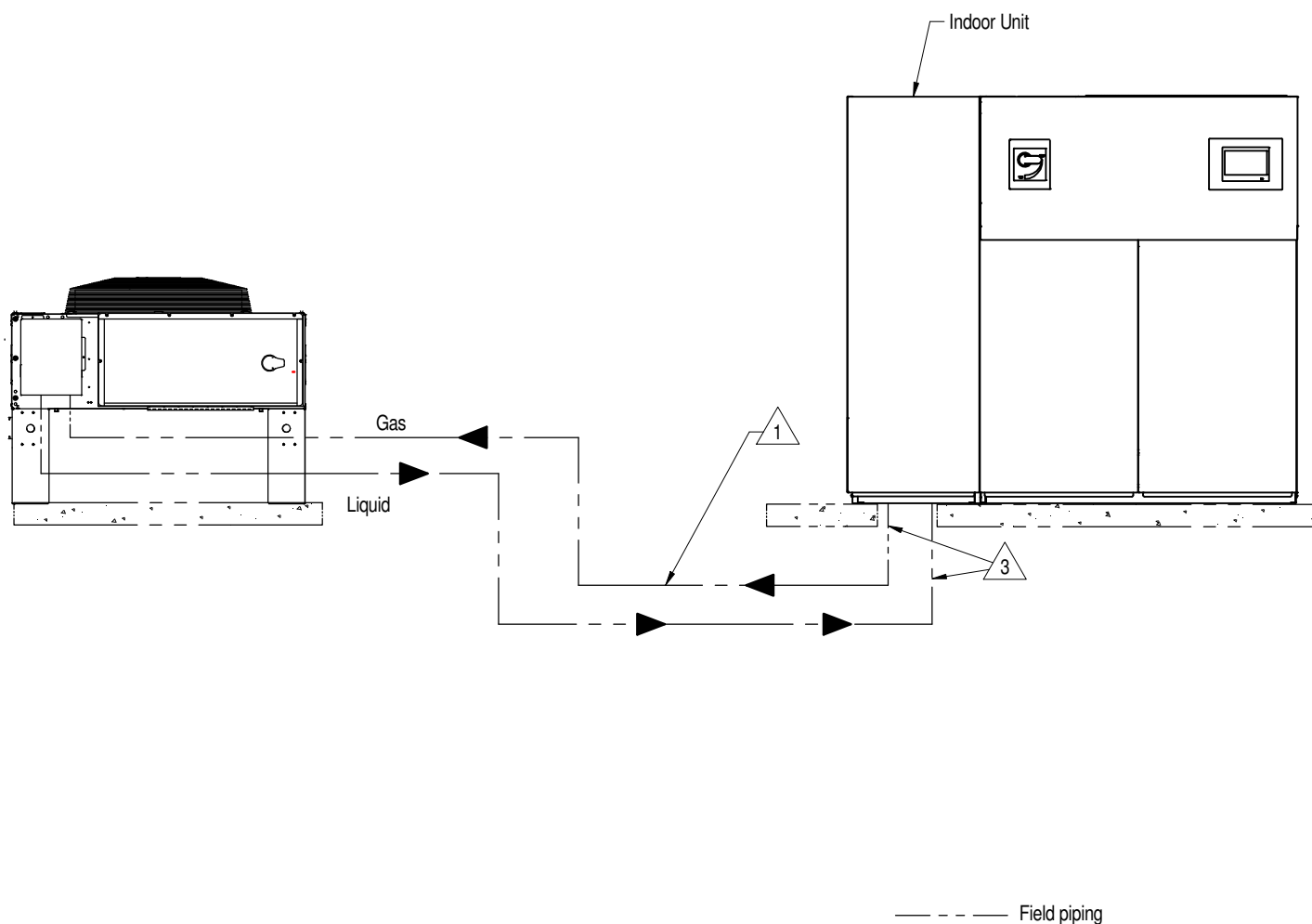
AIR COOLED PIPING SCHEMATIC CONDENSER ABOVE INDOOR UNIT





LIEBERT MC CONDENSER

AIR COOLED PIPING SCHEMATIC CONDENSER AND INDOOR UNIT AT SAME LEVEL



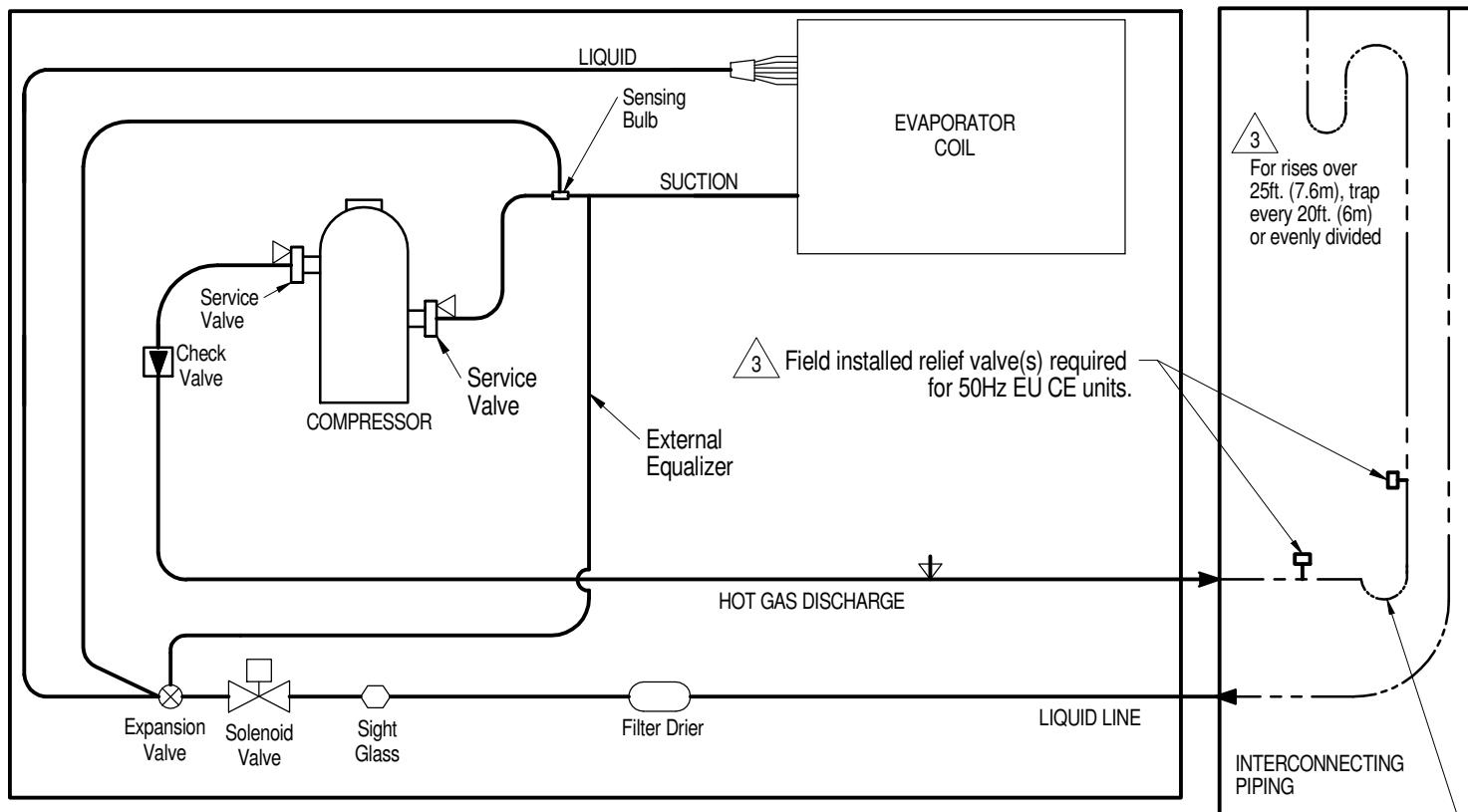
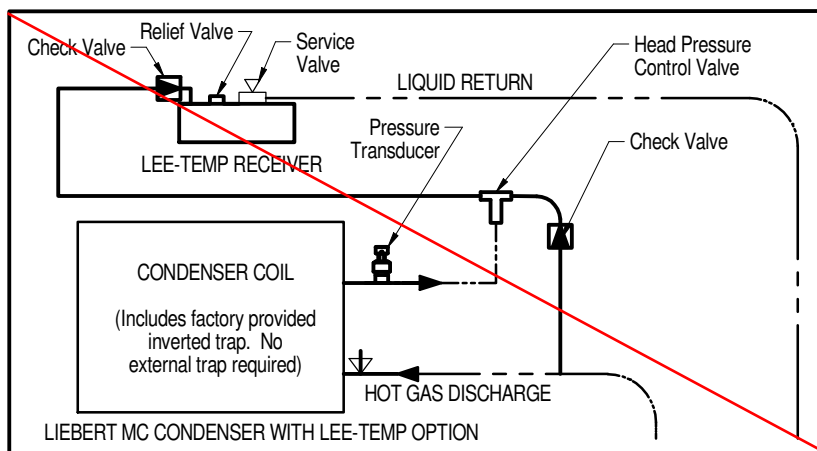
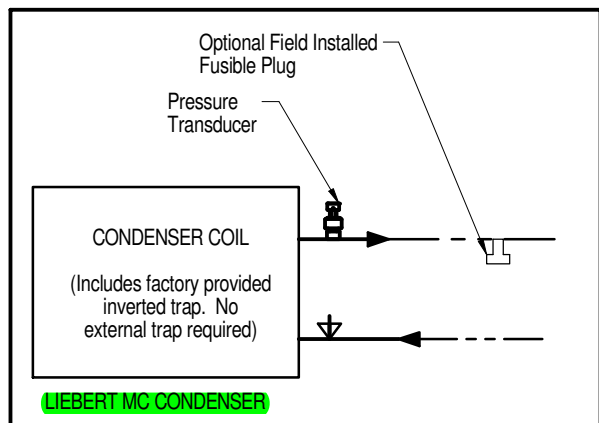
Notes:

1. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
2. Single circuit condenser shown.
3. Unit piping entrance varies by unit and may be through the top of the unit.
4. Indoor unit may be Liebert DS, PDX, or CRV and is shown for reference only.



LIEBERT MC CONDENSER

TYPICAL PIPING SCHEMATIC FOR AIR-COOLED DX SYSTEMS



————— FACTORY REFRIGERANT PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION NO VALVE CORE

- - - - - FIELD PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION WITH VALVE CORE

Notes:

1. Single refrigeration circuit shown for clarity.
2. Schematic representation shown. Do not use for specific connection locations.

3. Components are not supplied by Liebert, but are required for proper operation and maintenance.

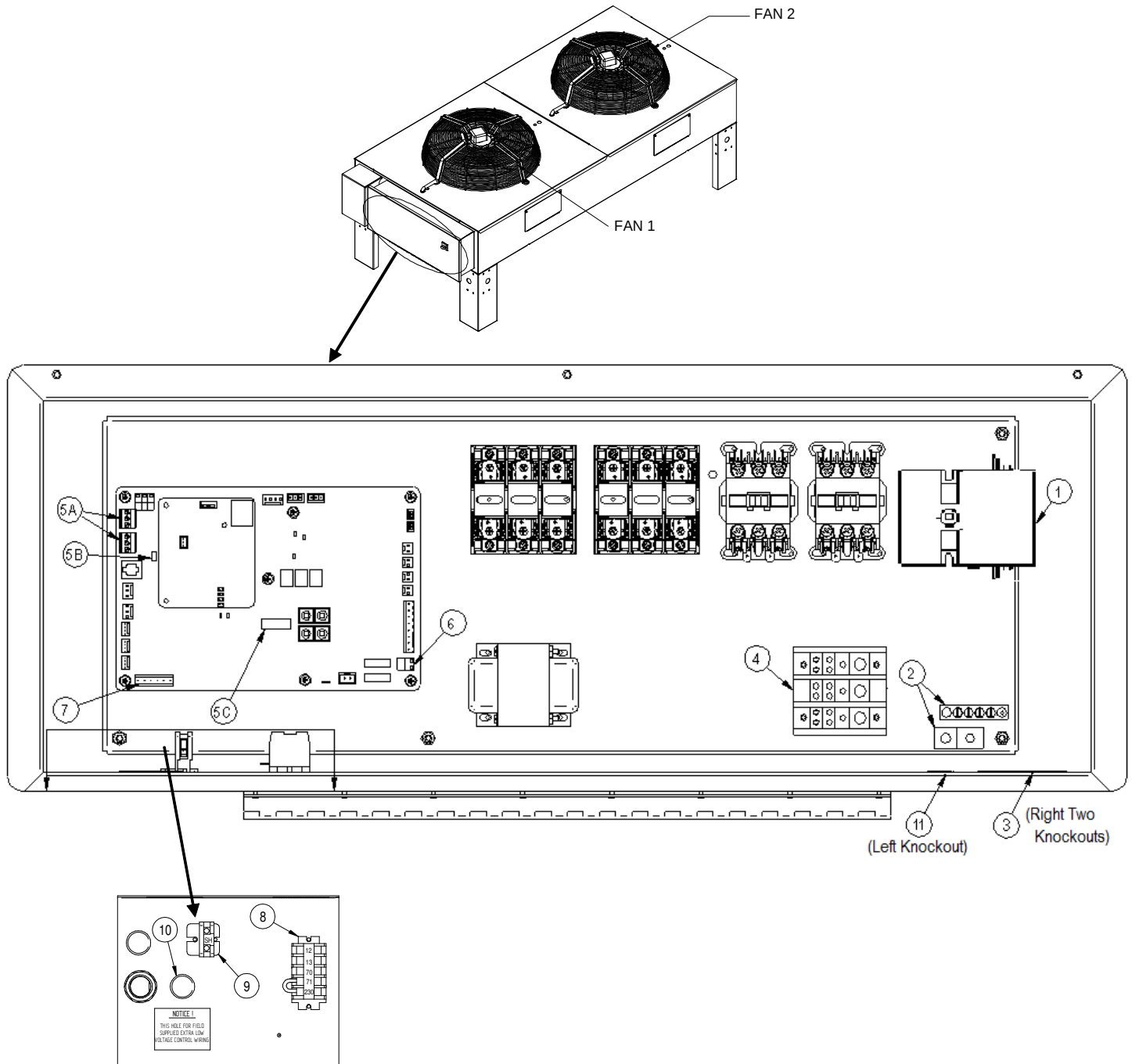
4. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
5. Do not isolate any refrigeration circuits from over pressurization protection.

3 **Trap at base of risers over 5ft. (1.5m)**



LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL



KEY ELECTRICAL DETAILS:

- 1) Three phase electrical service** – Terminals are on top of disconnect switch for one and two fan units. Terminals are on bottom of disconnect switch for three and four fan units. Three phase service not by Liebert. See note 5.
- 2) Earth ground** – Field lug terminal for earth ground connection. Ground terminal strip for fan motor ground connection.
- 3) Primary high voltage entrance** – Two 7/8" (22.2mm) diameter knockouts located at the bottom of the enclosure.
- 4) SPD field connection terminals** – High voltage surge protective device (SPD) terminals. SPD is an optional device.



LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5) CANbus terminal connections – Field terminals for CANbus cable connection.

- 5A is the CANbus connectors.
 - o TB49-1 is the input terminal for CANbus high.
 - o TB49-3 is the input terminal for CANbus low.
 - o TB50-1 is output terminal for CANbus high.
 - o TB50-3 is the output terminal for CANbus low.
 - o Each CANbus cable shield is connected to terminal “SH”, item 9.

• 5B is the “END OF LINE” jumper.

• 5C is the CANbus “DEVICE ADDRESS DIP SWITCH”. CANbus cable not by Liebert. See Note 2. (below)

6) Remote unit shutdown – Replace existing jumper between terminals TB38-1 and TB38-2 with field supplied normally closed switch having a minimum 75VA 24VAC rating. Use field supplied Class 1 wiring. (This is an optional feature that may be owner specified.)

7) Alarm terminal connections –

- a. Common Alarm Relay indicates when any type of alarm occurs. TB74-1 is common, TB74-2 is normally open, and TB74-3 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.
- b. Shutdown Alarm Relay indicates when condenser loses power, or when a critical alarm has occurred that shuts down the condenser unit. TB74-4 is common, TB74-5 is normally open, and TB74-6 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.

8) Indoor unit interlock and SPD alarm terminals –

- a. On any call for compressor operation, normally open contact is closed across terminals 70 and 71 for Circuit 1, and normally open contact is closed across terminals 70 and 230 for Circuit 2 from indoor room unit.
- b. During SPD alarm, normally open contact is closed across terminals 12 & 13. SPD is an optional device.

9) CANbus shield terminal – Terminal for field shield connection of the CANbus field supplied cables. The shield of CANbus field supplied cables must not be connected to ground at the condenser.

10) Primary low voltage entrance – One 7/8” (22.2mm) diameter knockout that is free for customer low voltage wiring.

11) SPD entrance – One 7/8” (22.2mm) diameter knockout hole located at the bottom of the enclosure. High voltage surge protective device (SPD) is optional.

NOTES:

1. Refer to specification sheet for unit voltage rating, full load amp, and wire size amp ratings.
2. The CANbus wiring is field supplied and must be:
 - Braided shield or foil shield with drain wire
 - Shield must be wired to ground at indoor unit
 - 22-18AWG stranded tinned copper
 - Twisted pair (minimum 4 twists per foot)
 - Low Capacitance (15pF/FT or less)
 - Must be rated to meet local codes and conditions
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER
3. Do not run in same conduit, raceway, or chase as high voltage wiring.
4. For CANbus network lengths greater than 450FT (137M) call Factory.



LIEBERT MC CONDENSER

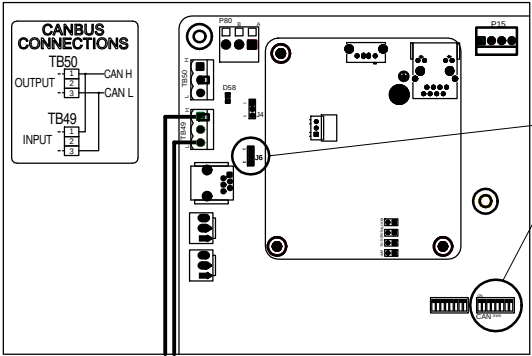
ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5. All wiring must be sized and selected for insulation case per NEC and other local codes.
6. Do not bend cables to less than four times the diameter of the cable.
7. Do not deform cables when securing in bundles or when hanging them.
8. Avoid running the cables by devices that may introduce noise, such as machines, fluorescent lights, and electronics.
9. Avoid stretching cables.
10. The electrically commutated (EC) motors included in the Liebert MC Condenser are suitable for connection to power supplies with a solidly grounded neutral or high resistance to ground or corner ground.
 - a. Acceptable power supplies for 208 to 575V nominal units:
 - 208V wye with solidly grounded neutral and 120V line to ground;
 - 380V wye with solidly grounded neutral and 220V line to ground;
 - 480V wye with solidly grounded neutral and 277V line to ground;
 - 575V wye with solidly grounded neutral and 332V line to ground (uses step-down transformer);
 - Wye with high resistance (or impedance) ground;
 - Delta with corner ground
 - b. Unacceptable power supplies for 208V to 575V nominal units:
 - Delta without ground or with floating ground;
 - Delta with grounded center tap.



LIEBERT PDX

CANbus & INTERLOCK CONNECTIONS BETWEEN PDX UNIT & LIEBERT MC CONDENSER (PREMIUM)

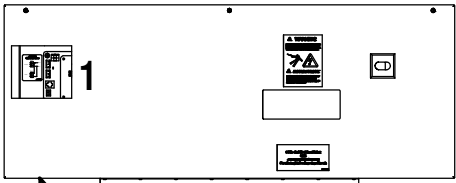


DETAIL1
CAN CABLE CONNECTION (A)

J6 TERMINATION JUMPER
MUST BE SET TO PINS 1 AND 2.

CANbus
ADDRESSING
SWITCH

CONDENSER



SHIELD CONNECTION

FACTORY WIRING BETWEEN
MC CONTROL BOARD AND
TERMINAL STRIP.

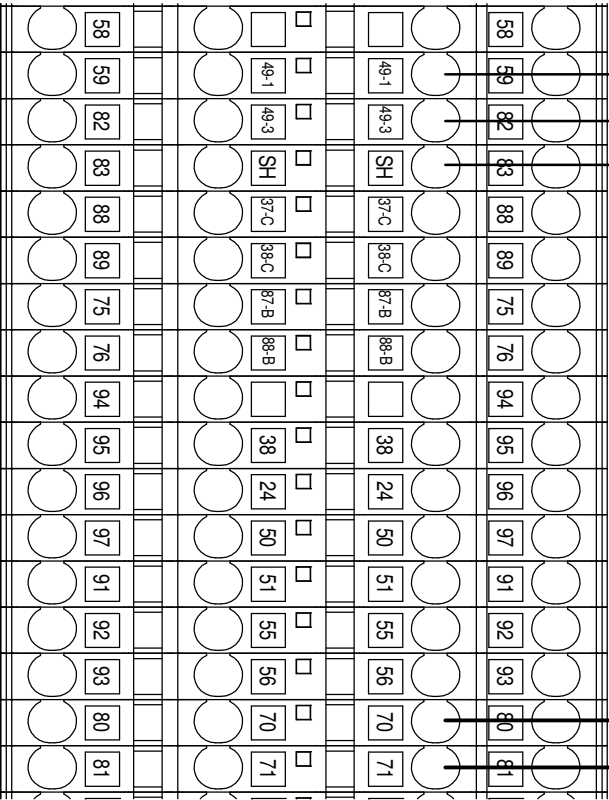
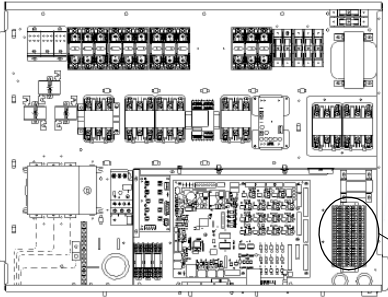
LOW VOLTAGE FIELD ENTRANCE
LOCATED ON BOTTOM LEFT OF
CONDENSER ENCLOSURE.

HEAT REJECTION INTERLOCK (B)

CANbus CABLE CONNECTION

B
HEAT REJECTION INTERLOCK WIRE

INDOOR UNIT



PARTIAL VIEW SHOWN FOR CLARITY



LIEBERT PDX

CANbus & INTERLOCK CONNECTIONS BETWEEN PDX UNIT & LIEBERT MC CONDENSER (PREMIUM)

COMPONENT NOTES:

1. COMPONENT APPEARANCE, ORIENTATION AND POSITIONINGMAY VARY TERMINAL NAMES AND CALLOUTS REMAIN CONSTANT.
2. ALL CIRCUITS TO THESE CONNECTION POINTS ARE CLASS 2.

CAN & CABLE NOTES (A):

1. CABLE MUSTHAVE THE FOLLOWING SPECIFICATIONS:
 - BRAIDED SHIELD OR FOIL SHIELD WITH DRAIN WIRE
 - SHIELD MUST BE WIRED TO GROUND AT INDOOR UNIT
 - 22-18AWG STRANDED TINNED COPPER
 - TWISTED PAIR (MINIMUM 4 TWISTS PER FOOT)
 - LOW CAPACITANCE (15pF/FT OR LESS)
 - MUST BE RATED TO MEET LOCAL CODES AND CONDITIONS.
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER.
2. DO NOT RUN IN SAME CONDUIT, RACEWAY, OR CHASE AS HIGH VOLTAGE WIRING.
3. FOR CANBUS NETWORK LENGTHS GREATER THAN 450FT(137M), CONTACT FACTORY.

INTERLOCK WIRE NOTES (B):

1. FIELD SUPPLIED WIRE
 - 2 CONDUCTOR 18AWG OR GREATER
 - RATED 600V
2. RUN FIELD SUPPLIED WIRES BETWEEN THE INDOOR UNIT AND THE CONDENSER.



To: Dave Sparkes
Company: Douglas County

9776 Legler
Lenexa, KS 66219
Phone: (913) 492-0770
Fax: (913) 492-6776

Project Quotation

Quote Number: SDJ-18-0032

Job Name: DOUGLAS CTY SHERRIFF'S IT ROOM HVAC

We are pleased to provide our quotation for the following Liebert System:

Quantity (1) Liebert CRV Air-cooled Precision Cooling System

- Configuration Number: CR019RA1370H0C11P0U0PU289
- Model Number: CR019RA137U289
- Nominal 19 kW, 68 kBtuh at approximately 85F, 32% RH
- 460 Voltage, 3 Phase, 60 Hz – Wye (with Neutral Required)
- Condensate Pump 65k SCCR

The supply air baffle allows the air leaving the cooling unit to be directed to the racks the Liebert CRV is conditioning; maximizing its effectiveness, reducing the chance for hot spots, and improving the overall system efficiency.

System Details:

- Liebert iCOM control system with 9" Color Touch Display
- 2T temperature sensors to measure air temperature entering server racks - quantity 3
- Adjustable supply air baffle system
- Variable speed EC plug fans
- Digital scroll, variable capacity compressor utilizing R-410A
- Crankcase compressor heater
- Compressor sound jacket
- Evaporator Type: slab, copper tubes - aluminum fins with hydrophilic coating
- Rating: MERV 1 per ASHRAE 52.2 Washable
- Locking Disconnect Switch
- Top and Bottom electrical and piping connections
- One remote shutdown terminal
- One alarm contact
- The Liebert IntelliSlot Unity Card (IS-UNITY-DP) provides ground fault isolated RS-485 Modbus, BACnet IP & Modbus IP network connectivity to Building Management Systems for unit monitoring and management. Also, provides ground fault isolated 10/100 baseT Ethernet connectivity for unit monitoring and management. The supported management interfaces include: SNMP for Network Management Systems, HTTP for web page viewing, SMTP for email, and SMS for mobile messaging. This card can support dual IP and 485 protocols simultaneous. IS-UNITY-DP card is factory-installed in an IntelliSlot.
- Hot air rear return with front cold air discharge
- Front and rear service and maintenance access only

- Installation casters with leveling feet
- Powder coated panels
- Enclosure: Standard Unit, Standard Color: ZP-7021 – Black Gray Matte

Quantity(1) Liebert MC Air-Cooled Microchannel Condenser(s), Model MCM040E1ADK101, using input supply voltage of 460 Volt, 3 Phase, 60 Hz

The Liebert MC is an air-cooled condenser featuring an all aluminum microchannel coil and a variable speed fan motors on every fan. Constructed with an aluminum cabinet, the Liebert MC is a low-profile, direct-drive propeller fan-type air-cooled unit suitable for mounting outdoors. It provides for the heat rejection of either one or two separate refrigeration circuits, matching heat rejection capacity varying with the outdoor ambient temperatures, compressor or pump (if applicable) system mode and with each corresponding compressor/pumps heat rejection requirements. The unit is quiet and corrosion resistant. All electrical connections and controls are enclosed in a factory mounted NEMA 3R electrical panel. Copper pipe connections are provided for brazing of field piping and connections are located next to the electrical panel.

Liebert MC Condenser Details:

- Microchannel aluminum coil
- Variable Speed EC Fans
- Premium electronic control board providing communication with iCOM using CANbus
- Aluminum exterior panels and 18" aluminum legs
- Single refrigerant circuit condenser
- R-410A factory set points
- Domestic packaging
- Short Circuit Current Rating of 65,000 Amps, rms

Services Include:

- Warranty Inspection Included (Includes Liebert Heat Rejection)
- Factory Standard 1-Year Parts Only Warranty

Field Supplied Items NOT included in above BOM:

- A special "low-capacitance" CANbus is required to run between the indoor and outdoor unit. Recommended CANbus P/N is Alpha Wire 6454. This Alpha Cable can be purchased from the ITS Parts Department at specified lengths for \$1.00/ft plus tax.

Terms & Conditions:

- Quotation Valid for 45 days
- Price does not include tax
- Terms are Net 30 Days, subject to manufacturer's approval
- INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at <http://termsconditions.vertivco.com/> unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

- Please address Purchase Orders to:
Liebert Corporation c/o Innovative Technology Solutions, LLC - Kansas City
1050 Dearborn Drive
Columbus, OH 43085

Total Price Including Freight but NOT TAX

USD \$19,849.00

STEWART JENSEN
Account Representative

Liebert Corporation
TERMS AND CONDITIONS OF SALE

Liebert Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods and licensing of Software by Seller or its affiliate Avocent Corporation, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods and/or Software will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation provided an unconditional authorization from Buyer for the shipment of the Goods and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods and/or Software to Seller's price for the Goods and/or Software at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Unless otherwise specified by Seller, parts ("Parts") that are required for the performance of services will be furnished at Seller's then prevailing prices. Seller assigns to Buyer any warranties which are made by manufacturers and suppliers of Parts and which are assignable. Except as specified above, Parts furnished hereunder are furnished AS IS, WHERE IS, WITH NO WARRANTY WHATSOEVER.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election..

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries of Goods and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or

damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii)a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of goods and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods and/or Software must be (i) current, unused Goods and/or Software, (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if reasonable site and/or equipment access is denied the Seller

service representative; and d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer.

20. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods and/or Software, and/or the provision of Services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

Liebert Corp Terms & Conditions Rev 2016

LIMITED WARRANTY FOR THERMAL MANAGEMENT PRODUCTS

Warrantor: Liebert Corporation (referred to herein as "Liebert") offers the following **One-Year Limited Warranty Against Defects in Material and Workmanship ("Warranty")** for applicable Product.

Products Covered:

- Liebert Thermal Management Products

Terms of Limited Warranty:

As provided herein, Liebert warrants that during the Warranty Period (as defined below) the Product:

- is free of defects in material and workmanship; and
- conforms to the descriptions contained in any applicable certified drawings for such Product, to Liebert's final invoices, and to applicable Liebert Product brochures and manuals current as of the date of Product shipment ("Descriptions")

Warranty Period: a period of one (1) year from a valid, documented Product warranty inspection performed by Liebert personnel, which period shall expire no later than eighteen (18) months from the Product shipment date. Product shipment date is determined only from the bill of lading. If Product warranty inspection is not performed, the Warranty Period is thirteen (13) months from the date of purchase by the original end-user.

If any part or portion of the Liebert Product fails to conform to the Warranty within the Warranty Period, Liebert, at its option, will furnish new or factory remanufactured Products for repair or replacement of that failed portion or part. REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR PART THEREOF DOES NOT EXTEND OR RESTART THE ORIGINAL WARRANTY PERIOD. Liebert does not control the use of any Product and, accordingly, materials classified as "Descriptions" are NOT WARRANTIES OF PERFORMANCE and NOT WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

Who is Covered:

This Warranty extends to the **original end-user** (the "User") and only within the fifty states of the USA and Canada. This Warranty is not transferable or assignable without the prior written permission of Liebert. This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of business. Liebert assigns to User any warranties which are made by manufacturers and suppliers of components of, or accessories to, the Liebert Product and which are assignable, but Liebert makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Warranty Claims Procedure and Services:

Within thirty (30) days after User's discovery of a defect, User must contact their local Liebert representative and provide all material information relating to such alleged defect. User may contact Liebert at (800) 543-2378 for local Liebert representative information.

Liebert, in its sole discretion, shall either repair or replace defective Products. User shall bear all labor or shipping charges associated with de-installation, shipment and transportation of the returned Product and the transportation and installation of the Product replaced under warranty. Warranty coverage will be extended only after Liebert or its representative's inspection discloses the claimed defect and shows no signs of treatment or use that would void the coverage of this Warranty. All defective Products and parts thereof replaced under this Warranty become the property of Liebert.

Items Not Covered:

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY misuse, improper application, wrong or inadequate electrical current or connection, inadequate water or drain services, negligence, inappropriate on site operating conditions, repair by non-Liebert designated personnel, accident in transit, tampering, alterations, a change in location or operating use, exposure to the elements, Acts of God, theft or installation contrary to Liebert's recommendations or specifications, or in any event if the Liebert serial number has been altered, defaced, or removed.

THIS WARRANTY DOES NOT COVER shipping costs, Product installation/removal costs, travel costs, external circuit breaker resetting, loss of refrigerant, maintenance or service items and further, except as may be provided herein, does NOT include labor costs or transportation, arising from the replacement of the Liebert Product or any part thereof or charges to remove or reinstall same at any premises of User, nor for site inspections that determine no corrective action was required nor any other services not expressly provided for by the terms of the Warranty. Consumables, including but not limited to air filters, are not covered by this Warranty. Drive packages and heat exchangers in certain Thermal Management Products are warranted separately.

THIS WARRANTY IS VOID UPON THE FOLLOWING: (1) the Product having been stored in an unsuitable environment after Product shipment and/or (2) if applicable, Product warranty inspection performed by a third party other than Liebert and/or its authorized representatives. No salesperson, employee or agent of Liebert is authorized to add to or vary the terms of this Warranty. Liebert retains the right to cancel the Warranty, subject to reinstatement at Liebert's sole discretion, for late- or non-payment of the Product purchase price and any other amounts due. Warranty terms may only be modified, if at all, if in writing and signed by a Liebert officer.

Other Limitations:

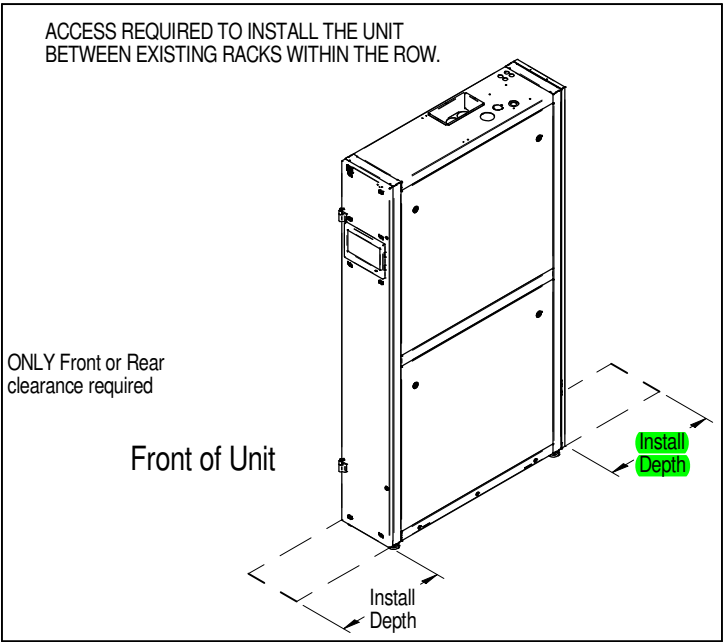
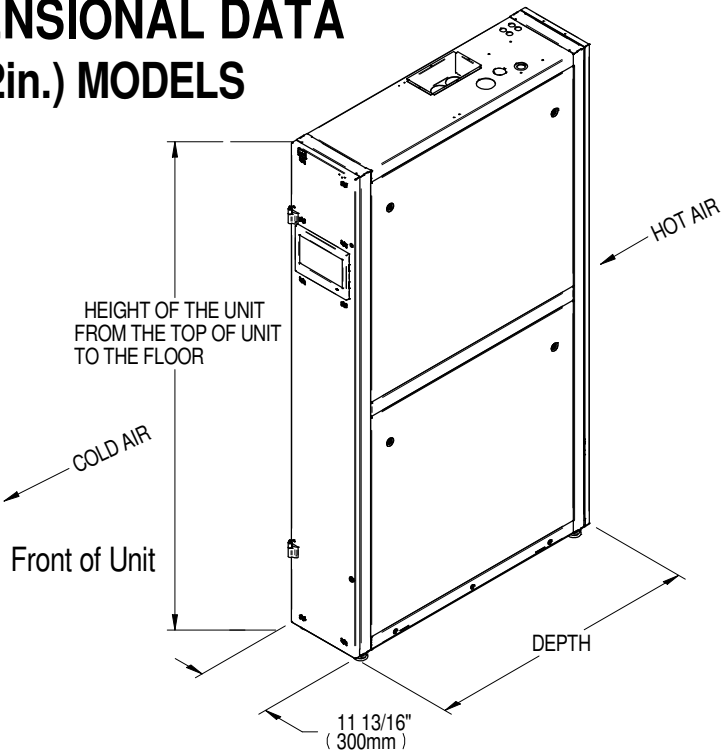
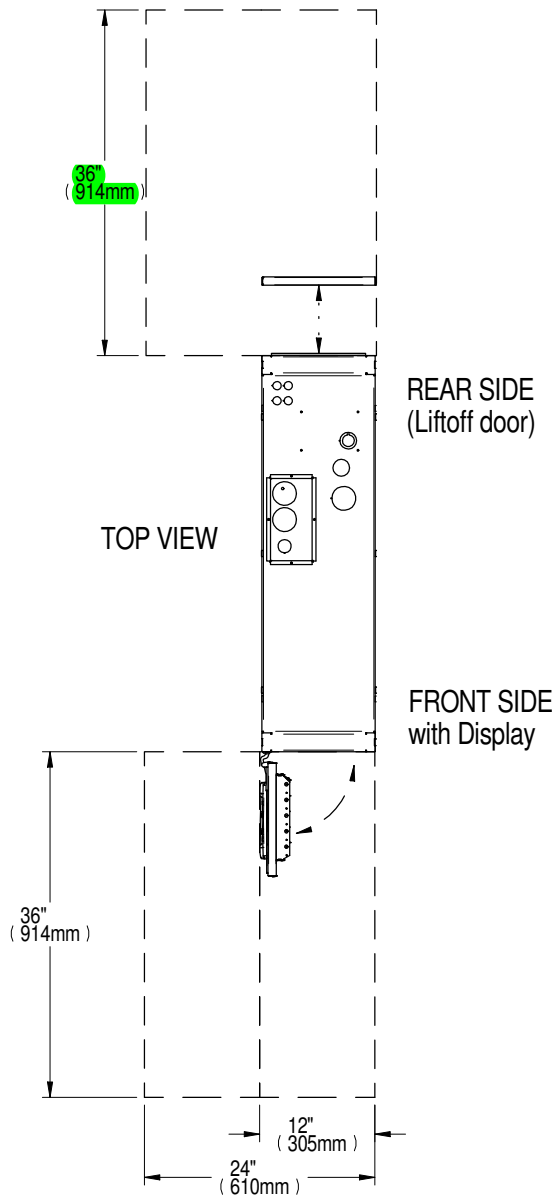
THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE LIEBERT PRODUCT AS SET FORTH HEREIN. IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, LIEBERT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL LIEBERT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE. THE PRODUCTS LISTED IN THIS WARRANTY ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS.



LIEBERT CRV

CABINET DIMENSIONAL DATA 300mm (12in.) MODELS

ACCESS REQUIRED TO SERVICE THE UNIT
BETWEEN EXISTING RACKS WITHIN THE ROW



Cooling System	Height in. (mm)	Depth in. (mm)	Install Depth in. (mm)	Dry Weight, +/- 5% lbs (kg)
AIR	78-3/4 (2000)	43-5/16 (1100)	49-3/16 (1250)	507 (230)
WTR/GLY				545 (247)
CW				418 (190)



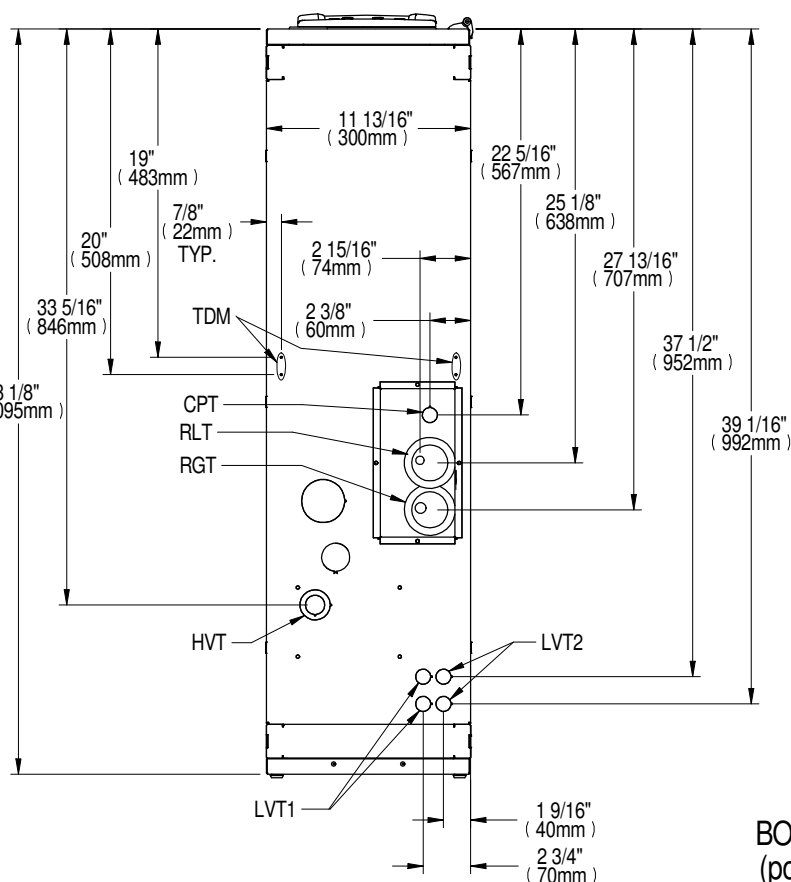
LIEBERT CRV

PRIMARY CONNECTION LOCATIONS 300mm (12in.) AIR COOLED MODELS

PIPING AND ELECTRICAL CONNECTIONS AVAILABLE AT THE TOP AND BOTTOM OF UNIT.

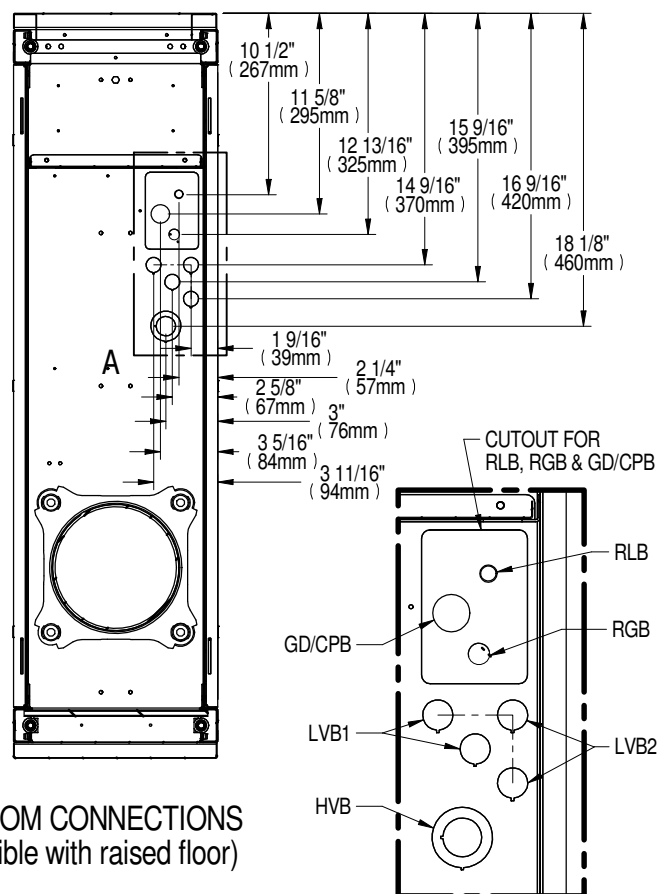
ATTENTION, AIR COOLED SYSTEMS MAY REQUIRE ADDITIONAL OIL TO BE ADDED IN THE FIELD IN ORDER TO ALLOW FOR SUFFICIENT COMPRESSOR LUBRICATION. SEE UNIT USER MANUAL FOR DETAILS.

FRONT OF UNIT



TOP CONNECTIONS

FRONT OF UNIT



BOTTOM CONNECTIONS
(possible with raised floor)

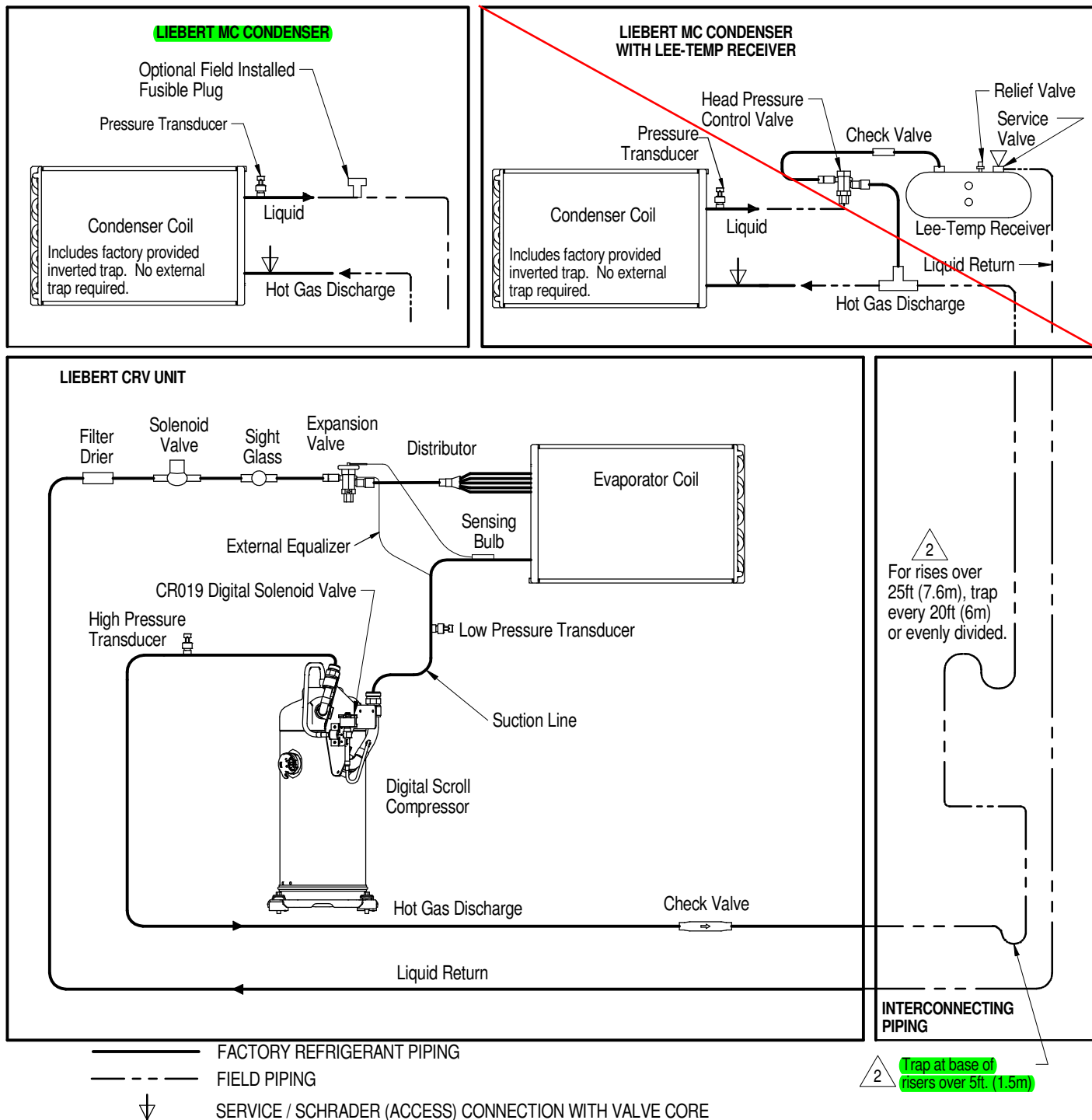
DETAIL A

UNIT TOP CONNECTIONS			UNIT BOTTOM CONNECTIONS		
RLT	Refrigerant Liquid Line Inlet	1/2" O.D. Copper Sweat	RLB	Refrigerant Liquid Line Inlet	1/2" O.D. Copper Sweat
RGT	Refrigerant Gas Line Outlet	5/8" O.D. Copper Sweat	RGB	Refrigerant Gas Line Outlet	5/8" O.D. Copper Sweat
CPT	Condensate Pump	Knockout Hole Diameter 1-3/8" (35 mm)	GD	Gravity Coil Pan Drain	Knockout Hole Diameter 1-3/4" (44 mm)
HVT	High Voltage Top Connection	Combination Knockout 1-1/8" (29 mm) & 1-3/4" (44 mm)	CPB	Condensate Pump	
LVT1	Low Voltage Top Connection (Twisted Pair)	Knockout Hole Diameter 7/8" (22 mm) 2 places	HVB	High Voltage Bottom Entrance (feed through the base of the unit)	Combination Knockout 1-1/8" (29 mm) & 1-3/4" (44 mm)
LVT2	Low Voltage Top Connection (Shielded Cable)	Knockout Hole Diameter 7/8" (22 mm) 2 places	LVB1	Low Voltage Bottom Connection (Twisted Pair)	Knockout Hole Diameter 7/8" (22 mm) 2 places
TDM	Tie Down (Top) Mounting	Hole Diameter 1/8" (3 mm) 4 places	LVB2	Low Voltage Bottom Connection (Shielded Cable)	Knockout Hole Diameter 7/8" (22 mm) 2 places



LIEBERT CRV

GENERAL ARRANGEMENT DIAGRAM 300mm (12in.) AIR COOLED W/ LIEBERT MC CONDENSER MODELS



Notes:

1. Schematic representation shown. Do not use for specific connection locations.

2. Components are not supplied by Liebert, but are required for proper circuit operation and maintenance.

3. Do not isolate any refrigerant circuit from over pressurization protection.

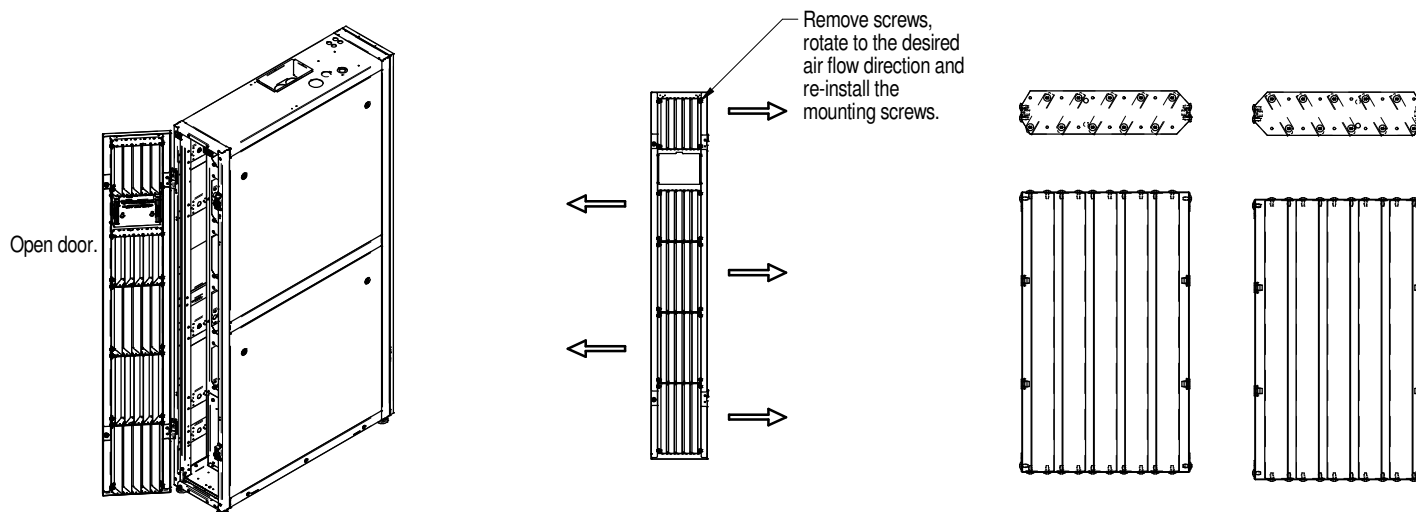
4. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.



LIEBERT CRV

ADJUSTABLE SUPPLY AIR BAFFLES 300mm (12in.) MODELS

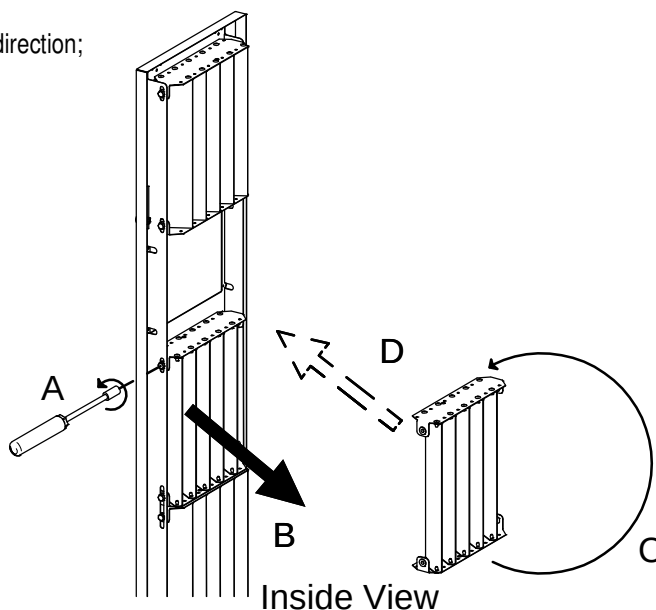
The Liebert CRV has been equipped with an adjustable, modular supply air baffle system. The baffles should be adjusted at start-up to direct air to the racks the cooling unit is intended to condition. Ideally, these should be the same racks the cooling unit is pulling hot air from. The baffles can be readjusted at any time as cooling needs change. Make sure that the unit is shutdown, with input power removed, before performing any work on the unit.



The Liebert CRV is shipped with the baffles in an alternating pattern as shown in the picture above. If a Liebert CRV is installed at the end of a row, all the baffles should blow air down the cold-aisle, toward the racks. If the cooling unit is installed in-between racks, the baffle segments can be alternated to distribute air in both directions. The baffle segments at the top of the panel will direct more air than the segments at the bottom. The supply air will travel the furthest when all baffle segments are pointed in the same direction, left or right.

Instructions to adjust the baffle segments

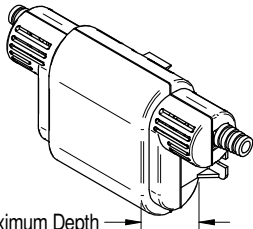
- Remove the screws (2 on left and 2 on right side) of each baffle that must be changed ;
- Extract the baffle segment;
- Rotate baffle segment around to adjust the direction;
- Reassemble and tighten the screws.



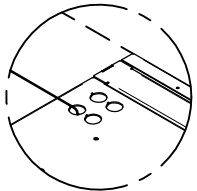
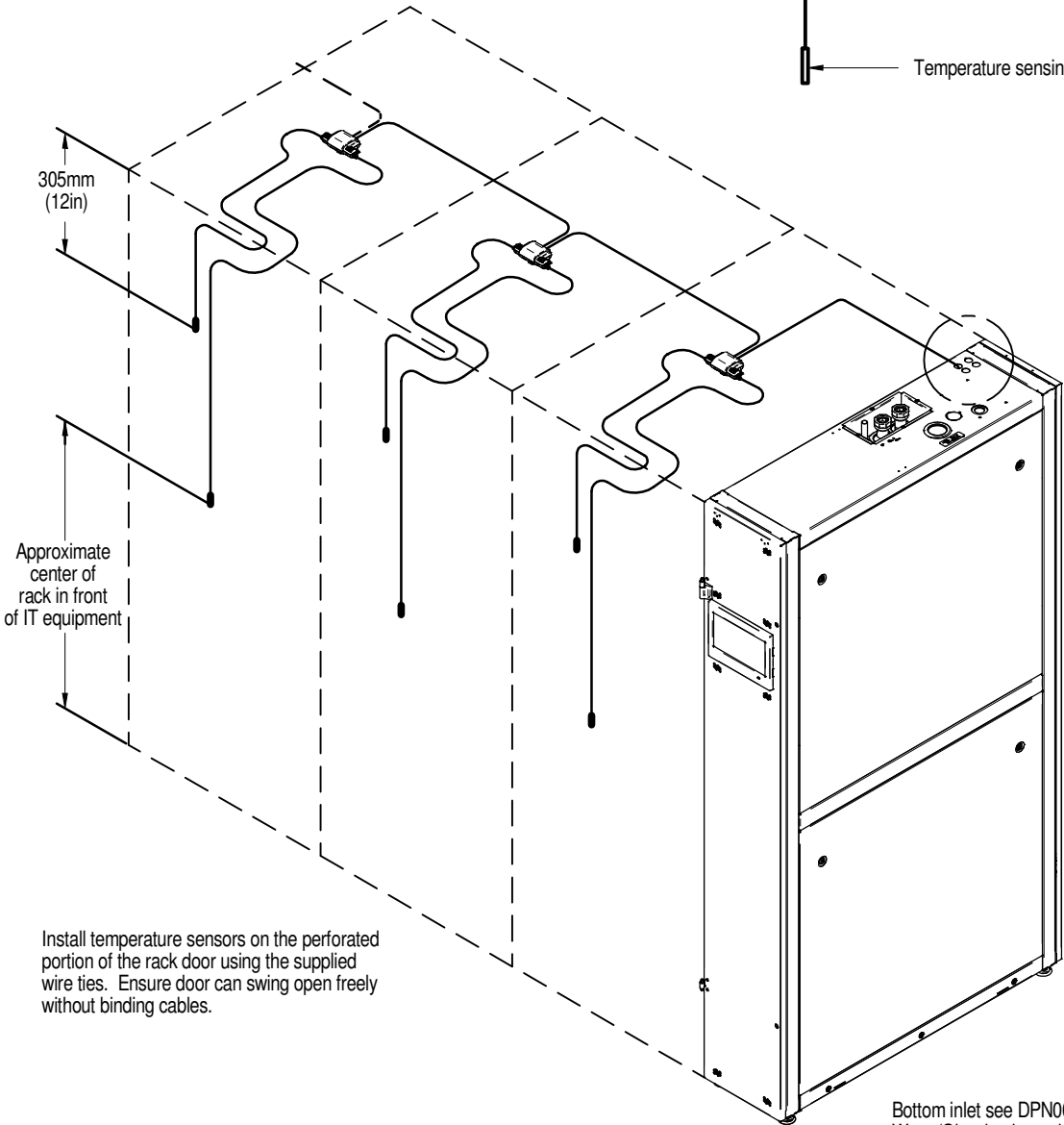
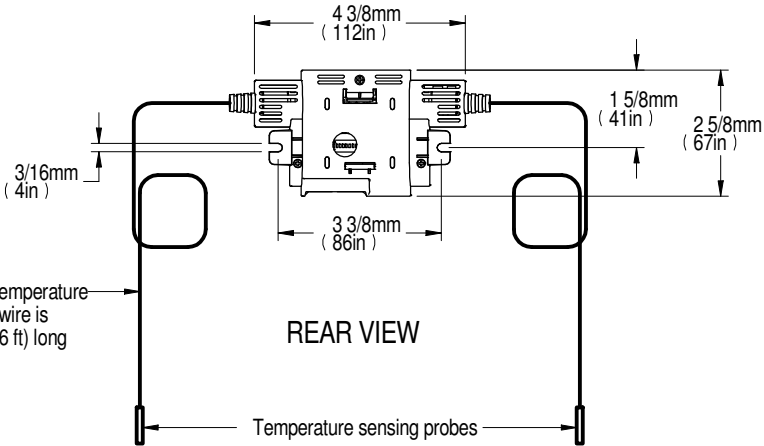


LIEBERT CRV

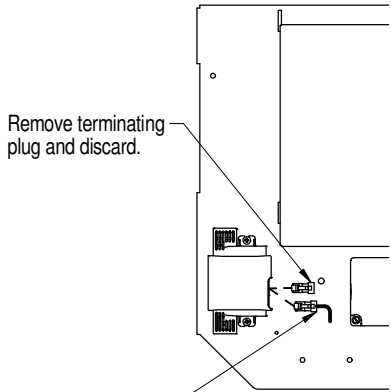
2T RACK TEMPERATURE SENSOR CONNECTIONS 300mm (12in.) MODELS



Maximum Depth
41mm (1-5/8in)
FRONT VIEW



Cable Connection Entry
Top Inlet
(protective bushing field supplied and installed)



Return air temperature sensor located in the rear of the unit.

Bottom inlet see DPN002813 for Air, DPN003040 for Water/Glycol units and DPN002815 for Chilled Water units (protective bushing field supplied and installed).



LIEBERT CRV

ELECTRICAL FIELD CONNECTIONS DESCRIPTIONS

300mm (12in.) MODELS

SAFETY INSTRUCTIONS: READ ALL SAFETY MESSAGES IN USER MANUAL BEFORE STARTING ELECTRICAL CONNECTIONS

STANDARD ELECTRICAL CONNECTIONS (See unit views for item callouts)

- 1) **High voltage connection through the rear of the disconnect switch box** – 1-1/8" (28.6mm) & 1-3/4" (44.5mm) diameter concentric knockout.
- 2) **High voltage connection through the top of the unit** – 1-1/4" (32mm) & 1-3/4" (44mm) diameter concentric knockout.
- 3) **Electrical service (hard wired)** – Refer to serial tag information for unit electrical service requirement.
Three phase – 208/230V 60Hz
Three phase with Neutral – 460V 60Hz Wye (5 wire: 3 phase + neutral + ground).
Single phase – 208/230V 60Hz (Chilled Water only).
 Connect to terminals on disconnect switch. Electrical service not by Liebert. Use copper conductors only, Wire per local codes. Refer to specification sheet for total unit full load amps, wire size amps and max over current protective device size.
- 4) **Electrical service (cord connected)** – Refer to serial tag information for unit electrical service requirement.
Single phase – 120V 60Hz (Chilled Water only). 1-3/4" (44mm) diameter knockout provided in the top and bottom of the unit for the power cord to exit the unit. The power cord is Liebert supplied with a L5-20 plug.
- 5) **Factory installed locking Disconnect Switch**
- 6) **Earth ground** - Terminal for field supplied earth grounding wire.
- 7) **Low voltage connection through the bottom of the unit** - Quantity (2) 7/8" (22mm) diameter knockouts, not shown.
- 8) **Low voltage connection through the top of the unit** - Quantity (2) 7/8" (22mm) diameter knockouts.
- 9) **Remote unit shutdown** - Replace existing jumper between terminals 37 & 38 with field supplied normally closed switch having a minimum 75VA, 24VAC rating. Use field supplied Class 1 wiring.
- 10) **Customer alarm inputs** - Terminals for field supplied, normally closed contacts, having a minimum 75VA, 24VAC rating, between terminals 3 & 50, 2 & 51, 5 & 55, or 3 & 56. Use field supplied Class 1 wiring. Terminals 5 & 55 not available when optional Condensate Pump is installed.
- 11) **Common alarm** - On any alarm, normally open dry contact is closed across terminals 75 & 76 for remote indication. 1 AMP, 24VAC max load. Use Class 1 field supplied wiring.
- 12) **Heat rejection interlock** - On any call for compressor operation, normally open dry contact is closed across terminals 70 & 71 to heat rejection equipment. 1 AMP, 24VAC max load. Use Class 1 field supplied wiring.

CANbus ELECTRICAL CONNECTIONS

- 13) **CANbus connector** – Terminal block with terminals 49-1 (CAN-H) and 49-3 (CAN-L) + SH (shield connection). The terminals are used to connect the CANbus communication cable (provided by others) from the indoor unit to the Liebert MC Condenser.
- 14) **CANbus cable** – CANbus cable provided by others to connect to the outdoor condenser. No special considerations are required when the total external cable connection between the indoor unit and outdoor unit(s) is less than 450FT (137M). For total external cable connections greater than 450FT (137M) but less than 800FT (243M) a CANbus isolator is required. Contact the Factory.
 Cable must have the following specifications:
 - Braided shield or foil shield with drain wire
 - Shield must be wired to ground at indoor unit
 - 22-18AWG stranded tinned copper
 - Twisted pair (minimum 4 twists per foot)
 - Low Capacitance (15pF/FT or less)
 - Must be rated to meet local codes and conditions
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER
- 15) Do not run in same conduit, raceway, or chase as high voltage wiring.
- 16) For CANbus network lengths greater than 450FT (137M) call Factory.



LIEBERT CRV

ELECTRICAL FIELD CONNECTIONS DESCRIPTIONS

300mm (12in.) MODELS

**SAFETY INSTRUCTIONS: READ ALL SAFETY MESSAGES IN USER MANUAL
BEFORE STARTING ELECTRICAL CONNECTIONS**

ELECTRICAL CONNECTIONS FOR OPTIONAL FEATURES (See unit views for item callouts)

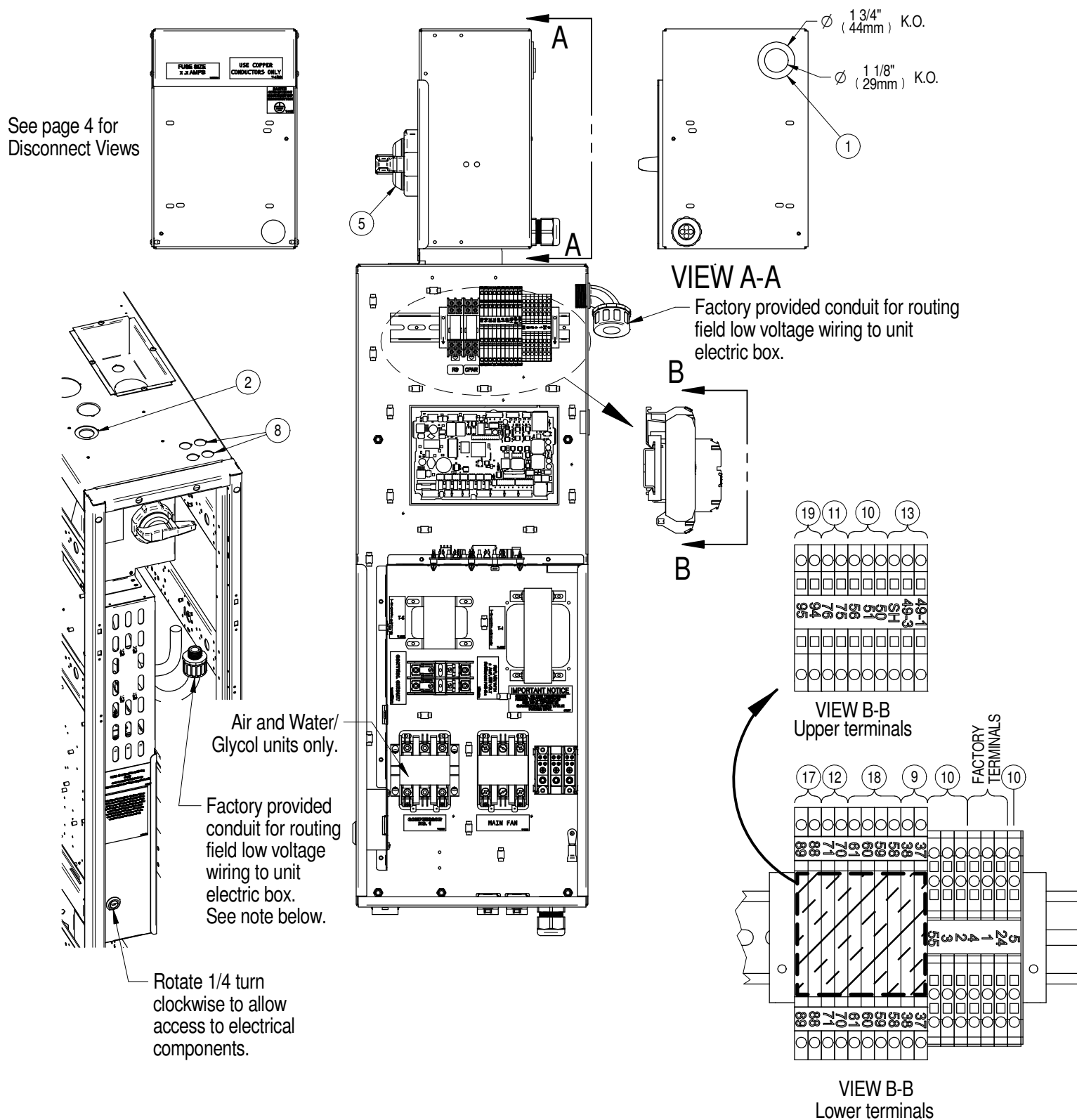
- 17) **Condensate pump high water alarm** (available when optional pump is installed) - On pump high water indication, normally open dry contact is closed across terminals 88 & 89 for remote indication. 1 AMP, 24VAC max load. Use Class 1 field supplied wiring.
- 18) **LiquiTect shutdown and dry contact** (available when optional LiquiTect sensor is installed) – On LiquiTect activation, normally open dry contact is closed across terminals 58 & 59 for remote indication. The LiquiTect sensor notifies iCOM of indication through terminals 60 & 61. 1 AMP, 24VAC max load. Use Class 1 field supplied wiring.
- 19) **Additional Common Alarm** – On any alarm, one additional normally open dry contact is closed across terminals 94 & 95 for remote indication. 1 AMP, 24VAC max load. Use Class 1 field supplied wiring.



LIEBERT CRV

ELECTRICAL FIELD CONNECTIONS DESCRIPTIONS

300mm (12in.) MODELS



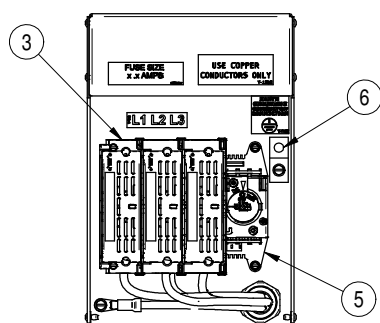


LIEBERT CRV

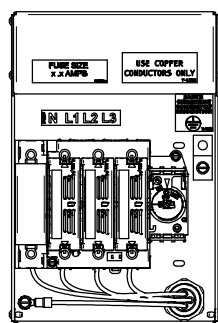
ELECTRICAL FIELD CONNECTIONS DESCRIPTIONS

300mm (12in.) MODELS

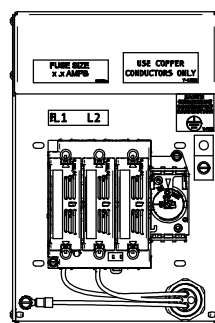
DISCONNECT VIEWS



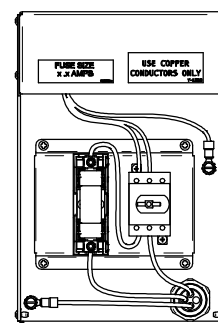
208/230V 3 phase



460V wye
(3 phase + neutral + ground)



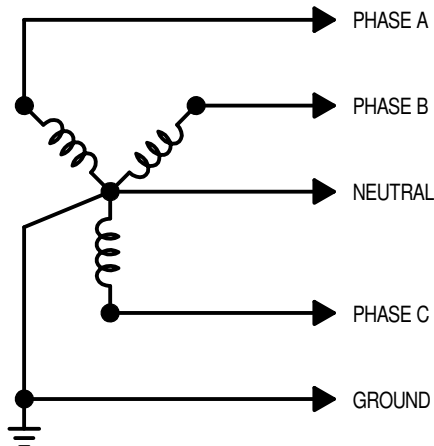
208/230V 1 phase
(CW only)



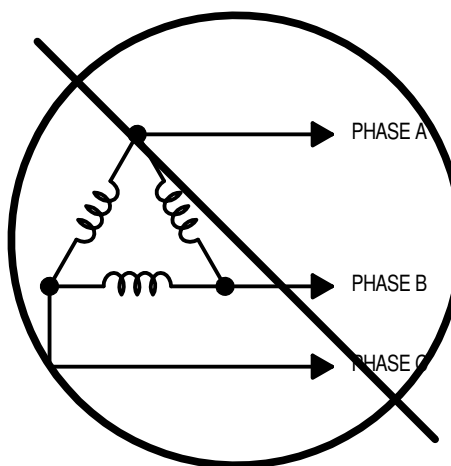
120V cord connected
(CW only)

POWER SUPPLY REQUIREMENTS FOR 460V CRV 300 mm (12in.) UNITS

460V Wye Power Supply Connection **(3 phase + Neutral + Ground)**



460V Delta Power Supply Connection



NOTE

The 460 volt Liebert CRV 300 mm (12in.) unit is designed to operate with Wye-connected power with a solidly grounded neutral. It will not operate properly with Wye-connected power with high-resistance (or impedance) ground or with Delta-connected power.

Acceptable Power Supplies—480V Nominal Units

- 480V wye with solidly grounded neutral and 277V line-to-neutral

Unacceptable Power Supplies— 480V Nominal Units

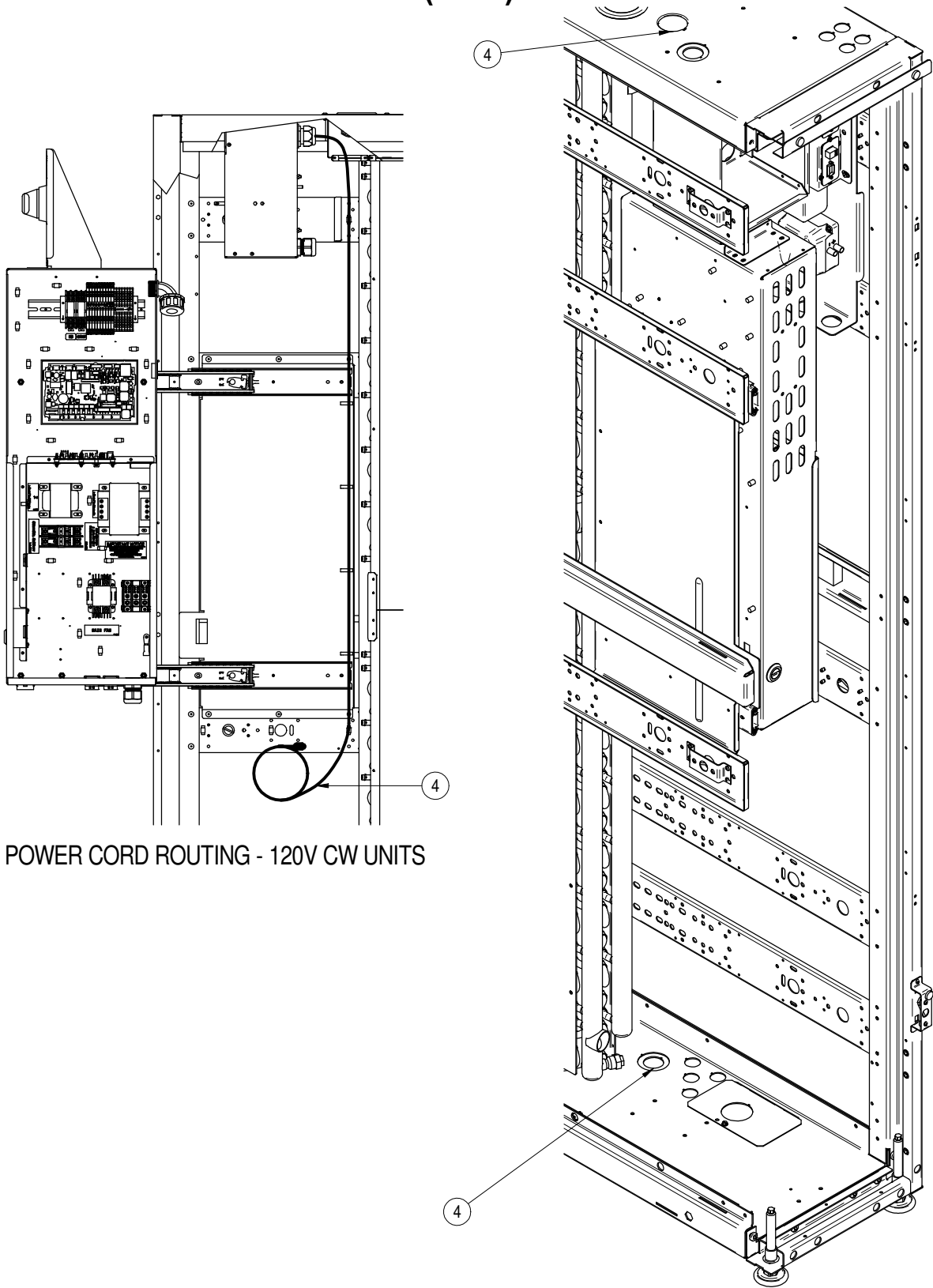
- Wye with high-resistance (or impedance) ground
- Delta without ground or with floating ground
- Delta with corner ground
- Delta with grounded center tap



LIEBERT CRV

ELECTRICAL FIELD CONNECTIONS DESCRIPTIONS

300mm (12in.) MODELS

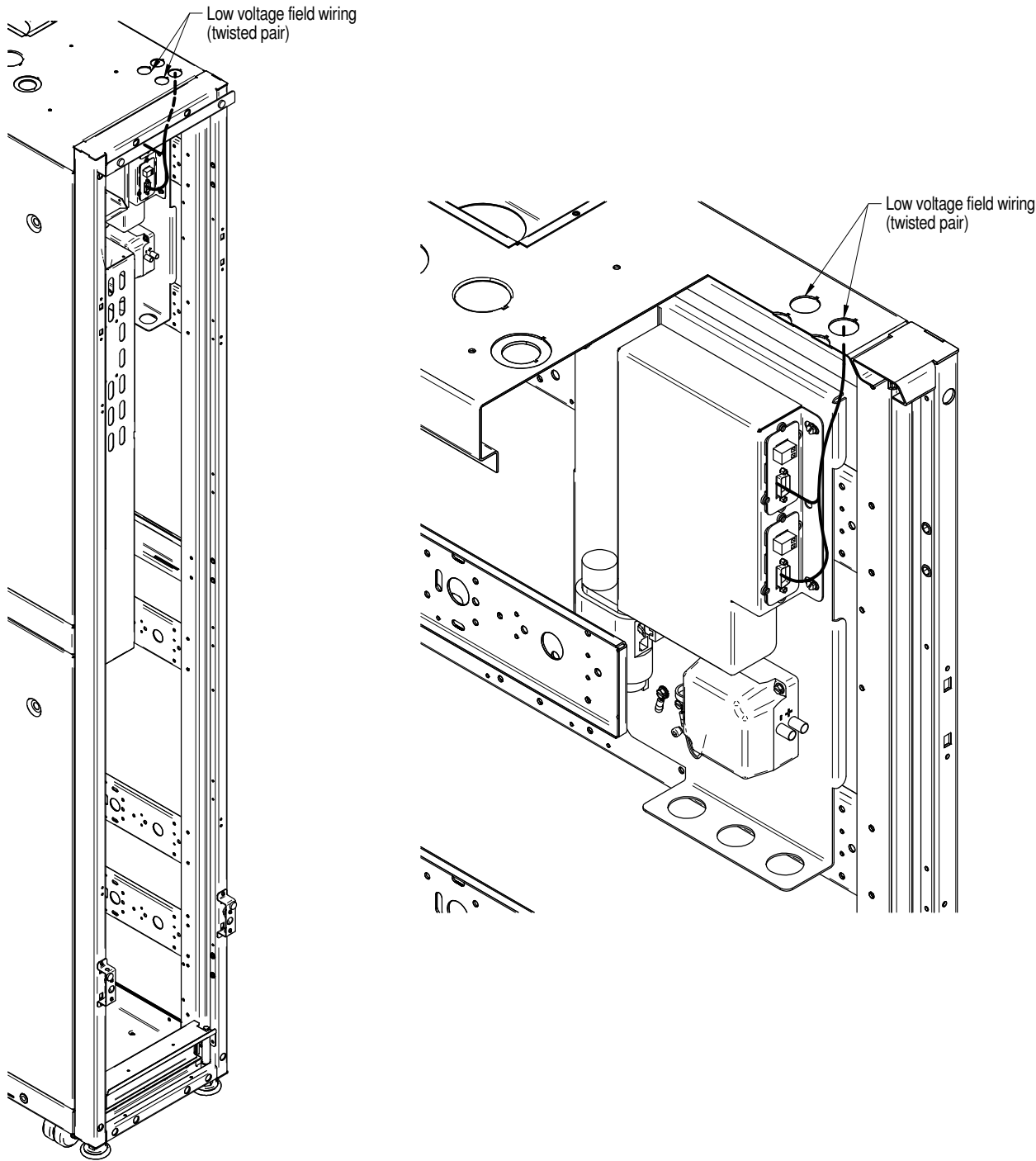


MAIN POWER CORD ROUTING - 120V CW UNITS



LIEBERT CRV

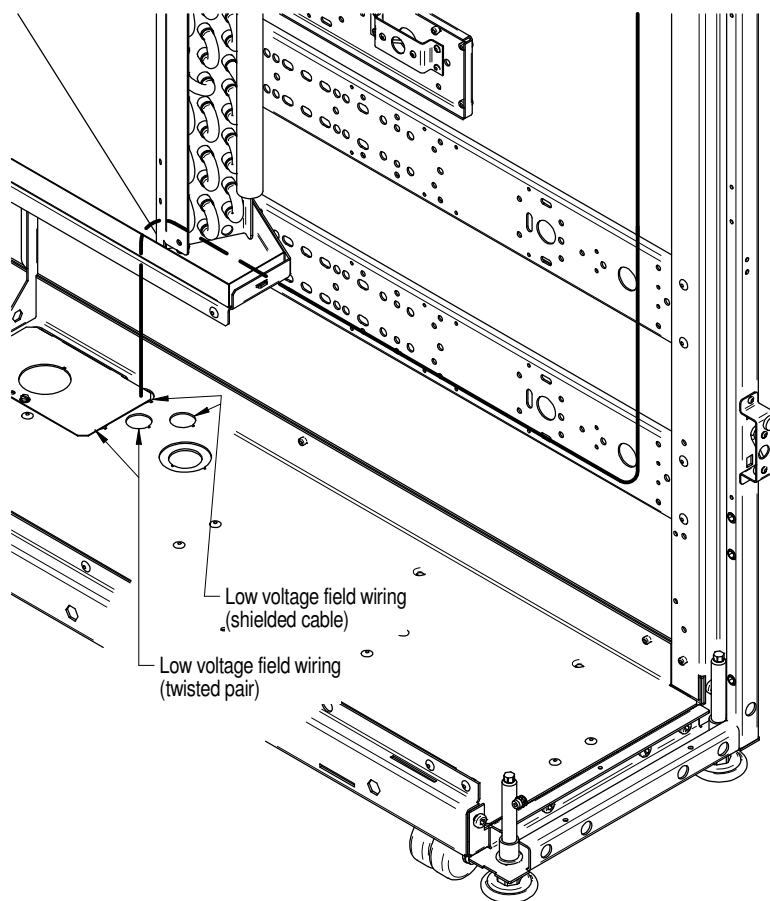
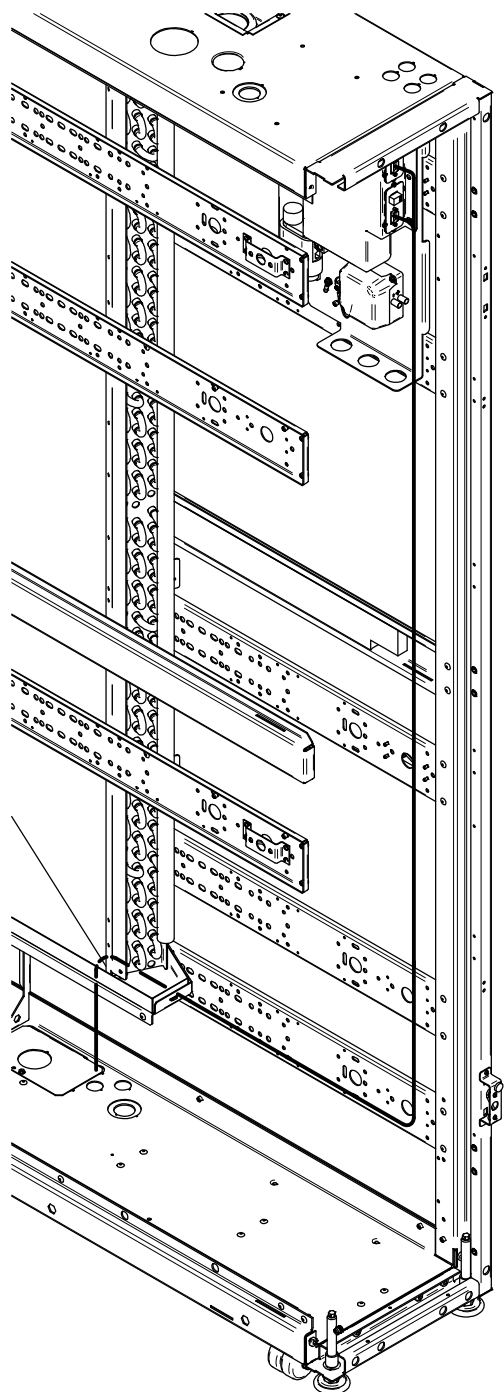
INTELLISLOT CABLE CONNECTION PATHS INTELLISLOT WIRE ROUTING TOP OF UNIT 300mm (12in.) ALL MODELS





LIEBERT CRV

INTELLISLOT CABLE CONNECTION PATHS INTELLISLOT WIRE ROUTING BOTTOM OF UNIT 300mm (12in.) AIR, WATER/GLYCOL COOLED MODELS

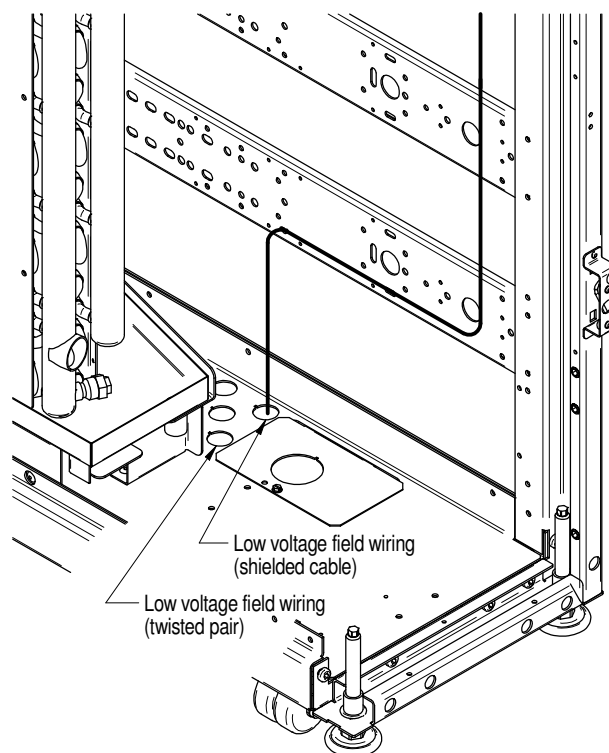
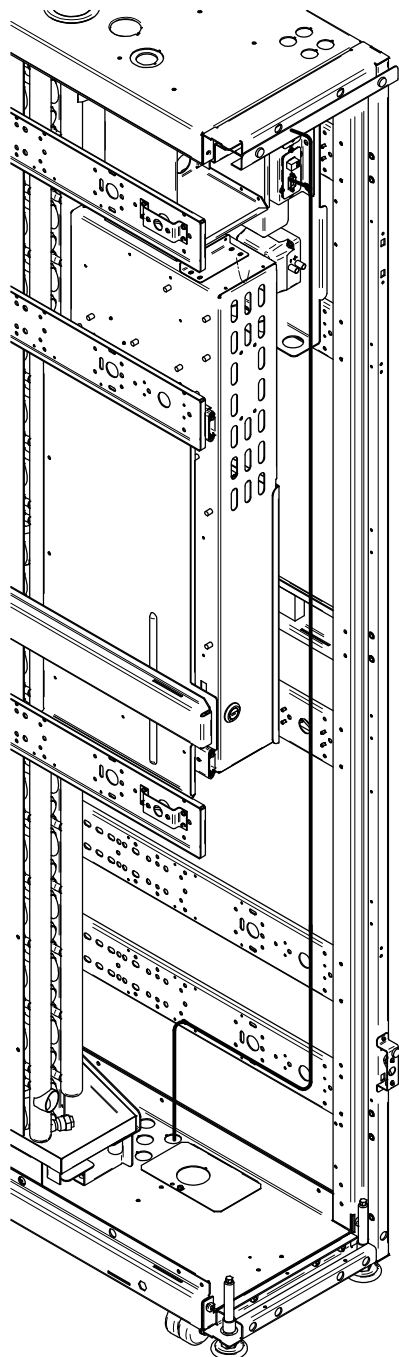


Secure tie the field wiring shielded cable to the rail. Route the shielded cable up toward the Intellislots and fasten to the side rails as needed.



LIEBERT CRV

INTELLISLOT CABLE CONNECTION PATHS INTELLISLOT WIRE ROUTING BOTTOM OF UNIT 300mm (12in.) CHILLED WATER MODELS



Secure the shielded cable to the rail.
Route the shielded cable up toward
the Intellislots and fasten to the side
rails as needed.

LIEBERT® INTELLISLOT™ UNITY PLATFORM CARDS

Product Specification/Installation Guide



The Liebert IntelliSlot Unity Platform brings SNMP, BACnet IP, BACnet MSTP, Modbus TCP, Modbus RTU, YDN23 and Web management capability to many models of Vertiv's power and cooling equipment. The cards employ Ethernet and RS-485 networks to monitor and manage a wide range of operating parameters, alarms and notifications. The card also supports communication for LIFE™ Services by VERTIV.

ADDITIONAL FEATURES

- SNMPv1, SNMPv2c and SNMPv3 with MIB-II support
- HTTP/HTTPS 1.1
- BootP
- DHCP per RFC2131/2132
- Remote firmware updates via a Web browser
- IPv6 support for HTTP/HTTPS, DHCPv6, e-mail, SMS, SNMP v1/v2c/v3 and Modbus TCP

- Liebert SN Environmental Sensor Support (Web, SNMP, SMS and SMTP): Temperature, Humidity, Door Closure, Contact Closure and Leak Detection: Liebert SN-2D, Liebert SN-3C, Liebert SN-L, Liebert SN-T, Liebert SN-TH, Liebert SN-Z01, Liebert SN-Z02 and Liebert SN-Z03

IntelliSlot Unity cards are a form, fit, and function replacement for several Liebert IntelliSlot Web and 485 cards.

COMPATABILITY with Liebert Equipment

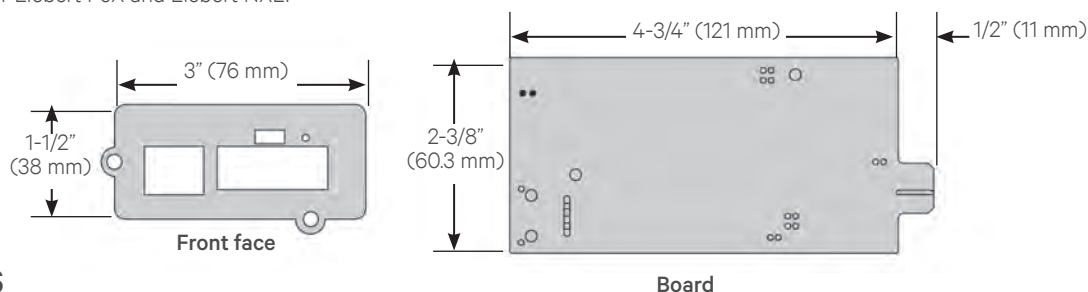
IntelliSlot Card	Compatible with			
IS-UNITY-DP	Alber BDSU-50™	Liebert Deluxe System/3™	Liebert GXT3™	Liebert PeX™ *
IS-UNITY-SNMP	Liebert APM™	Liebert DS™	Liebert GXT4™	Liebert PPC™
IS-UNITY-LIFE	Liebert APS™	Liebert DSE™	Liebert HPC™	Liebert RDC™
	Liebert Challenger 3000™	Liebert EPM™	Liebert HPC-S/M/R/W/Generic™	Liebert RX™
	Liebert CRV™	Liebert EXC™	Liebert HPM™	Liebert XDC™
	Liebert CW™	Liebert eXL™	Liebert NX™ 225-600 kVA	Liebert XDP™
	Liebert DCL™	Liebert EXL™ S1	Liebert NXC™	Liebert XDP-Cray™
	Liebert DCP™	Liebert eXM™	Liebert NXL™ *	
		Liebert FDC™	Liebert NXR™	
		Liebert FPC™	Liebert PCW™/PDX™	

* YDN23 supported only for Liebert PeX and Liebert NXL.

COMPATABILITY with Communication Protocols

Liebert IntelliSlot Card	Life Services Support	Communication Protocol							
		HTTP HTTPS	Velocity Protocol	Email	SMS	SNMP v1, v2c, v3	BACnet IP BACnet MSTP	Modbus TCP Modbus RTU	YDN23*
S-UNITY-DP	✓	✓	✓	✓	✓	✓	✓	✓	✓
IS-UNITY-SNMP	✓	✓	✓	✓	✓	✓	—	—	—
IS-UNITY-LIFE	✓	✓	✓	✓	✓	—	—	—	—

* YDN23 supported only for Liebert PeX and Liebert NXL.

DIMENSIONS**SPECIFICATIONS**

Power Requirements	DC Inputs	7 to 12 VDC
	Power Consumptions:	3.6 W maximum
Dimensions, W x D x H	2.97 x 5.2 x 1.45 in. (75.5 x 15 x 37 mm)	
Weight (assembled)	Net:	7 oz (0.2 kg)
	Shipping:	1.3 lb (0.6 kg)
Ambient Operating Environment	32 to 104°F (0 to 40°C); 10% to 90% RH (non-condensing)	
Ambient Storage Temperature	-4 to 140°F (-20 to 60°C)	
Communication Ports	Ethernet Communication	RJ-45 (LIFE™ Services requires a network connection to the Internet)
	RJ-45 (RJ-45 to 2-position terminal-block adapter)	

WIRING

10/100 Mb/s Ethernet connector	Standard Category 5E Cable	328 ft. (100m)
RJ-45 - One-Wire Connector	Liebert® Integrated One-Wire Sensor Cable or 2m Cat 5E to Modular 1-Wire	65.6 ft. (20m)

VertivCo.com | Vertiv Headquarters, 1050 Dearborn Drive, Columbus, OH, 43085, USA

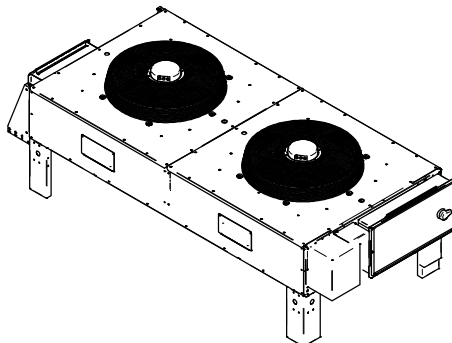
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LIEBERT MC CONDENSER

PREMIUM EFFICIENCY CONTROL STANDARD & OPTIONAL FEATURES



STANDARD FEATURES

COIL Liebert microchannel coils are all-aluminum construction. Tubes are created by extruding small parallel refrigerant flow paths into aluminum. Full-depth louvered aluminum fins fill spaces between the tubes. Tubes, fins and aluminum headers are oven-brazed to form a complete refrigerant-to-air heat exchange coil. Baffles are used in the headers to separate one coil slab into multiple passes as needed. Coils are factory leak tested at a minimum of 300 PSIG and dehydrated. Copper stub pipes are electric resistance welded to aluminum coils and joints are protected with polyolefin to seal joint from environmental corrosive elements. Hot gas and liquid lines are brazed to the stub pipes with spun closed ends for customer piping connections. Coil pipe assemblies are filled and sealed with a nitrogen holding charge for shipment. One coil is used per fan assembly.

FAN/MOTOR ASSEMBLY The fan/motor assembly is complete with external rotor motor, fan blades and fan/finger guard. Fan blades are constructed of stamped aluminum or steel extrusion coated with PP plastic. Fan guards are heavy gauge, close meshed, steel wire, coated with a black corrosion resistant finish. Fan terminal blocks located on the top of the fan guard with IP54 protection class. Fans are factory balanced and tested before shipment.

FAN MOTORS Fan motors are specifically designed for variable speed and have ball bearings. The EC fans provide internal overload protection through the built-in electronics. Each EC fan motor has built-in controller and communication module, linked via RS485 communication wire to each fan and the Premium Control Board. This allows each fan to receive and respond to precise fan speed inputs from the Premium control board.

PREMIUM EFFICIENCY FAN CONTROL The Liebert premium efficiency condenser control system is complete with control board, EC fan motor(s), refrigerant-pressure transducer(s), refrigerant-temperature thermistor(s), ambient-temperature thermistor, and motor overload protection in the factory wired control panel. The control board maintains EC fans on the same circuit to the same speed in order to maintain refrigerant head pressure. The control board receives a run signal from the compressor of the indoor unit via field-supplied low voltage interlock wires and field-supplied CANbus communication wires from the indoor unit iCOM. The control system provides refrigerant head pressure and system starting for outdoor ambient temperature as low as -30°F (-35 °C), provided the total temperature design range (from minimum to maximum) is 125°F (70°C) or less.

HOUSING The condenser housing is constructed of bright aluminum sheet and divided into individual fan sections by full width baffles. Internal structural support members, including coil support frame, are galvanized steel for strength and corrosion resistance. Panel doors are provided on two sides of each coil/fan section to provide for coil cleaning. Aluminum legs are provided with rigging holes for hoisting the unit into position.

COMMUNICATION The Premium Efficiency Control communicates with the iCOM control of the indoor Liebert unit using field supplied CANbus wires. The communication link allows for condenser alarm condition communication to iCOM, communication of other measurable items on the condenser, and fan control features to improve efficiency, sound and wintertime operation based on iCOM programming.

UNIT DISCONNECT SWITCH Locking unit disconnect switch is factory installed and wired in attached condenser control section.

OPTIONAL FEATURES

LIEBERT LEE-TEMP LOW AMBIENT CONTROL Lee-Temp receiver kits can be added to achieve head pressure control down to minimum ambient temperatures of -30 °F (-34 °C). The premium efficiency fan control when used with the Liebert Lee-Temp receiver kits runs the fan(s) at lower speeds during cold temperatures saving fan energy.

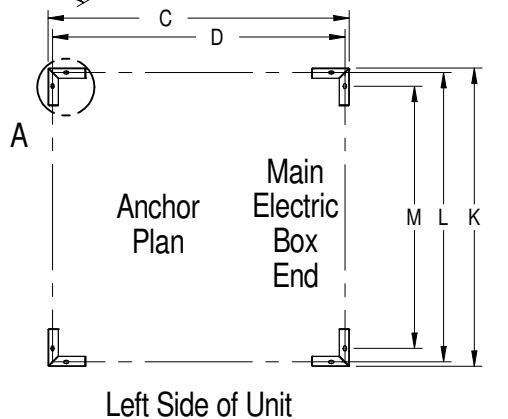
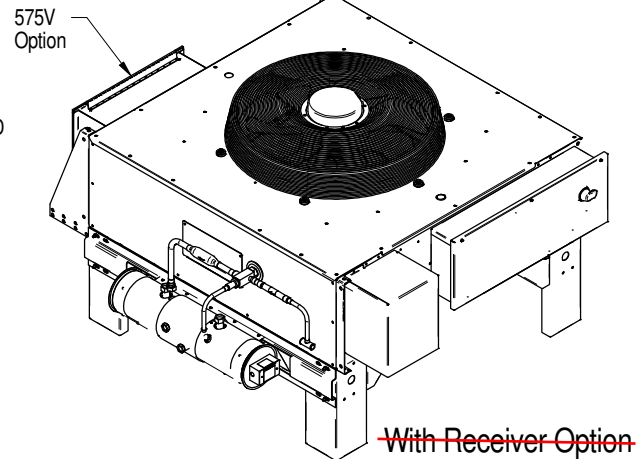
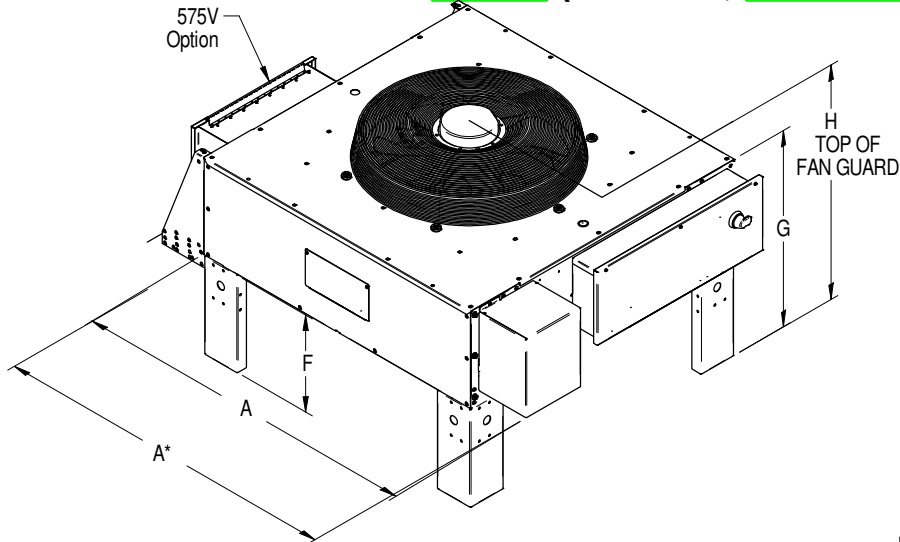
575V POWER SUPPLY The factory installed condenser option will include a secondary enclosure, a 575V-to-480V, 3 phase, step down transformer, secondary fuses for the transformer, and all wiring between the main and secondary electrical enclosures. Site power connections will be made in the main electrical enclosure and the secondary enclosure will be located on the condenser end opposite of the main electrical enclosure.



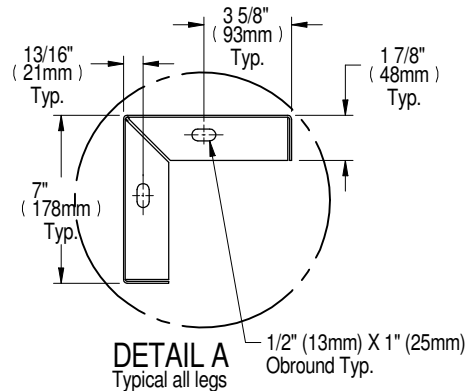
LIEBERT MC CONDENSER

CABINET & ANCHOR DIMENSIONAL DATA

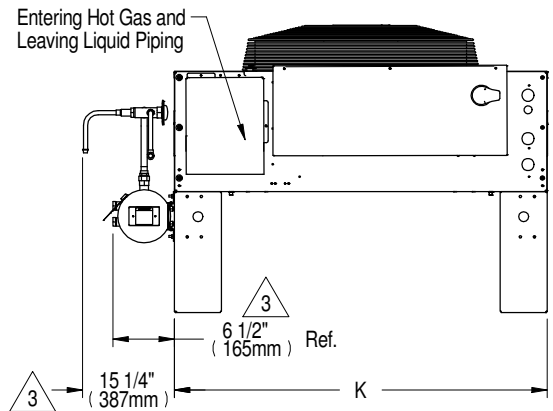
1 FAN (MCS028, **MCM040**, MCL055)



Left Side of Unit



DETAIL A
Typical all legs



Front View (Lee-Temp Shown)

Note:

- Liebert recommends a clearance of 36" (915mm) on each side for proper operation and component access.
- Cross Bracing required for legs longer than 18" (457.2mm). Quantity varies per model & options selected.
- For PDX w/EEV systems & unheated refrigerant receivers, 6-1/2" (165mm) is 9-1/4" (235mm) and 15-1/4" (387) is not applicable.

LIEBERT MODEL NUMBER	F in. (mm) (LEG HEIGHT DIMENSIONS) ²			
	18 (457)	36 (914)	48 (1219)	60 (1524)
MCS028				
MCM040				
DIM "G"	31-5/8 (803)	49-5/8 (1260)	61-5/8 (1565)	73-5/8 (1870)
DIM "H"	39-5/8 (1006)	57-5/8 (1464)	69-5/8 (1768)	81-5/8 (2073)
MCL055				
DIM "G"	35-7/8 (911)	53-7/8 (1368)	65-7/8 (1673)	77-7/8 (1978)
DIM "H"	43-5/8 (1108)	61-5/8 (1565)	73-5/8 (1870)	85-5/8 (2175)

LIEBERT MODEL NUMBER	A in (mm)	A* in (mm) (575V ONLY)	C in (mm)	D in (mm)	K in (mm)	L in (mm)	M in (mm)
MCS028	50-5/8 (1287)	58-7/8 (1495)	44-1/8 (1120)	42-1/2 (1080)	42-1/2 (1080)	40-7/8 (1038)	35-7/8 (910)
MCM040	57-3/16 (1453)	65-3/8 (1661)	48 (1219)	46-5/16 (1177)	46 (1168)	44-3/8 (1127)	39-5/16 (999)
MCL055	68 (1727)	77 (1956)	56 (1422)	54-3/8 (1381)	55-1/2 (1410)	53-7/8 (1368)	48-3/4 (1238)



LIEBERT MC CONDENSER

CONDENSER AND OPTION WEIGHT DATA, lb(kg)

Size		Small (MCS)		Medium (MCM)			
Condenser Model		MCS028	MCS056	MCM040	MCM080		MCM160
Refrigerant Circuits		1	2	1	1	2	2
Condenser Dry Weight	18" Leg	154 (70)	270 (122)	231 (105)	441 (200)	441 (200)	860 (390)
	36" Leg	286 (130)	419 (190)	363 (165)	590 (268)	590 (268)	1066 (484)
	48" Leg	318 (144)	451 (205)	395 (179)	622 (282)	622 (282)	1114 (505)
	60" Leg	349 (158)	482 (219)	426 (193)	653 (296)	653 (296)	1160 (526)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)		45 (20)	45 (20)		
Lee-Temp		55 (25)	110 (50)	55 (25)	100 (45)	110 (50)	220 (100)
DSE Receiver DA050/080/085							88 (40)
DSE Receiver DA125/150/165							184 (83)
575V Transformer		55 (25)	65 (29)	60 (27)	70 (32)	70 (32)	80 (36)
Coated Coil		4 (2)	8 (4)	5 (2)	10 (5)	10 (5)	20 (9)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	40 (18)	40 (18)	40 (18)	57 (26)

Size		Large (MCL)					
Condenser Model		MCL055	MCL110		MCL165	MCL220	
Refrigerant Circuits		1	1	2	1	1	2
Condenser Net weight	18" Leg	344 (156)	602 (273)	602 (273)	891 (404)	1186 (538)	1186 (538)
	36" Leg	486 (220)	766 (347)	766 (347)	1136 (515)	1453 (659)	1453 (659)
	48" Leg	518 (235)	798 (362)	798 (362)	1184 (537)	1501 (681)	1501 (681)
	60" Leg	549 (249)	829 (376)	829 (376)	1230 (558)	1547 (702)	1547 (702)
Additional Weight for Options							
PDX-EEV Receiver		45 (20)					
Lee-Temp		60 (27)	115 (52)	120 (54)	175 (79)	215 (98)	240 (109)
DSE Receiver DA050/080/085				45 (20)	90 (41)	45 (20)	90 (41)
DSE Receiver DA125/150/165				94 (43)	188 (85)	94 (43)	188 (85)
575V Transformer		67 (30)	77 (35)	77 (35)	118 (54)	118 (54)	118 (54)
Coated Coil		8 (4)	16 (7)	16 (7)	24 (11)	32 (15)	32 (15)
Seismic/Wind Bracing 18" legs		40 (18)	40 (18)	41 (19)	57 (26)	57 (26)	57 (26)

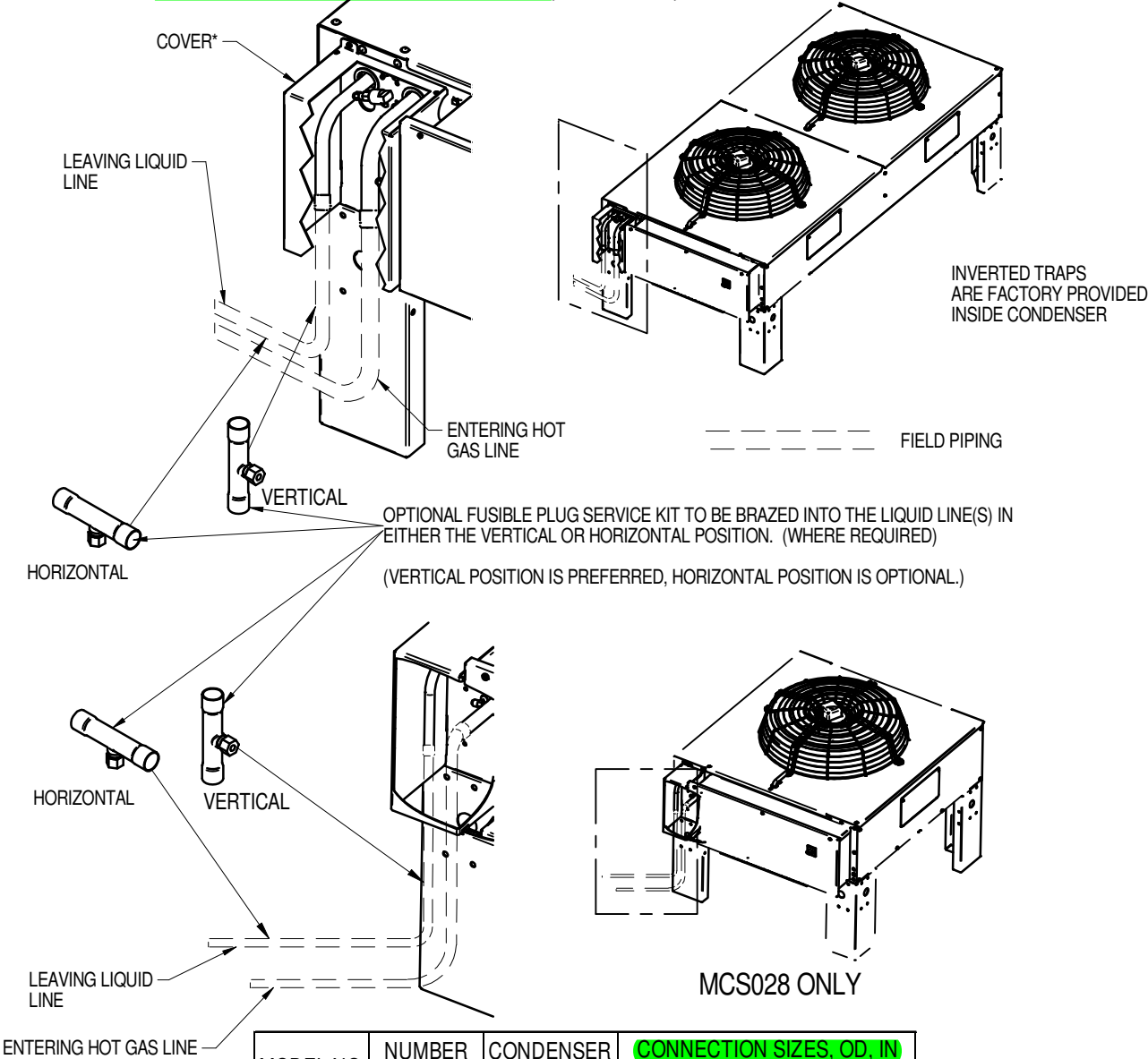
Total weight is the sum of 'Condenser' + ('PDX-EEV Receiver' or 'Lee-Temp' or 'DSE Receiver 050/080/085' or 'DSE Receiver 125/150/165') + 'Coated Coil' + '575V Transformer' + 'Seismic/Wind Bracing'



LIEBERT MC CONDENSER

PIPING DIMENSIONAL DATA

SINGLE CIRCUIT 1 FAN, 2 FAN, 3 FAN & 4 FAN UNITS



MODEL NO.	NUMBER OF FANS	CONDENSER CIRCUITS	CONNECTION SIZES, OD, IN	
			HOT GAS LINE	LIQUID LINE
MCS 028	1	1	7/8	5/8
MCM 040	1	1	7/8	5/8
MCM 080	2	1	1-1/8	7/8
MCL 055	1	1	1-1/8	7/8
MCL 110	2	1	1-3/8	1-1/8
MCL 165	3	1	1-3/8	1-1/8
MCL 220	4	1	1-5/8	1-3/8

* SHIPPING COVER IS NOT NECESSARY FOR PROPER CONDENSER OPERATION AND MAY BE RECYCLED IF FIELD PIPING INTERFERES WITH PROPER REATTACHMENT.



LIEBERT AIR COOLED SYSTEMS

RECOMMENDED REFRIGERANT LINE SIZES CU, OD LIEBERT AIR-COOLED SYSTEMS USING R-410A

System Fluid : R-410A		Any Compressor Type				
Indoor Model	Equivalent Length	50 ft (15m)	100 ft (30m)	150 ft (45m)	300 ft (91m)	450ft (137m)
CR019RA/ CR020RA	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
CR035RA	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	3/4	3/4	3/4	7/8	
PX011	Hot Gas Line, in.	1/2	5/8 ²	5/8 ²	5/8 ²	
	Liquid Line, in.	3/8	1/2	1/2	1/2	
PX018	Hot Gas Line, in.	5/8	5/8	5/8	3/4 ²	
	Liquid Line, in.	1/2	1/2	1/2	5/8	
PX023	Hot Gas Line, in.	3/4	3/4	3/4	7/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	5/8	
PX029	Hot Gas Line, in.	7/8	7/8	7/8	1-1/8 ²	
	Liquid Line, in.	5/8	5/8	5/8	3/4	
DA050 / DA080/ DA085	Hot Gas Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA125	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	7/8	7/8	7/8	7/8 ³
DA150	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA165	Hot Gas Line, in.	1-3/8	1-3/8	1-3/8	1-3/8	1-3/8 ³
	Liquid Line, in.	7/8	1-1/8	1-1/8	1-1/8	1-1/8 ³
DA250	Hot Gas Line, in.	1-5/8	1-5/8	1-5/8 ⁴	1-5/8 ⁴	
	Liquid Line, in.	1-3/8	1-3/8	1-3/8 ⁴	1-3/8 ⁴	

System Fluid: R-410A		Digital Scroll Models				
Indoor Model	Equivalent Length	50 ft (15m)	75 ft (23m)	100 ft (30m)	125 ft (38m)	150 ft (45m)
MT060	Suction Line, in.	1-1/8	1-1/8	1-1/8	1-1/8	1-1/8
	Liquid Line, in.	1/2	5/8	5/8	5/8	5/8
MT048	Suction Line, in.	7/8	1-1/8 ²	1-1/8 ²	1-1/8 ²	1-1/8 ²
	Liquid Line, in.	1/2	1/2	5/8	5/8	5/8

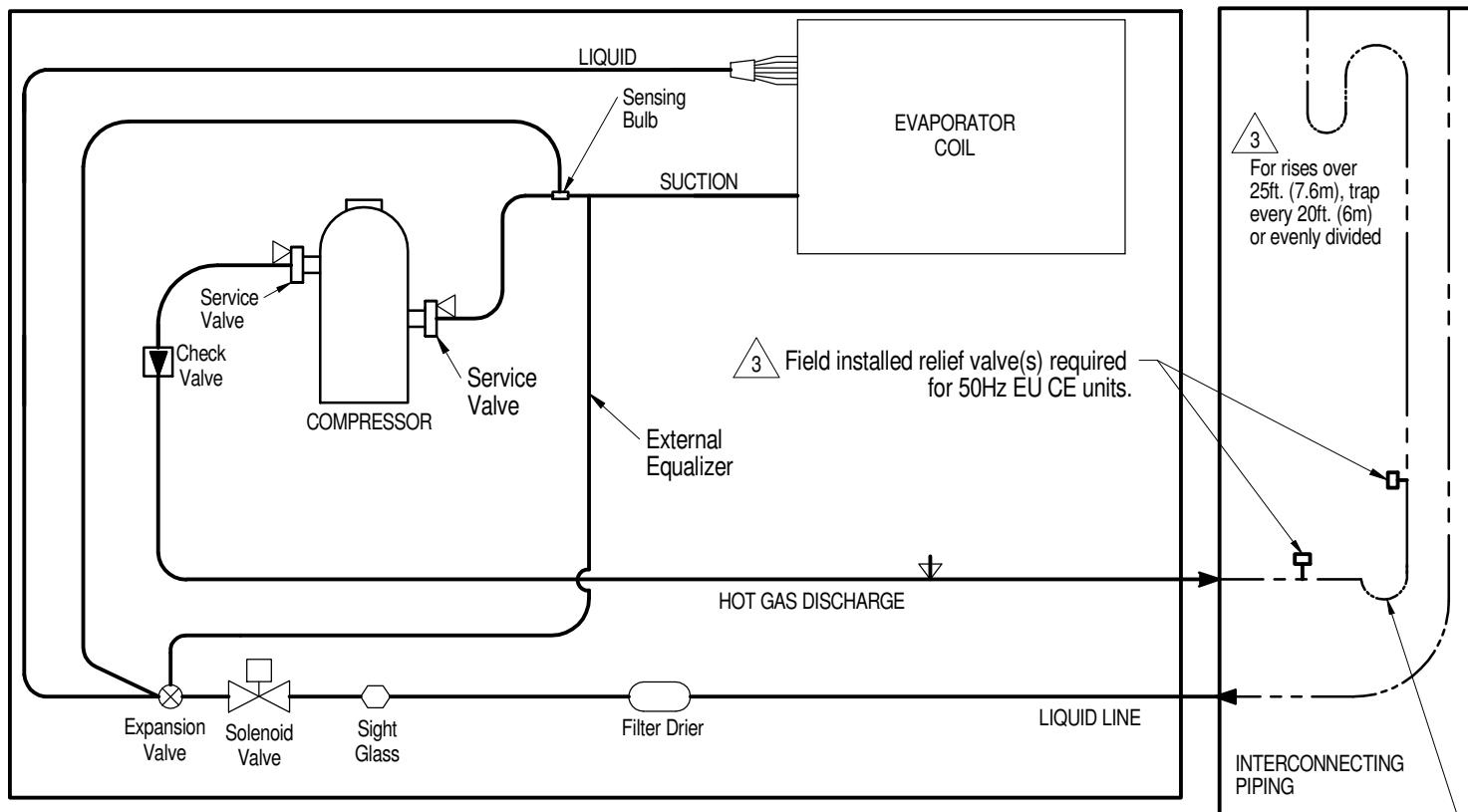
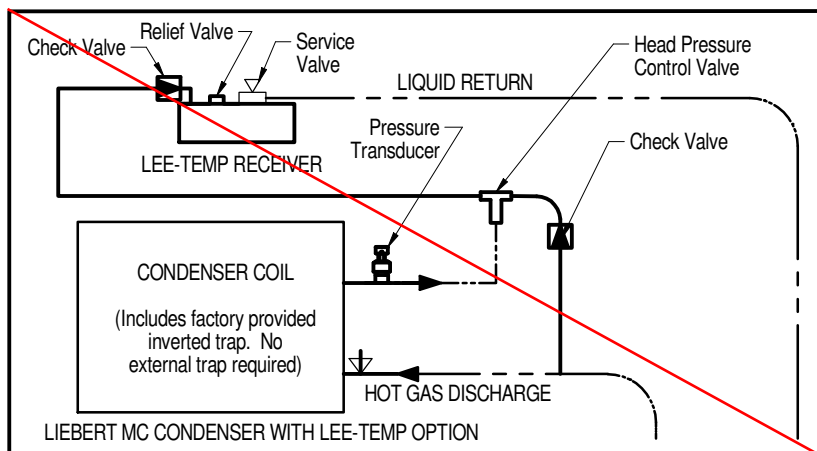
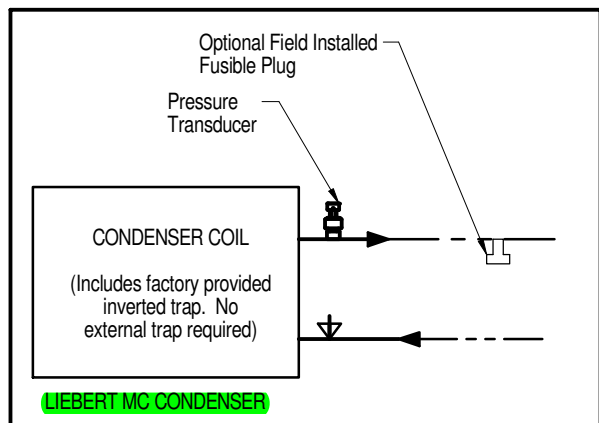
Notes:

1. Consult factory for proper line sizing for runs longer than maximum equivalent length shown in table.
2. Must downsize vertical riser one trade size (1-1/8" to 7/8" or 7/8" to 3/4" or 3/4" to 5/8" or 5/8" to 1/2").
3. Consult factory when actual pipe length between condenser/EconoPhase and Liebert DSE unit will exceed 300 ft (91 m).
4. Liebert DA250 unit can be extended to max 200' linear or 300' equivalent.



LIEBERT MC CONDENSER

TYPICAL PIPING SCHEMATIC FOR AIR-COOLED DX SYSTEMS



————— FACTORY REFRIGERANT PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION NO VALVE CORE

- - - - - FIELD PIPING

▽ SERVICE/SCHRADER (ACCESS) CONNECTION WITH VALVE CORE

Notes:

1. Single refrigeration circuit shown for clarity.
2. Schematic representation shown. Do not use for specific connection locations.

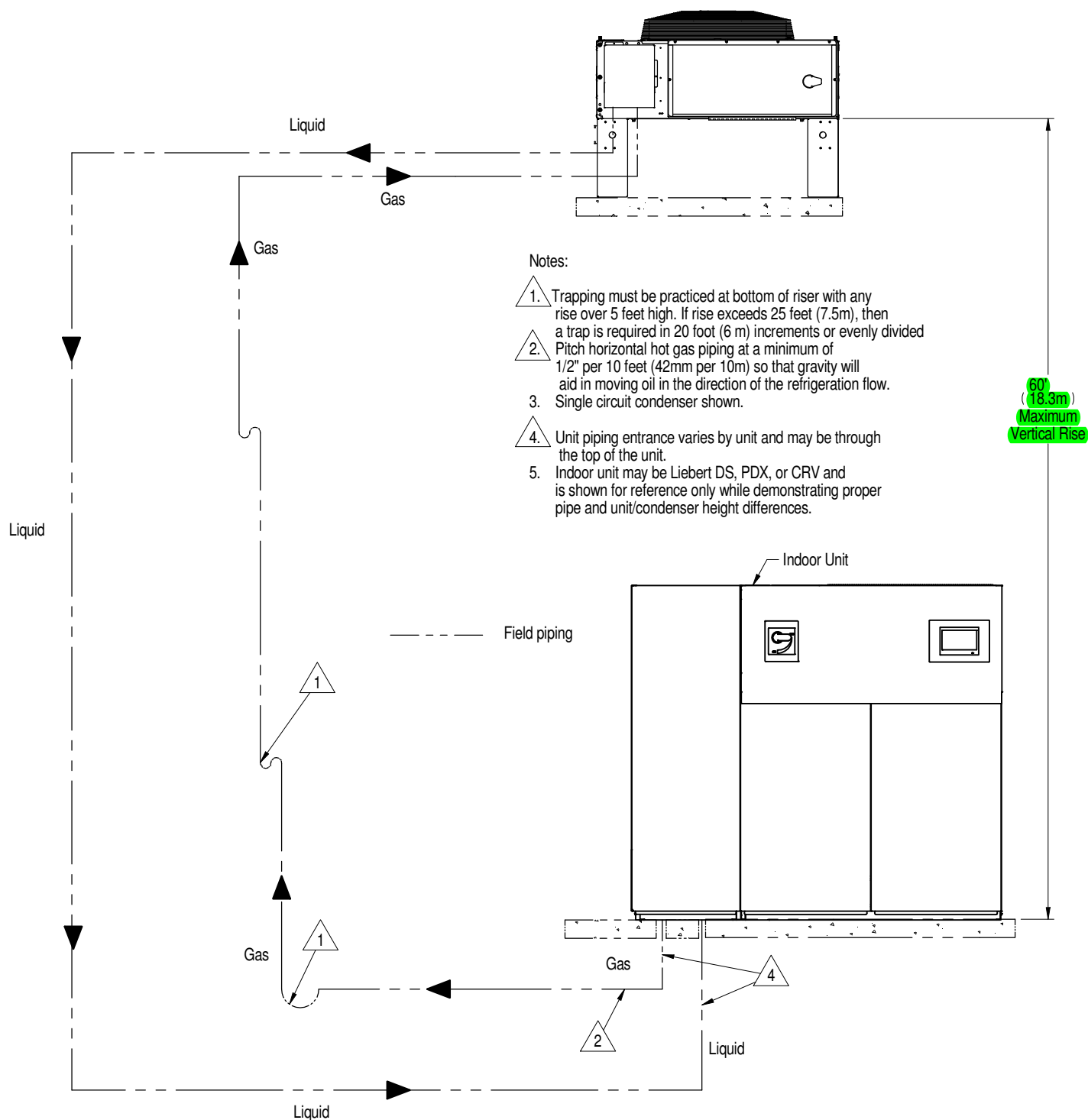
3. Components are not supplied by Liebert, but are required for proper operation and maintenance.

4. Traps must be installed and horizontal lines pitched to ensure proper oil return and to reduce liquid floodback to compressor. Pitch horizontal hot gas piping at a minimum of 1/2" per 10 feet (42mm per 10m) so that gravity will aid in moving oil in the direction of the refrigeration flow.
5. Do not isolate any refrigeration circuits from over pressurization protection.



LIEBERT MC CONDENSER

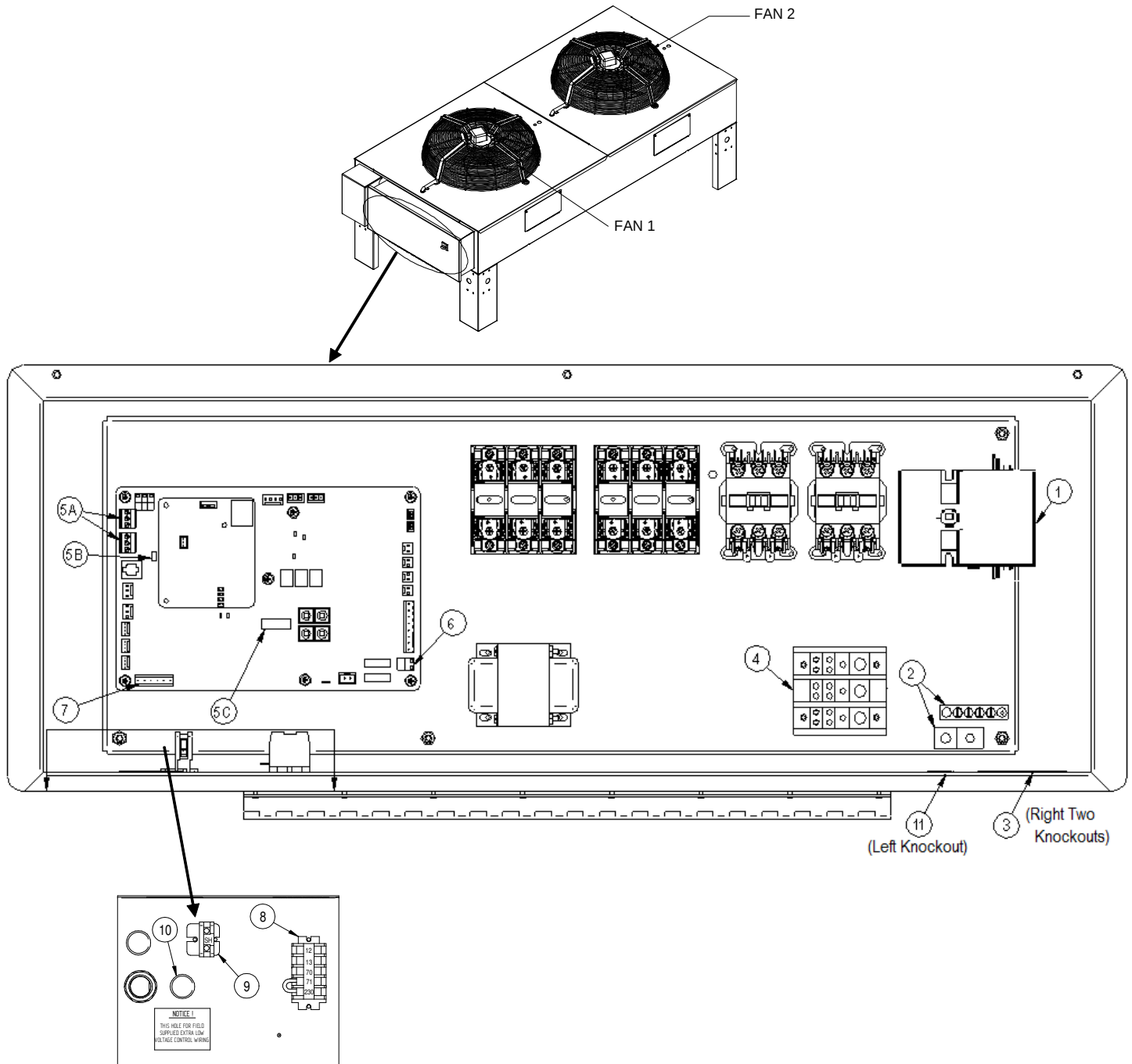
AIR COOLED PIPING SCHEMATIC CONDENSER ABOVE INDOOR UNIT





LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL



KEY ELECTRICAL DETAILS:

- Three phase electrical service** – Terminals are on top of disconnect switch for one and two fan units. Terminals are on bottom of disconnect switch for three and four fan units. Three phase service not by Liebert. See note 5.
- Earth ground** – Field lug terminal for earth ground connection. Ground terminal strip for fan motor ground connection.
- Primary high voltage entrance** – Two 7/8" (22.2mm) diameter knockouts located at the bottom of the enclosure.
- SPD field connection terminals** – High voltage surge protective device (SPD) terminals. SPD is an optional device.



LIEBERT MC CONDENSER

ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5) CANbus terminal connections – Field terminals for CANbus cable connection.

- 5A is the CANbus connectors.
 - o TB49-1 is the input terminal for CANbus high.
 - o TB49-3 is the input terminal for CANbus low.
 - o TB50-1 is output terminal for CANbus high.
 - o TB50-3 is the output terminal for CANbus low.
 - o Each CANbus cable shield is connected to terminal “SH”, item 9.

• 5B is the “END OF LINE” jumper.

• 5C is the CANbus “DEVICE ADDRESS DIP SWITCH”. CANbus cable not by Liebert. See Note 2. (below)

6) Remote unit shutdown – Replace existing jumper between terminals TB38-1 and TB38-2 with field supplied normally closed switch having a minimum 75VA 24VAC rating. Use field supplied Class 1 wiring. (This is an optional feature that may be owner specified.)

7) Alarm terminal connections –

- a. Common Alarm Relay indicates when any type of alarm occurs. TB74-1 is common, TB74-2 is normally open, and TB74-3 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.
- b. Shutdown Alarm Relay indicates when condenser loses power, or when a critical alarm has occurred that shuts down the condenser unit. TB74-4 is common, TB74-5 is normally open, and TB74-6 is normally closed. 1 Amp 24VAC is the maximum load. Use Class 1 field supplied wiring.

8) Indoor unit interlock and SPD alarm terminals –

- a. On any call for compressor operation, normally open contact is closed across terminals 70 and 71 for Circuit 1, and normally open contact is closed across terminals 70 and 230 for Circuit 2 from indoor room unit.
- b. During SPD alarm, normally open contact is closed across terminals 12 & 13. SPD is an optional device.

9) CANbus shield terminal – Terminal for field shield connection of the CANbus field supplied cables. The shield of CANbus field supplied cables must not be connected to ground at the condenser.

10) Primary low voltage entrance – One 7/8” (22.2mm) diameter knockout that is free for customer low voltage wiring.

11) SPD entrance – One 7/8” (22.2mm) diameter knockout hole located at the bottom of the enclosure. High voltage surge protective device (SPD) is optional.

NOTES:

1. Refer to specification sheet for unit voltage rating, full load amp, and wire size amp ratings.
2. The CANbus wiring is field supplied and must be:
 - Braided shield or foil shield with drain wire
 - Shield must be wired to ground at indoor unit
 - 22-18AWG stranded tinned copper
 - Twisted pair (minimum 4 twists per foot)
 - Low Capacitance (15pF/FT or less)
 - Must be rated to meet local codes and conditions
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER
3. Do not run in same conduit, raceway, or chase as high voltage wiring.
4. For CANbus network lengths greater than 450FT (137M) call Factory.



LIEBERT MC CONDENSER

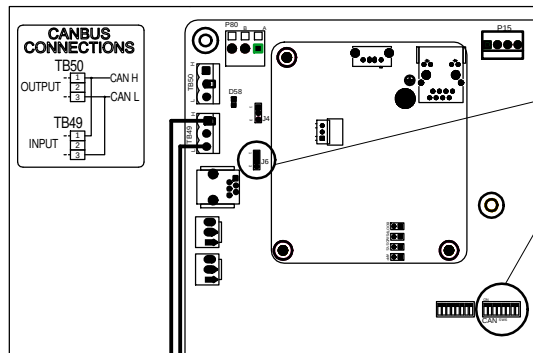
ELECTRICAL FIELD CONNECTIONS PREMIUM EFFICIENCY CONTROL

5. All wiring must be sized and selected for insulation case per NEC and other local codes.
6. Do not bend cables to less than four times the diameter of the cable.
7. Do not deform cables when securing in bundles or when hanging them.
8. Avoid running the cables by devices that may introduce noise, such as machines, fluorescent lights, and electronics.
9. Avoid stretching cables.
10. The electrically commutated (EC) motors included in the Liebert MC Condenser are suitable for connection to power supplies with a solidly grounded neutral or high resistance to ground or corner ground.
 - a. Acceptable power supplies for 208 to 575V nominal units:
 - 208V wye with solidly grounded neutral and 120V line to ground;
 - 380V wye with solidly grounded neutral and 220V line to ground;
 - 480V wye with solidly grounded neutral and 277V line to ground;
 - 575V wye with solidly grounded neutral and 332V line to ground (uses step-down transformer);
 - Wye with high resistance (or impedance) ground;
 - Delta with corner ground
 - b. Unacceptable power supplies for 208V to 575V nominal units:
 - Delta without ground or with floating ground;
 - Delta with grounded center tap.

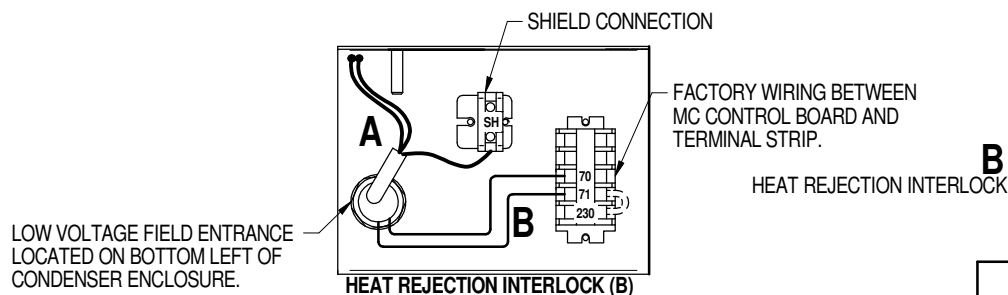


LIEBERT CRV

CANbus & INTERLOCK CONNECTIONS BETWEEN 300mm (12in.) UNIT & LIEBERT MC CONDENSER (PREMIUM)



DETAIL1
CAN CABLE CONNECTION (A)



COMPONENT NOTES:

1. COMPONENT APPEARANCE, ORIENTATION AND POSITIONING MAY VARY. TERMINAL NAMES AND CALLOUTS REMAIN CONSTANT.
2. ALL CIRCUITS TO THESE CONNECTION POINTS ARE CLASS 2.

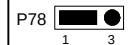
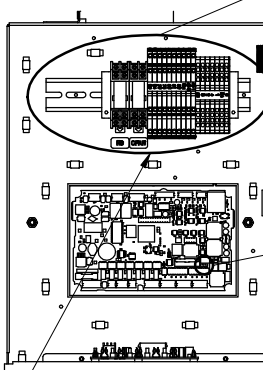
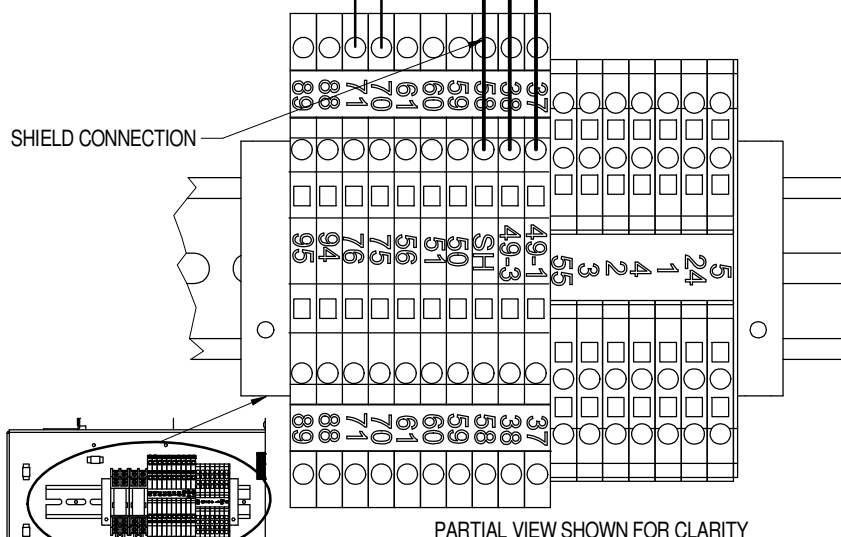
CAN & CABLE NOTES (A):

1. CABLE MUST HAVE THE FOLLOWING SPECIFICATIONS:
 - BRAIDED SHIELD OR FOIL SHIELD WITH DRAIN WIRE
 - SHIELD MUST BE WIRED TO GROUND AT INDOOR UNIT
 - 22-18AWG STRANDED TINNED COPPER
 - TWISTED PAIR (MINIMUM 4 TWISTS PER FOOT)
 - LOW CAPACITANCE (15pF/FT OR LESS)
 - MUST BE RATED TO MEET LOCAL CODES AND CONDITIONS.
 - EXAMPLES BELDEN 89207 (PLENUM RATED), OR ALPHA WIRE 6454 CATEGORY 5, 5E, OR HIGHER.
2. DO NOT RUN IN SAME CONDUIT, RACEWAY, OR CHASE AS HIGH VOLTAGE WIRING.
3. FOR CANBUS NETWORK LENGTHS GREATER THAN 450FT(137M) CONTACT FACTORY.

INTERLOCK WIRE NOTES (B):

1. FIELD SUPPLIED WIRE
 - 2 CONDUCTOR 18AWG OR GREATER
 - RATED 600V
2. RUN FIELD SUPPLIED WIRES BETWEEN THE INDOOR UNIT AND THE CONDENSER.

CRV300 INDOOR UNIT



P78 TERMINATION JUMPER
FACTORY SET TO PINS 2 AND 3,
FIELD MUST REMOVE JUMPER
AND REPLACE ON PINS 1 AND 2.

FACTORY WIRING BETWEEN ICOM AND TERMINAL STRIP.



LIEBERT MC CONDENSER

REFRIGERANT CHARGING INSTRUCTIONS FOR DX SYSTEMS WITHOUT LEE-TEMP RECEIVERS

Liebert MC Condenser Charging

The Liebert MC (microchannel) condensers are charge sensitive and require accurate calculation of the system charge to avoid overcharging. To avoid overcharge, additional guidelines are recommended to ensure trouble free operation.

- When charging system in an outdoor ambient below 50°F (10°C), re-check the subcooling against **Table 3** when the ambient is above 60°F (15.6°C)
 - The indoor space should be maintained at 70 – 80°F (21-26.7°C) return air before final charge adjustments are made.
 - Charging unit at greater than 80°F (26.7°C) return air may result in the unit being overcharged.
 - Charge by subcooling measurement at the indoor unit. See **Table 3** for target subcooling temperatures.
 - Pressure and temperature measuring instruments should be capable of measuring to ± 10 psig (68.9kPa) and $\pm 2^\circ\text{F}$ (1.1°C) for best subcooling measurement.
1. Check indoor nameplate for refrigerant type to be used. Unit control configurations differ depending on refrigerant type.
 2. Refrigerant charging requires unit operation. Refer to indoor unit user manual for **Checklist for Completed Installation**.
 3. Calculate the amount of charge for the system. Refer to the indoor unit user manual, and condenser and refrigerant line charge data in **Tables 1** and **2**.
 4. Accurately weigh in as much of the system charge as possible before starting the unit. Do not exceed the calculated charge by more than 0.5 lb (.23kg).

NOTICE

Risk of improper refrigerant charging. Can cause equipment damage.

Refrigerant R-407C and R-410A are blended refrigerants and must be introduced and charged from the cylinder only as a liquid.

When adding liquid refrigerant to an operating system, it may be necessary to add the refrigerant through the compressor suction service valve. Care must be exercised to avoid damage to the compressor. Liebert recommends connecting a sight glass between the charging hose and the compressor suction service valve. This will permit adjustment of the cylinder hand valve so that liquid can leave the cylinder while allowing vapor to enter the compressor.

NOTICE

Risk of refrigerant overcharge, Can cause equipment damage.

Do not charge Liebert MC condenser systems using clear sight glass as an indicator.

5. Turn on the Liebert MC disconnect switch.

6. Turn on the indoor unit disconnect switch. Operate the unit for 30 minutes using the charging function of the indoor unit control for each circuit of the system. The charging function is in the diagnostic section of the Liebert iCOM control (see Liebert iCOM user manual, SL-18835). The charging function operates the compressor(s) at full capacity and energizes the liquid line solenoid valve(s). The reheat and humidifier are disabled. Manual operation of the indoor fans from the diagnostic menu of the iCOM is required. A minimum 20psig (138kPa) must be established and maintained for the compressor to operate. The charging function can be reset as many times as required to complete unit charging.

Table 1 R-407C (R-22) and R-410A interconnecting piping refrigerant charge

Line Size O.D., in.	R-407C (R-22), lb/100 ft. (kg/30m)		R-410A, lb/100 ft. (kg/30m)	
	Hot Gas Line	Liquid Line	Hot Gas Line	Liquid Line
3/8	—	3.6 (1.6)	—	3.2 (1.4)
1/2	0.5 (0.2)	6.7 (3.0)	0.7 (0.3)	5.9 (2.7)
5/8	0.8 (0.4)	10.8 (4.8)	1.1 (0.5)	9.6 (4.3)
3/4	1.2 (0.5)	16.1 (7.2)	1.6 (0.7)	14.3 (6.4)
7/8	1.7 (0.8)	22.3 (10.0)	2.3 (1.0)	19.8 (8.8)
1-1/8	2.9 (1.3)	38.0 (17.0)	3.9 (1.7)	33.8 (15.1)
1-3/8	4.4 (2.0)	57.9 (25.9)	5.9 (2.6)	51.5 (23.0)
1-5/8	6.2 (2.8)	—	8.4 (3.7)	—

Data based on 50°F evap, 15°F superheat, 125°F SCT, 10°F subcooling



LIEBERT MC CONDENSER

REFRIGERANT CHARGING INSTRUCTIONS FOR DX SYSTEMS WITHOUT LEE-TEMP RECEIVERS

Table 2 R-407C (R-22) and R-410A refrigerant required, approximate

Condenser models	Single Circuit lb (kg)	Dual Circuit lb/circuit (kg/circuit)
Approximate R-407C (R-22) Refrigerant Needed		
MCS 028	2.2 (1.0)	N/A
MCS 056	NA	2.2 (1.0)
MCM 040	3.0 (1.4)	N/A
MCM 080	7.5 (3.4)	3.0 (1.4)
MCL 055	5.0 (2.3)	N/A
MCL 110	10.5 (4.8)	5.1 (2.3)
MCM160	NA	7.5(3.4)
MCL 165	18.3 (8.3)	N/A
MCL 220	27.0 (12.3)	12.2 (5.6)
Approximate R-410A Refrigerant Needed		
MCS 028	2.5 (1.2)	N/A
MCS 056	NA	2.5(1.2)
MCM 040	3.5 (1.6)	N/A
MCM 080	8.5 (3.8)	3.5 (1.6)
MCL 055	5.0 (2.3)	N/A
MCL 110	10.7 (4.9)	5.2 (2.4)
MCM160	NA	8.5(3.8)
MCL 165	18.4 (8.4)	N/A
MCL 220	27.0 (12.3)	12.3 (5.6)

7. Attach pressure and temperature instruments to the liquid line of the indoor unit. Measure the initial subcooling and continue to add charge until recommended subcooling for the current outdoor ambient temperature is reached. See **Table 3**. The outdoor ambient can be read from the Liebert MC condenser control menu ID F02



NOTE:

To determine subcooling measurement, a liquid line pressure reading (at the factory installed Schrader tap) needs to be measured along with obtaining a temperature reading on the liquid line. Convert the liquid line pressure reading into a temperature by utilizing a Pressure-Temperature Guide. The difference between this converted temperature and the actual temperature will determine the system's subcooling. For R-407C make sure to use the saturated liquid temperature to calculate subcooling.

Table 3 Target subcooling for ambient outdoor temperature.

Ambient Temp	Subcooling	Ambient Temp	Subcooling
°F (C°)	°F (C°)	°F (C°)	°F (C°)
0 (-17.8)	22 (12.0)	80 (26.7)	13 (7.2)
10 (-12.2)	22 (12.0)	90 (32.2)	9 (5.0)
20 (-6.7)	22 (12.0)	95 (35.0)	7 (3.9)
30 (-1.1)	22 (12.0)	100 (37.8)	5 (2.9)
40 (4.4)	22 (12.0)	105 (40.6)	3 (1.8)
50 (10.0)	21 (11.7)	110 (43.3)	1 (0.7)
60 (15.6)	19 (10.8)	125 (51.7)	0 0.0
70 (21.1)	17 (9.3)		

8. As head pressure builds, the variable fan speed controlled condenser fan begins rotating. The fan will run at full speed when sufficient head pressure is developed.



LIEBERT MC CONDENSER

REFRIGERANT CHARGING INSTRUCTIONS FOR DX SYSTEMS WITHOUT LEE-TEMP RECEIVERS

Table 4 Liquid pressure and temperature chart

Pressure		R407C *		R410A *		R22	
Psig	Bar	°F	°C	°F	°C	°F	°C
170	11.7	81.5	27.5	59.8	15.4	90.6	32.6
180	12.4	85.1	29.5	63.1	17.3	94.3	34.6
190	13.1	88.6	31.5	66.3	19.1	97.9	36.6
200	13.8	92.0	33.3	69.5	20.8	101.4	38.6
210	14.5	95.2	35.1	72.5	22.5	104.7	40.4
220	15.2	98.3	36.8	75.4	24.1	108.0	42.2
230	15.9	101.4	38.5	78.2	25.7	111.1	44.0
240	16.6	104.3	40.2	80.9	27.2	114.2	45.7
250	17.2	107.2	41.8	83.6	28.7	117.1	47.3
260	17.9	109.9	43.3	86.2	30.1	120.0	48.9
270	18.6	112.6	44.8	88.7	31.5	122.8	50.4
280	19.3	115.3	46.3	91.1	32.8	125.5	52.0
290	20.0	117.8	47.7	93.5	34.2	128.2	53.4
300	20.7	120.3	49.1	95.8	35.5	130.8	54.9
310	21.4	122.8	50.4	98.1	36.7	133.3	56.3
320	22.1	125.2	51.8	100.3	38.0	135.8	57.7
330	22.8	127.5	53.1	102.5	39.2	138.2	59.0
340	23.4	129.8	54.3	104.6	40.3	140.6	60.3
350	24.1	132.1	55.6	106.7	41.5	142.9	61.6
360	24.8	134.3	56.8	108.7	42.6	145.2	62.9
370	25.5	136.4	58.0	110.7	43.7	147.4	64.1
380	26.2	138.6	59.2	112.7	44.8	149.6	65.4
390	26.9	140.6	60.3	114.5	45.9	151.8	66.5
400	27.6	142.7	61.5	116.4	46.9	153.9	67.7
500	34.5	161.3	71.8	133.5	56.4	173.1	78.4
600	41.4	177.4	80.8	148.1	64.5	189.5	87.5

* Values are for saturated liquid

Jayhawk Power Systems, Inc.

Electrical Contracting and Generator Sales/Service

PO Box 4208

Lawrence, Ks.

785-830-9682

www.jayhawkpowersystems.com

Proposal for Electrical Work

Date: March 22, 2018

To: Douglas County Maintenance
Attention: David Sparkes
Address: 111 E 11th Street
City/State/Zip: Lawrence, Ks. 66044

We hereby propose to furnish all labor and material necessary to provide the Electrical Installation
at the JLEC
located at 111 E 11th Street
in accordance with the following conditions:

Electrical for IT Room AC Units including but not limited to the following:

Furnish and install 3-pole 480V circuit breakers for new AHU's and CU's

Run 3-phase, 480V circuits from panel to new AHU and CU locations

Disconnect existing equipment once new is on place

Disconnect AC unit in basement. Provide new fuses in disconnect and connect new unit

Install data cable between indoor an outdoor unit

Price includes overtime to install circuit breakers

Price excludes sales tax, work outside of normal business hours, roof penetrations/sealants,
and disconnects (included with units).

The work described above will be done on a time and material basis not to exceed(NTE): \$7,515.00

payable on the following terms: Balance due at completion

This proposal is void if not accepted in writing within 30 days after this date.

No work shall commence until a copy of this proposal is returned to Jayhawk Power Systems, Inc. signed by the customer.

Accepted by: _____
Customer

Date: _____

We've got WATTS you need!

BOARD OF COUNTY COMMISSION AGENDA
ITEM

Department: Planning and Development Services Commission Meeting Date: 04/04/2018

Staff Contact: Scott McCullough, Director

Recommendations/Options/Action Requested:

Approve Lawrence-Douglas County Metropolitan Planning Commission amended bylaws as approved by the Lawrence-Douglas County Metropolitan Planning Commission by a 9-0 vote on February 21, 2018.

A product of the Lawrence City Commission's strategic plan was to produce greater consistency in how advisory boards and committees operate. The Planning and Development Services department has been reviewing bylaws of the boards and commissions it serves to meet this directive and finds that the joint city-county Planning Commission's bylaws requires certain amendments.

Executive Summary: Attached are amended bylaws, one document showing the changes and one clean version, for the commission's review. Notable changes include when a member is considered to be resigned based on lack of attendance and changing the amount of time provided to someone representing a group from 5 minutes to 3 minutes to address due process issues identified by the City Attorney's Office.

The Planning Commission reviewed and approved the bylaws by a 9-0 vote on February 21, 2018. Their minutes are attached. The City Commission approved the bylaws on March 6, 2018 with one change that moved general public comment from the end of the agenda to the beginning. That is the version in front of the Board of County Commissioners to approve.

Strategic Plan Critical Success Factor	Effective Governance and Professional Administration
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Fiscal Impact (Amount/Source):	n/a
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Attachments:	Amended bylaws showing changes Amended bylaws clean version PC 02/21/2018 meeting minutes
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Reviewed By:
(for CMO use only)

**BY-LAWS OF THE LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING COMMISSION
LAWRENCE, KS**

ADOPTED JUNE, 1969

AMENDED 10.23.02, 02.11.04, 03.17.04, 08.30.06, 09.24.07,
02.27.08, 02.23.09

LATEST AMENDMENT: 02-23-09XX.XX.18

ARTICLE I
NAME AND MEMBERSHIP

SECTION 1. NAME. The name of this organization, established by Ordinance No. 3951 of the City of Lawrence, Kansas, and Resolution No. 69-8 of Douglas County, Kansas, shall be the Lawrence-Douglas County Metropolitan Planning Commission. The term "Commission" in the following sections shall mean the Lawrence-Douglas County Metropolitan Planning Commission.

SECTION 2. MEMBERSHIP. Membership of the Commission shall be as established by the above-cited joint ordinance/resolution, which specifies the number, method of appointment, and term of office.

ARTICLE II
PURPOSE

SECTION 1. BYLAWS-LAWS. The purpose of these ~~by-laws~~bylaws is to establish rules for the internal organization of the Commission and for procedures of operation.

SECTION 2. COMMISSION. The function, powers, and duties of the Commission are as authorized by state law and by the joint ordinance/resolution establishing the Commission. With some exceptions, actions of the Commission are recommendatory only and subject to approval by the appropriate governing body, the City Commission or the Board of County Commissioners. The Commission, however, adopts its own rules and policies for procedure, consistent with its powers.

ARTICLE III
ORGANIZATION

SECTION 1. OFFICERS. The officers of the Commission shall be a chairperson, a vice-chairperson, and a secretary. The chairperson and vice-chairperson shall be elected by the Commission at its regular meeting in June of each year. Their term of office shall be one (1) year. No person may serve more than two (2) consecutive terms. The Director of Planning & Development Services or his/her selected representative shall serve as secretary to the Commission.

SECTION 2. CHAIRPERSON. The chairperson shall preside at all meetings of the Commission unless the chairperson designates someone to preside in his/her stead. The chairperson shall appoint all committees. The chairperson shall perform all the duties assigned to his/her office by law and by the city and county governing bodies, and shall have such usual powers of supervision and management as pertains to the office of chairperson.

SECTION 3. VICE-CHAIRPERSON. The vice-chairperson shall act as chairperson in the absence of the chairperson. In the event the office of chairperson becomes vacant, the vice-chairperson shall succeed to that office for the unexpired term, and the Commission shall select a new vice-chairperson for the unexpired term at the next regular meeting.

SECTION 4. SECRETARY. The secretary shall prepare the agenda and the order of business for each regular meeting in consultation with the chairperson. The secretary shall keep the Commission informed on all communications. The secretary shall record the minutes of all meetings and shall provide copies to all members of the Commission, the governing bodies and other public agencies involved. The secretary shall act on behalf of the Commission in the following matters, provided that matters shall first be presented to the Commission if there appears to be a serious conflict of interest, public controversy, or the like:

- a. Represent the Commission on planning matters at all meetings of the governing bodies.
- b. Prepare or present plans, policies, or procedures established by the Commission.
- ~~c. Prepare the annual budget and review it with the Commission.~~
- ~~d. c.~~ Accept and prepare all routine communications on planning matters.
- ~~e. d.~~ ~~To give~~ or serve all notices required by law, these ~~by laws~~ bylaws or adopted procedures.

Further, the secretary shall be responsible to advise the chairperson directly, and the Commission as a whole, on matters regarding annual requirements for document reviews, *i.e.* HORIZON-2020 the comprehensive plan, or its successor, and deadlines and content requirements for submission of various reports and documents to local governing bodies, the State of Kansas, and Federal offices.

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SECTION 5. COMMITTEES. The Commission shall meet as a "Committee of the Whole" to consider informally issues as determined by the Commission. The Vice Chair shall preside at these meetings and shall work with the Chair and Secretary to set agendas and meeting times. Other ad-hoc committees may be appointed by the Commission Chair, as necessary to study, facilitate, and/or make recommendation of specific issues. Such appointments will include purpose, members, and presiding officer. Planning Commission members shall be appointed by the chairperson to serve on the ad-hoc committees. No ad-hoc committee shall have more than four (4) planning commissioners appointed to it.

SECTION 6. ATTENDANCE. A member having three or more unexcused absences or five or more absences for any reason from a regular or special meeting, as those meetings are provided for in Article IV of these bylaws, during one (1) calendar year shall be deemed by the Commission to have involuntarily resigned his or her position. Failing to notify the Chair and the Secretary of an absence at least 24 hours prior to a scheduled meeting shall count as an unexcused absence. Attendance will be reviewed regularly to ensure compliance. ~~Any member who is absent from three (3) consecutive regular meetings shall have such absence reported by the chairperson to the governing bodies. Members who accrue absences beyond a total of four (4) in any Commission year should consider relinquishing their appointments.~~

SECTION 7. PLANNING OFFICE. The Planning office shall provide professional and technical assistance to the Commission. Staff planners shall present recommendations of the Commission to the governing bodies. Recommendations of the professional staff, minutes of the Commission meeting, and other relevant material shall be presented to the governing bodies with the recommendations of the Commission. The Planning office shall also provide professional and technical assistance to both governing bodies and to other boards, commissions and agencies as is deemed appropriate. The Planning office shall be the official custodial agency for minutes, records, files, and materials relating to Commission business.

ARTICLE IV
MEETINGS

SECTION 1. REGULAR MEETINGS. Regular monthly meetings shall be held twice a month, typically on the fourth Wednesday of the month and on the Monday preceding the fourth Wednesday of the month, unless otherwise designated on the official yearly meeting calendar adopted annually in November of the previous year. The public hearing portion of the regular monthly meetings shall be commenced at the first meeting date and recessed, at the conclusion of that meeting, until 6:30 p.m. on the second monthly meeting date.

The first regular monthly meeting shall be held on either a Monday or a ~~Thursday~~Wednesday, and shall commence at 6:30 p.m. ~~This meeting shall conclude by 10:30 p.m., unless the ending time has been extended by a simple majority vote of the commission. The second regular monthly meeting shall be held on a Wednesday. The meeting time for this second regular meeting shall be from 6:30 p.m. to 10:30 p.m. The ending time for either regular meeting may be extended by a simple majority vote. Meeting extensions shall be to a time certain or until the conclusion of the current agenda item under discussion but in no case shall the first meeting extension be for more than one hour beyond the published ending time. A meeting may not be extended more than one hour past its scheduled ending time except by a vote of 7 or more commissioners. The chair can extend the meeting only long enough to establish a date, time and location for completion of the published agenda items.~~

Regular monthly meetings shall be held in the City Commission meeting room on the first floor of City Hall, 6 E 6th Street, in Lawrence, unless another location is published in the meeting's legal notice.

SECTION 2. CORRESPONDENCE. Correspondence received from the applicant, staff or public after the staff report packet has been originally posted will be posted to the website by 2:00 ~~p.m.~~PM on the Monday of the week of the first regular meeting. Questions submitted from the public in regard to items on the first regularly scheduled meeting shall be provided to staff ~~at least 48 hours prior to the meeting~~by 10:00 a.m. on the Monday of the week of the regular meeting to allow time for responses to be prepared and posted by the 2:00 ~~p.m.~~PM deadline above.

SECTION 3. SPECIAL MEETINGS. Special meetings may be called by the chairperson and shall be called by the chairperson if requested by at least six (6) members of the Commission. Notice of special meetings shall be given by the Planning Director not less than five (5) days prior to the meeting. Published notice shall state the purpose, time, and location of the meeting.

SECTION 4. AGENDA. ~~One agenda shall be published for each month's regularly scheduled meetings. This agenda shall clearly identify the agenda items under consideration at each of the two regularly scheduled monthly meetings. If an agenda is prepared, it shall be made.~~The meeting agenda shall be available to the public ten days prior to the first regular monthly meeting and shall be posted on the department's website for ease of access. Any updates to Agenda updates- the Agenda will be posted to the website daily by 5:00 ~~p.m.~~PM (if needed). Items on the Agenda may be taken in any order, by a majority vote of the Commissioners present and voting at~~and~~ the meeting.

SECTION 5. QUORUM. A quorum shall consist of six (6) members as provided by the joint ordinance/resolution establishing the Commission. In the absence of a quorum, the members present shall reschedule the meeting and absent members shall be notified by the secretary.

ARTICLE V Conduct of Meetings

SECTION 1. PARLIAMENTARY AUTHORITY. Meetings shall be conducted according to these ~~by-laws~~bylaws ~~and the Commission's adopted Rules of Procedure. Rules of Procedure can be suspended by a motion that is supported by a second, and a two-thirds majority vote in favor of the motion. Rules of Procedure are an addendum to the By-Laws.~~

SECTION 2. ORDER OF BUSINESS. The order of business shall be as follows:

The order of business for consideration at ~~the first~~any regularly scheduled monthly meeting shall be as follows:

- a) ~~c~~all to order
- b) consideration of minutes
- c) staff and committee reports
- d) communications:
 1. public (written)
 2. planning commissioners or other boards and/or commissions (written or oral)
 3. staff (written or oral)
 4. declaration of planning commissioner ex parte communications and intent to abstain on specific agenda items ~~(oral)~~
 5. requests for deferral
- e) election of chairman and vice-chairman [annually at the June meeting]
- ~~f) consent agenda items~~
- ~~g) items pulled from consent agenda~~
- ~~f) ex parte communications disclosed for each separate quasi-judicial item (oral).~~
- ~~g) general public comment~~
- ~~h) old business [items returned for reconsideration by a governing body]~~
- ~~h) i) plats which require public hearing on variance requests~~
- ~~i) public hearing items~~
- ~~k) miscellaneous items~~
- ~~i) l) adjourn that are:~~
 - ~~1. associated with non-public hearing items~~
 - ~~2. annexation referral requests~~
 - ~~3. minimum maintenance road requests~~
 - ~~4. City or County special use permits~~
 - ~~5. text amendments to zoning or subdivision regulations~~
 - ~~6. comprehensive plan amendments~~
- ~~j) ex parte communications disclosed for each separate quasi-judicial item (oral).~~
- ~~k) recess public hearing~~
- ~~i) old business [items returned for reconsideration by a governing body] and miscellaneous items~~

~~The order of business for consideration at the Wednesday night regular meeting shall be as follows:~~

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- a) ~~Call to order~~
- b) ~~communications:~~
 - 1. ~~staff (written or oral) response to questions raised by the public or commissioners~~
 - 2. ~~declaration of intent to abstain on specific agenda items (oral)~~
- e) ~~reconvene public hearing~~
- d) ~~public hearing items that are:~~
 - 1. ~~associated with non public hearing items~~
 - 2. ~~minimum maintenance road requests~~
 - 3. ~~City or County special use permits~~
 - 4. ~~comprehensive plan amendments~~
 - 5. ~~text amendments to zoning or subdivision regulations~~
- e) ~~ex parte communications disclosed for each separate quasi-judicial item (oral).~~
- f) ~~committee or commission generated plans or rezonings~~
- g) ~~old business or miscellaneous items~~
- h) ~~close public hearing~~
- i) ~~public comments~~
- j) ~~adjournment~~

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* public and non-public hearing items that are related to a development project shall be placed on the same meeting's agenda in consecutive order under the regular agenda.

~~Any matter or subject not appearing on the agenda shall be considered under Miscellaneous Items if a majority of the Commission members vote consideration. Approval of consideration shall be based on a finding that a review or presentation would be in the best interest of the general public and not contrary to the provisions of public notice.~~

SECTION 2A. AGENDA MANAGEMENT BY STAFF. Items on the regular agenda shall be ordered according to Staff's estimation of various factors including: location within community [staff will attempt to schedule items within same area/neighborhood on the same night to accommodate public involvement]; staffing assignments [to minimize individual staff attendance at both meetings]; applicant's ability to attend; and balancing number of items between the two meetings. This shall apply to all Items, regardless of previous deferrals, except according to specific direction from the Planning Commission.

~~SECTION 2B. ITEMS PULLED FROM CONSENT AGENDA. An item may be removed from the consent agenda after the meeting has been called to order for one of three actions: approval by separate voice vote; clarification of a comment or recommendation in the staff report, when such clarification will take 5 minutes or less; or, for a lengthy discussion [one greater than 5 minutes] of a comment or recommendation in the staff report which involves presentation by the applicant, or numerous questions by the commission.~~

~~When an item is pulled only for a separate voice vote, it shall be considered immediately following action taken on the remainder of the consent agenda. An item pulled for clarification shall be considered after scheduled non-public hearing items are considered. An item pulled for lengthy discussion by the applicant shall, at the chairperson's discretion, be placed at the end of the commission agenda, prior to consideration of miscellaneous items OR on the following month's meeting agenda. An item requested to be pulled for lengthy discussion by a planning commissioner shall be placed at the end of the non-public hearing portion of the agenda.~~

SECTION 2 ~~BC~~. DEFERRALS REQUESTED BY THE APPLICANT. Deferral requests that are made while a project is under review [prior to staff report posting on the website] will be noted on a revised agenda as 'Deferred' and staff will attempt to notify members of the public who have expressed interest in the project during the review period, as well as the media. Deferral requests made by the applicant after staff report posting and through the communications deadline shall be considered by the Commission under the Communications portion of the agenda. Such requests will be permitted only in cases in severe hardship or for the purpose of making a significant change to the original application and only with a majority vote of the Commission at the meeting. Such requests must be made in writing and must be submitted to Staff no later than 10:00 ~~a.m.~~ AM on the day of the meeting.

The Commission has the authority to deny the deferral request on the grounds that such request was not made in a timely fashion, that notice of deferral has not been given to the adjacent property owners, or that the applicant is not seeking deferral in order to make significant changes to the original application.

SECTION 2 ~~CD~~. DEFERRALS/TABLING INITIATED BY THE COMMISSION. The Commission may table or defer any item, including after the public hearing has been closed, when it is determined by the Commission that such action would be advantageous to the Commission for responding to issues raised and for gathering adequate information to make a well-informed recommendation.

SECTION 3. STAFF REPORTS. Staff reports on all agenda items shall be prepared and posted to the website five (5) calendar days prior to the day of the first meeting. Members of the public can sign up to receive automatic e-mail notification regarding staff report postings and updates.

SECTION 4A. APPEARANCE BEFORE THE COMMISSION. Petitioners or their representatives, members of the community at large, or individuals or their representatives who feel that they will be affected by any action may appear before the Commission to present views and statements either for or against agenda items. The public may address their comments or concerns to the Commission in person or in writing. Except as otherwise determined by the chair, the following time limits will apply: Applicant - 10 minutes per item up to a maximum of 30 minutes; Members of public representing themselves or a group - 3 minutes ~~(although any member of the public can give 2 minutes of his/her time to another member of the public, such additional time can not cause the total amount of time to exceed 10 minutes);~~ Members of public representing a recognized organization or group of individuals - 5 minutes; Petitioner's response to public testimony - 5 minutes. The Chairperson may at his/her discretion change the length of presentation or discussion to ensure the orderly conduct of Commission business provided that the decision of the Chairperson may be overridden by a majority vote of those commissioners present.

After ~~a motion to close the public record has been approved~~ the Chair closes the public hearing on a public hearing item, additional public testimony will not be taken with the exception that a Commissioner, after recognition by the Chairperson, may ask a speaker for clarification on a point raised. Such action shall be noted in the minutes and the returning speaker shall be instructed to reply only to the question raised.

SECTION 4B. INTRODUCTION OF UNREVIEWED INFORMATION. An applicant's written response to the recommendations in the Staff Report will be accepted by planning staff until 10:00 a.m. on the

~~Monday of the week of the regular meeting~~~~2:00PM on the business day prior to the day of the meeting~~ on which the agenda item will appear. The applicant may present new information at a regular meeting under three circumstances:

- (a) The information has been reviewed by Staff and Staff is prepared to respond;
- (b) The information is in direct response to recommendations in the Staff Report; or
- (c) The information is requested by a Commissioner ~~ins~~ the course of the regular meeting.

In all other cases in which the applicant wishes to introduce new information, the applicant should make a timely request for deferral of the Item in accordance with Article V, Section 2C. If the Item stays on the agenda, Staff should notify the Commission if any attempt is made to introduce new information not complying with (a), (b) or (c) as described above. In such a case, the Chair shall bar introduction of the new information and the Commission shall consider the Item without consideration of the new information.

SECTION 4C. WRITTEN COMMENTS FROM THE PUBLIC. Public comments on agenda items for the regularly scheduled monthly meetings will be accepted by planning staff until ~~10:00 a.m. on the Monday of the week of the regular meeting~~~~10:00 a.m. on the day of the first regularly scheduled monthly meeting~~. This deadline provides time for correspondence to be posted to the website by the 2:00~~p.m.~~~~PM~~ deadline established in Article IV, Section 2.

SECTION 5. COMMISSION ACTION. The Commission shall take action on each item presented at the conclusion of discussion of that item.

SECTION 6. MOTIONS. Motions before the Commission shall be restated by the Chairperson before a vote is taken.

SECTION 7. VOTING. Voting on non-public hearing items and for public hearing items shall be by a show of hands. Each member's vote shall be recorded by the Secretary or his/her designee on the official voting sheet. After a vote is taken the Chairperson or the Secretary shall announce the votes cast in favor of the motion, in opposition to the motion and whether the motion passed or failed.

For non-unanimous votes, the minutes shall note the members voting in favor of a motion, in opposition to a motion, and those abstaining from voting on the motion as well as the vote tally. For example, an 8-1-1 vote would be recorded as Commissioners a-, b-, c-, d-, e-, f-, g-, & h voted in the affirmative, Commissioner x voted in opposition to the motion and Commissioner y abstained from voting.

SECTION 8. ABSTENTION. ~~It is the duty of each member to vote on each issue, but a member may abstain if he or she declares a conflict of interest. No member shall participate in, discuss, or vote on a matter in which he or she has a conflict of interest, or a substantial interest as defined by K.S.A. 75-4301a et seq., or is otherwise prohibited by any applicable City or County ordinance, resolution, rule, or policy. Members having declared a conflict of interest a conflict of interest or substantial interest with respect to an item before the Commission shall physically leave the meeting room during the hearing of that item.~~ ~~It is the duty of each member to vote on each issue, but that member may abstain. No member shall vote on an issue in which he or she has a conflict of interest. During an item for which a member has declared an abstention because of a conflict of interest that member shall physically leave the meeting room.~~

SECTION 9. RECORD OF PROCEEDINGS. The secretary shall record the minutes of each meeting as a matter of public record and shall present such minutes to the Commission for approval.

A written voting log shall be kept for each motion. Included in this log shall be: the commissioner who made the motion; the commissioner seconding the motion; any commissioners abstaining from voting on the motion; the commissioners voting in favor of the motion; and the commissioners voting in opposition to the motion.

Draft minutes will be stamped as DRAFT and will be forwarded to the Commission when the staff report is posted to the website. Revisions may be made to the minutes at any time prior to approval of said minutes at the next regular meeting. Due to timing of the meetings, draft minutes are distributed to the Governing Bodies prior to approval by the Planning Commission.

ARTICLE VI MATTERS TO BE CONSIDERED

SECTION 1. ITEMS TO BE CONSIDERED. The Commission shall consider matters relating to the Comprehensive Plan, including zoning, subdivision, and other regulatory measures relating to the Comprehensive Plan and the physical development of the city and county, as itemized in Section 2, below.

The Commission shall not consider any proposal, request, application, or plat which is contrary to or in conflict with provisions of the Kansas Statutes Annotated, as amended, or contrary to or in conflict with city ordinances or county resolutions.

SECTION 2. ITEMIZED LIST. A specific list of matters to be considered by the Commission is as follows:

- ~~1) Any general improvement plan pertaining to the Regional Planning Area;~~
- ~~2) 1) Rezoning proposals, Conditional Use Permits, Special Use Permits, and Subdivision plats and Certificates of Survey and associated requests for variances;~~
- ~~3) 2) Annexation proposals;~~
- ~~4) 3) Comprehensive Plan amendments or revisions;~~
- ~~5) 4) Zoning and Text Amendments to adopted ordinances and resolutions;~~
- ~~6) Any proposal embraced in the Comprehensive Plan;~~
- ~~7) Establishment of building setback lines;~~
- ~~8) 5) Capital Improvement Plans and Transportation Improvement Plans or other transportation planning documents and amendments to these plans, and;~~
- ~~9) 6) Such other matters as the Director may bring before the Commission or that the governing bodies may assign to the Commission or the Commission shall deem relevant or appropriate.~~

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ARTICLE VII
CODE OF CONDUCT

Section 1. DEFINITIONS:

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A. QUASI-JUDICIAL CONDUCT. A Planning Commission is expected to act like a judge, or function in a "quasi-judicial" ~~manner capacity~~, when reviewing matters that affect a specific party's land use rights. Quasi-judicial conduct ~~should~~must be above reproach and within the law. Quasi-judicial conduct demands that ~~Ce~~commissioners provide interested parties with ~~make decisions based on~~ "procedural due process." Procedural due process includes the following:

- ~~Appearance of fairness of the Commissioner~~
- Proper notice of the hearing;
- A proper hearing ~~process~~where interested parties are permitted to present their case;
- A fair and impartial decisionmaker that reviews the evidence and makes its decision based on substantial competent evidence in the record~~complete record; and~~
- ~~A decision that meets legal requirements and is based on the record.~~

B. EX PARTE COMMUNICATIONS. ~~Ex parte communications are private communications, written, electronic, oral, or other by or with any commissioner that is not subject to public review and the hearing process. An ex parte communication is a communication -- written, electronic, oral, or otherwise -- that is relevant to the merits of a quasi-judicial proceeding, that is not in the record, and that occurs between a Commissioner and a person who is not on the Commission. Communications between Commissioners, communications between Commissioners and Planning Staff, communications on issues that are not quasi-judicial in nature, and communications on purely procedural matters are not ex parte communications.~~

C. ACTIVE REQUEST. An item is an active request until such time as the Planning Commission has completed deliberations on the item, forwarded a recommendation to the Governing Body(ies) and a 'final action of approval' has been taken. A 'final action of approval' shall be construed to mean, for the purposes of this document, the adoption of an ordinance or resolution by the Governing Body(ies) to enact a zoning or text change, the filing of a plat or development plan at the Register of Deeds, the denial of a request, or the issuance of a building permit based on an approval of an "active request." An item is an active request at least from the time that any filing or request is received by the Planning Office, or any action has been initiated by the Planning Commission or by a Governing ~~B~~body.

~~Section 2. EX PARTE COMMUNICATIONS ALLOWED. Communications are not in violation of the ex parte disclosure requirements if they do not pertain to specific sites or properties, and/or if they solely involve general planning, procedural or policy issues.~~

Section ~~23~~. DISCLOSURE OF EX PARTE COMMUNICATIONS. Any ex parte communication shall be disclosed at any meeting as part of the Communications section, and at the beginning of each quasi-judicial item on ~~of~~ the agenda, or earlier. The Commissioner receiving the ex parte communication shall disclose the full nature of the ex parte communication including the identity of the individual(s) participating in the communications and any information obtained through the communications so that all Commissioners have the same information upon which to make their decision and so that the applicant, City Staff, interested parties, and the general

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public are provided a fair opportunity to respond meaningfully to the information, so that the applicant, staff or public is provided the opportunity to respond and/or rebut the information provided in the ex parte communication.

Section ~~34~~. REQUEST FOR ADDITIONAL INFORMATION BY COMMISSIONERS. The *ex parte* communication restriction shall not preclude any Commissioner from requesting additional information as long as the requests for information are in writing and a copy of the request and the response are forwarded to staff and made part of the public record on that quasi-judicial matter.

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~~SECTION 5. EXEMPTION FROM EX PARTE RESTRICTIONS. Ex parte communications and the disclosure requirements on this form of communication are not applicable to communications between planning commissioners or Planning staff. Limitations on commissioner to commissioner communications are covered under the Kansas Open Meetings Act.~~

Section ~~46~~. CONFLICT OF INTEREST. A Commissioner shall declare a conflict of interest and shall not participate in, discuss, or vote on any matter in which he or she has a conflict of interest, ~~or~~ a substantial interest as defined by K.S.A. 75-4301a *et seq.* or is otherwise prevented by any applicable City or County ordinance, resolution, rule, or policy. Any Commissioner ~~having a conflict of interest or substantial interest~~ declaring a conflict of interest with respect to an item before the Commission, shall physically leave the meeting room during the discussion and the vote on the item.

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Section ~~57~~. Commissioners continue to be subject to the *ex parte* disclosure requirements until a 'final action of approval' has been taken on an "active request" as defined in Article VII, Section 1C.

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ARTICLE VIII

AMENDMENTS

Section 1. These ~~by-laws~~bylaws may be amended by a two-thirds vote of the Commission at any regular meeting, provided the members have been notified one (1) month in advance and the proposed amendment has been placed on the agenda. Any amendments to these by-laws shall be approved by the ~~Governing Body~~ City Commission and the Board of County Commissioners before becoming effective.

**BYLAWS OF THE LAWRENCE-DOUGLAS COUNTY METROPOLITAN PLANNING COMMISSION
LAWRENCE, KS**

ADOPTED JUNE, 1969

AMENDED 10.23.02, 02.11.04, 03.17.04, 08.30.06, 09.24.07,
02.27.08, 02.23.09

LATEST AMENDMENT: 02.21.18

ARTICLE I
NAME AND MEMBERSHIP

SECTION 1. NAME. The name of this organization, established by Ordinance No. 3951 of the City of Lawrence, Kansas, and Resolution No. 69-8 of Douglas County, Kansas, shall be the Lawrence-Douglas County Metropolitan Planning Commission. The term "Commission" in the following sections shall mean the Lawrence-Douglas County Metropolitan Planning Commission.

SECTION 2. MEMBERSHIP. Membership of the Commission shall be as established by the above-cited joint ordinance/resolution, which specifies the number, method of appointment, and term of office.

ARTICLE II
PURPOSE

SECTION 1. BYLAWS. The purpose of these bylaws is to establish rules for the internal organization of the Commission and for procedures of operation.

SECTION 2. COMMISSION. The function, powers, and duties of the Commission are as authorized by state law and by the joint ordinance/resolution establishing the Commission. With some exceptions, actions of the Commission are recommendatory only and subject to approval by the appropriate governing body, the City Commission or the Board of County Commissioners. The Commission, however, adopts its own rules and policies for procedure, consistent with its powers.

ARTICLE III
ORGANIZATION

SECTION 1. OFFICERS. The officers of the Commission shall be a chairperson, a vice-chairperson, and a secretary. The chairperson and vice-chairperson shall be elected by the Commission at its regular meeting in June of each year. Their term of office shall be one (1) year. No person may serve more than two (2) consecutive terms. The Director of Planning & Development Services or his/her selected representative shall serve as secretary to the Commission.

SECTION 2. CHAIRPERSON. The chairperson shall preside at all meetings of the Commission unless the chairperson designates someone to preside in his/her stead. The chairperson shall appoint all committees. The chairperson shall perform all the duties assigned to his/her office by law and by the city and county governing bodies, and shall have such usual powers of supervision and management as pertains to the office of chairperson.

SECTION 3. VICE-CHAIRPERSON. The vice-chairperson shall act as chairperson in the absence of the chairperson. In the event the office of chairperson becomes vacant, the vice-chairperson shall succeed to that office for the unexpired term, and the Commission shall select a new vice-chairperson for the unexpired term at the next regular meeting.

SECTION 4. SECRETARY. The secretary shall prepare the agenda and the order of business for each regular meeting in consultation with the chairperson. The secretary shall keep the Commission informed on all communications. The secretary shall record the minutes of all meetings and shall provide copies to all members of the Commission, the governing bodies and other public agencies involved. The secretary shall act on behalf of the Commission in the following matters, provided that matters shall first be presented to the Commission if there appears to be a serious conflict of interest, public controversy, or the like:

- a. Represent the Commission on planning matters at all meetings of the governing bodies.
- b. Prepare or present plans, policies, or procedures established by the Commission.
- c. Accept and prepare all routine communications on planning matters.
- d. Give or serve all notices required by law, these bylaws or adopted procedures.

Further, the secretary shall be responsible to advise the chairperson directly, and the Commission as a whole, on matters regarding annual requirements for document reviews, *i.e.* the comprehensive plan, or its successor, and deadlines and content requirements for submission of various reports and documents to local governing bodies, the State of Kansas, and Federal offices.

SECTION 5. COMMITTEES. The Commission shall meet as a "Committee of the Whole" to consider informally issues as determined by the Commission. The Vice Chair shall preside at these meetings and shall work with the Chair and Secretary to set agendas and meeting times. Other ad-hoc committees may be appointed by the Commission Chair, as necessary to study, facilitate, and/or make recommendation of specific issues. Such appointments will include purpose, members, and presiding officer. Planning Commission members shall be appointed by the chairperson to serve on the ad-hoc committees. No ad-hoc committee shall have more than four (4) planning commissioners appointed to it.

SECTION 6. ATTENDANCE. A member having three or more unexcused absences or five or more absences for any reason from a regular or special meeting, as those meetings are provided for in Article IV of these bylaws, during one (1) calendar year shall be deemed by the Commission to have involuntarily resigned his or her position. Failing to notify the Chair and the Secretary of an absence at least 24 hours prior to a scheduled meeting shall count as an unexcused absence. Attendance will be reviewed regularly to ensure compliance.

SECTION 7. PLANNING OFFICE. The Planning office shall provide professional and technical assistance to the Commission. Staff planners shall present recommendations of the Commission to the governing bodies. Recommendations of the professional staff, minutes of the Commission meeting, and other relevant material shall be presented to the governing bodies with the recommendations of the Commission. The Planning office shall also provide professional and technical assistance to both governing bodies and to other boards, commissions and agencies as is deemed appropriate. The Planning office shall be the official custodial agency for minutes, records, files, and materials relating to Commission business.

ARTICLE IV MEETINGS

SECTION 1. REGULAR MEETINGS. Regular monthly meetings shall be held twice a month, typically on the fourth Wednesday of the month and on the Monday preceding the fourth Wednesday of the month, unless otherwise designated on the official yearly meeting calendar adopted

annually in November of the previous year. The public hearing portion of the regular monthly meetings shall be commenced at the first meeting date and recessed, at the conclusion of that meeting, until 6:30 p.m. on the second monthly meeting date.

The first regular monthly meeting shall be held on either a Monday or a Wednesday, and shall commence at 6:30 p.m. Regular monthly meetings shall be held in the City Commission meeting room on the first floor of City Hall, 6 E 6th Street, in Lawrence, unless another location is published in the meeting's legal notice.

SECTION 2. CORRESPONDENCE. Correspondence received from the applicant, staff or public after the staff report packet has been originally posted will be posted to the website by 2:00 p.m. on the Monday of the week of the regular meeting. Questions submitted from the public in regard to items on the first regularly scheduled meeting shall be provided to staff by 10:00 a.m. on the Monday of the week of the regular meeting to allow time for responses to be prepared and posted by the 2:00 p.m. deadline above.

SECTION 3. SPECIAL MEETINGS. Special meetings may be called by the chairperson and shall be called by the chairperson if requested by at least six (6) members of the Commission. Notice of special meetings shall be given by the Planning Director not less than five (5) days prior to the meeting. Published notice shall state the purpose, time, and location of the meeting.

SECTION 4. AGENDA. If an agenda is prepared, it shall be made available to the public ten days prior to the first regular monthly meeting and shall be posted on the department's website for ease of access. Any updates to the Agenda will be posted to the website daily by 5:00 p.m. (if needed). Items on the Agenda may be taken in any order, by a majority vote of the Commissioners present and voting at the meeting.

SECTION 5. QUORUM. A quorum shall consist of six (6) members as provided by the joint ordinance/resolution establishing the Commission. In the absence of a quorum, the members present shall reschedule the meeting and absent members shall be notified by the secretary.

ARTICLE V Conduct of Meetings

SECTION 1. PARLIAMENTARY AUTHORITY. Meetings shall be conducted according to these bylaws.

SECTION 2. ORDER OF BUSINESS. The order of business shall be as follows:

The order of business for consideration at any regularly scheduled monthly meeting shall be as follows:

- a) call to order
- b) consideration of minutes
- c) staff and committee reports
- d) communications:
 1. public (written)
 2. planning commissioners or other boards and/or commissions (written or oral)
 3. staff (written or oral)
 4. declaration of planning commissioner ex parte communications and intent to abstain on specific agenda items
 5. requests for deferral

-
- e) election of chairman and vice-chairman [annually at the June meeting]
 - f) ex parte communications disclosed for each separate quasi-judicial item (oral).
 - g) general public comment
 - h) old business [items returned for reconsideration by a governing body]
 - i) plats which require public hearing on variance requests
 - j) public hearing items
 - k) miscellaneous items
 - l) adjourn

* public and non-public hearing items that are related to a development project shall be placed on the same meeting's agenda in consecutive order under the regular agenda.

SECTION 2A. AGENDA MANAGEMENT BY STAFF. Items on the regular agenda shall be ordered according to Staff's estimation of various factors including: location within community [staff will attempt to schedule items within same area/neighborhood on the same night to accommodate public involvement]; staffing assignments [to minimize individual staff attendance at both meetings]; applicant's ability to attend; and balancing number of items between the two meetings. This shall apply to all Items, regardless of previous deferrals, except according to specific direction from the Planning Commission.

SECTION 2B. DEFERRALS REQUESTED BY THE APPLICANT. Deferral requests that are made while a project is under review [prior to staff report posting on the website] will be noted on a revised agenda as 'Deferred' and staff will attempt to notify members of the public who have expressed interest in the project during the review period, as well as the media. Deferral requests made by the applicant after staff report posting and through the communications deadline shall be considered by the Commission under the Communications portion of the agenda. Such requests will be permitted only in cases in severe hardship or for the purpose of making a significant change to the original application and only with a majority vote of the Commission at the meeting. Such requests must be made in writing and must be submitted to Staff no later than 10:00a.m. on the day of the meeting.

The Commission has the authority to deny the deferral request on the grounds that such request was not made in a timely fashion, that notice of deferral has not been given to the adjacent property owners, or that the applicant is not seeking deferral in order to make significant changes to the original application.

SECTION 2C. DEFERRALS/TABLING INITIATED BY THE COMMISSION. The Commission may table or defer any item, including after the public hearing has been closed, when it is determined by the Commission that such action would be advantageous to the Commission for responding to issues raised and for gathering adequate information to make a well-informed recommendation.

SECTION 3. STAFF REPORTS. Staff reports on all agenda items shall be prepared and posted to the website five (5) calendar days prior to the day of the first meeting. Members of the public can sign up to receive automatic e-mail notification regarding staff report postings and updates.

SECTION 4A. APPEARANCE BEFORE THE COMMISSION. Petitioners or their representatives, members of the community at large, or individuals or their representatives who feel that they will be affected by any action may appear before the Commission to present views and statements either for or against agenda items. The public may address their comments or concerns to the Commission in person or in writing. Except as otherwise determined by the chair, the following

time limits will apply: Applicant - 10 minutes per item up to a maximum of 30 minutes; Members of public representing themselves or a group - 3 minutes; Petitioner's response to public testimony – 5 minutes. The Chairperson may at his/her discretion change the length of presentation or discussion to ensure the orderly conduct of Commission business provided that the decision of the Chairperson may be overridden by a majority vote of those commissioners present.

After the Chair closes the public hearing on a public hearing item, additional public testimony will not be taken with the exception that a Commissioner, after recognition by the Chairperson, may ask a speaker for clarification on a point raised. Such action shall be noted in the minutes and the returning speaker shall be instructed to reply only to the question raised.

SECTION 4B. INTRODUCTION OF UNREVIEWED INFORMATION. An applicant's written response to the recommendations in the Staff Report will be accepted by planning staff until 10:00 a.m. on the Monday of the week of the regular meeting on which the agenda item will appear. The applicant may present new information at a regular meeting under three circumstances:

- (a) The information has been reviewed by Staff and Staff is prepared to respond;
- (b) The information is in direct response to recommendations in the Staff Report; or
- (c) The information is requested by a Commissioner in the course of the regular meeting.

In all other cases in which the applicant wishes to introduce new information, the applicant should make a timely request for deferral of the Item in accordance with Article V, Section 2C. If the Item stays on the agenda, Staff should notify the Commission if any attempt is made to introduce new information not complying with (a), (b) or (c) as described above. In such a case, the Chair shall bar introduction of the new information and the Commission shall consider the Item without consideration of the new information.

SECTION 4C. WRITTEN COMMENTS FROM THE PUBLIC. Public comments on agenda items for the regularly scheduled monthly meetings will be accepted by planning staff until 10:00 a.m. on the Monday of the week of the regular meeting. This deadline provides time for correspondence to be posted to the website by the 2:00p.m. deadline established in Article IV, Section 2.

SECTION 5. COMMISSION ACTION. The Commission shall take action on each item presented at the conclusion of discussion of that item.

SECTION 6. MOTIONS. Motions before the Commission shall be restated by the Chairperson before a vote is taken.

SECTION 7. VOTING. Voting on non-public hearing items and for public hearing items shall be by a show of hands. Each member's vote shall be recorded by the Secretary or his/her designee on the official voting sheet. After a vote is taken the Chairperson or the Secretary shall announce the votes cast in favor of the motion, in opposition to the motion and whether the motion passed or failed.

For non-unanimous votes, the minutes shall note the members voting in favor of a motion, in opposition to a motion, and those abstaining from voting on the motion as well as the vote tally. For example, an 8-1-1 vote would be recorded as Commissioners a, b, c, d, e, f, g, & h

voted in the affirmative, Commissioner x voted in opposition to the motion and Commissioner y abstained from voting.

SECTION 8. ABSTENTION. It is the duty of each member to vote on each issue, but a member may abstain if he or she declares a conflict of interest. No member shall participate in, discuss, or vote on a matter in which he or she has a conflict of interest, a substantial interest as defined by K.S.A. 75-4301a *et seq.*, or is otherwise prohibited by any applicable City or County ordinance, resolution, rule, or policy. Members having declared a conflict of interest with respect to an item before the Commission shall physically leave the meeting room during the hearing of that item.

SECTION 9. RECORD OF PROCEEDINGS. The secretary shall record the minutes of each meeting as a matter of public record and shall present such minutes to the Commission for approval.

A written voting log shall be kept for each motion. Included in this log shall be: the commissioner who made the motion; the commissioner seconding the motion; any commissioners abstaining from voting on the motion; the commissioners voting in favor of the motion; and the commissioners voting in opposition to the motion.

Draft minutes will be stamped as DRAFT and will be forwarded to the Commission when the staff report is posted to the website. Revisions may be made to the minutes at any time prior to approval of said minutes at the next regular meeting. Due to timing of the meetings, draft minutes are distributed to the Governing Bodies prior to approval by the Planning Commission.

ARTICLE VI MATTERS TO BE CONSIDERED

SECTION 1. ITEMS TO BE CONSIDERED. The Commission shall consider matters relating to the Comprehensive Plan, including zoning, subdivision, and other regulatory measures relating to the Comprehensive Plan and the physical development of the city and county, as itemized in Section 2, below.

The Commission shall not consider any proposal, request, application, or plat which is contrary to or in conflict with provisions of the Kansas Statutes Annotated, as amended, or contrary to or in conflict with city ordinances or county resolutions.

SECTION 2. ITEMIZED LIST. A specific list of matters to be considered by the Commission is as follows:

- 1) Rezoning proposals, Conditional Use Permits, Special Use Permits, and Subdivision plats and Certificates of Survey and associated requests for variances;
- 2) Annexation proposals;
- 3) Comprehensive Plan amendments or revisions;
- 4) Text Amendments to adopted ordinances and resolutions;
- 5) Capital Improvement Plans, and;
- 6) Such other matters as the Director may bring before the Commission or that the governing bodies may assign to the Commission or the Commission shall deem relevant or appropriate.

ARTICLE VII
CODE OF CONDUCT

Section 1. DEFINITIONS:

A. QUASI-JUDICIAL CONDUCT. A Planning Commission is expected to act like a judge, or function in a "quasi-judicial" capacity, when reviewing matters that affect a specific party's land use rights. Quasi-judicial conduct must be above reproach and within the law. Quasi-judicial conduct demands that Commissioners provide interested parties with "procedural due process." Procedural due process includes the following:

- Proper notice of the hearing;
- A proper hearing where interested parties are permitted to present their case;
- A fair and impartial decisionmaker that reviews the evidence and makes its decision based on substantial competent evidence in the record

B. EX PARTE COMMUNICATIONS. An *ex parte* communication is a communication -- written, electronic, oral, or otherwise -- that is relevant to the merits of a quasi-judicial proceeding, that is not in the record, and that occurs between a Commissioner and a person who is not on the Commission. Communications between Commissioners, communications between Commissioners and Planning Staff, communications on issues that are not quasi-judicial in nature, and communications on purely procedural matters are not *ex parte* communications.

C. ACTIVE REQUEST. An item is an active request until such time as the Planning Commission has completed deliberations on the item, forwarded a recommendation to the Governing Body(ies) and a 'final action of approval' has been taken. A 'final action of approval' shall be construed to mean, for the purposes of this document, the adoption of an ordinance or resolution by the Governing Body(ies) to enact a zoning or text change, the filing of a plat or development plan at the Register of Deeds, the denial of a request, or the issuance of a building permit based on an approval of an "active request." An item is an active request at least from the time that any filing or request is received by the Planning Office, or any action has been initiated by the Planning Commission or by a Governing Body.

Section 2. DISCLOSURE OF EX PARTE COMMUNICATIONS. Any *ex parte* communication shall be disclosed at any meeting as part of the Communications section, at the beginning of each quasi-judicial item on the agenda, or earlier. The Commissioner receiving the *ex parte* communication shall disclose the full nature of the communication including the identity of the individual(s) participating in the communications and any information obtained through the communications so that all Commissioners have the same information upon which to make their decision and so that the applicant, City Staff, interested parties, and the general public are provided a fair opportunity to respond meaningfully to the information.

Section 3. REQUEST FOR ADDITIONAL INFORMATION BY COMMISSIONERS. The *ex parte* communication restriction shall not preclude any Commissioner from requesting additional information as long as the requests for information are in writing and a copy of the request and the response are forwarded to staff and made part of the public record on that quasi-judicial matter.

Section 4. CONFLICT OF INTEREST. A Commissioner shall declare a conflict of interest and shall not participate in, discuss, or vote on any matter in which he or she has a conflict of interest, a substantial interest as defined by K.S.A. 75-4301a *et seq.* or is otherwise prevented by any applicable City or County ordinance, resolution, rule, or policy. Any Commissioner declaring a conflict of interest with respect to an item before the Commission shall physically leave the meeting room during the discussion and the vote on the item.

Section 5. Commissioners continue to be subject to the *ex parte* disclosure requirements until a 'final action of approval' has been taken on an "active request" as defined in Article VII, Section 1C.

ARTICLE VIII AMENDMENTS

Section 1. These bylaws may be amended by a two-thirds vote of the Commission at any regular meeting, provided the members have been notified one (1) month in advance and the proposed amendment has been placed on the agenda. Any amendments to these bylaws shall be approved by the City Commission and the Board of County Commissioners before becoming effective.

MISC NO. 6 APPROVE AMENDMENTS TO PLANNING COMMISSION BY-LAWS

Receive and approve Planning Commission By-Law amendments.

STAFF PRESENTATION

Mr. McCullough presented the item.

PUBLIC HEARING

No public comment.

COMMISSION DISCUSSION

Commissioner Paden said the Transportation Commission had the same 3 and 5 minute public comment period. She wondered if Transportation Commission may need to update their bylaws too.

Mr. McCullough said there were inherent issues with distinguishing between individual and group testimony.

Mr. Larkin said the City Attorney's office was recommending not to distinguish between different speakers.

Commissioner Willey said there was an inherent benefit for the public to talk to each other and coordinate their efforts when providing their testimony. She said she would also be in favor of holding the applicant's response to 5 minutes.

Commissioner Sands said it wasn't a long leap for a group of folks to coordinate their efforts to speak. He wondered if there should be an exception to extend the time for groups such as the school board or hospital board.

Commissioner Culver said written communication was an option for lengthy details.

Mr. McCullough said Planning Commission could use their discretion with items that weren't quasi-judicial.

Commissioner Kelly suggested maybe restricting the number of speakers the applicant has.

Commissioner Culver felt it was necessary when different speakers for the applicant provide different expertise.

Mr. McCullough said it may be helpful for the Chair to provide time limit reminders throughout the meeting.

Commissioner Sands said he agreed with the time limits as amended.

Commissioner Sinclair asked if the attendance language pertained to Mid-Month meetings or regular Planning Commission meetings.

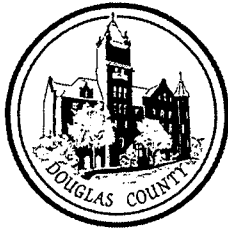
Mr. McCullough said the intent was regular Planning Commission meetings.

Commissioner Willey said the language in the bylaws should probably specify.

ACTION TAKEN

Motioned by Commissioner Kelly, seconded by Commissioner Sands, to approve the Planning Commission bylaw amendments with the addition of language to Article III, Section 6 Attendance, of regular business meetings, and forwarding to City Commission and the Board of County Commissioners for approval.

Unanimously approved 9-0.



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 27, 2018

Re : Receive 2017 County Engineer's Annual Report

K.S.A. 68-540 requires the County Engineer to make a written report annually to the Board of County Commissioners of work accomplished and funds expended, and to submit the report to KDOT. K.S.A. 68-541 requires the report to be submitted on forms developed by KDOT. The statute dictates this report be completed by April 15.

The 2017 County Engineer's Annual Report is attached. A copy of KDOT's instructions for completing the report is also provided as an aid in understanding what is included in the report.

Information on county costs for labor, equipment, and materials was obtained from employee timesheets as well as from contracted work. Information on township costs was taken from township road budgets.

This report has already been submitted to KDOT.

Action Required: Receive the 2017 County Engineer's Annual Report submitted to KDOT.

State of Kansas

**COVER SHEET
FOR COUNTY ENGINEER'S / ROAD SUPERVISOR'S
ANNUAL REPORT
2017**

DOUGLAS County

This is a: [Check one]

County-Unit System	☐
<u>County-Township System</u>	☒
County-Rural System	☐

Submitted by KEITH BROWNING, P.E. County Engineer / Road Supervisor

Authorization

Volume 5, Section 68-540 and 68-541 of the Kansas Statutes Annotated reads as follows:

68-540. Reports by county engineers or road supervisors. It shall be the duty of the County Engineer or Road Supervisor to make a written report to the Board of County Commissioners of the work accomplished and funds expended upon all the roads and bridges for the current year, which shall close on the thirty-first day of December of each year. This report shall show which roads of the county and township system have been completed or partially completed, and credit to such roads shall be shown by him upon the county road plan not later than April 15, and a copy of the said report shall be immediately forwarded to the State Transportation Engineer upon standard forms.

68-541. Forms for accounts and reports. All forms and blanks necessary to secure uniformity of records and reports in the system herein provided shall be prescribed by the Secretary of Transportation.

(Revised 11/07)

County Engineer's / Road Supervisor's Annual Report

County DOUGLASYear 2017

General Information

- 1) Type of Road System (CU, CT, or CR) CT
- 2) (a) Annual Road and Bridge Operating Budget \$ 6,444,292.36
(Total of Road and Bridge, Special Bridge, and Special Road and Bridge Funds)
- (b) Extra bonds, revolving funds or federal funds exchange expended \$ 0

- 3) Number of Road and Bridge Employees _____
(People on the payroll that work for road and bridge-includes shop and office)

- 4) Miles of County Maintained Roads (miles in your road system)

Concrete	Asphalt	Gravel/Rock	Earth	Total
5	193	34	0	232

- 5) Miles of Maintenance (Major blacktop maintenance work performed)

Chip Seals	Overlays	Recycle	Gravel
0	5	0	0

- 6) Construction (Major construction)

- a. Paved: Miles of gravel upgraded to blacktop and major upgrades of paved roads including shoulders added to blacktop.
- b. Gravel: Miles of complete regrading including ditches or dirt roads graveled.
- c. Bridges: Number of bridges replaced.
- d. Culverts: Number of culverts larger than 25 s.f. of opening (66" pipe minimum)

Paved Road Miles	Gravel Road Miles	Bridges Replaced	Culverts Replaced
0	2	1	14

Annual County Maintenance Costs

7) Asphalt / Concrete Road Maintenance	\$ <u>2,167,378.45</u>
8) Gravel / Earth Road Maintenance	\$ <u>501,846.67</u>
9) Bridge Maintenance	\$ <u>398,856.27</u>
10) Total Maintenance Costs (total of lines 7,8 & 9)	\$ <u>3,068,081.38</u>

Annual County Construction Costs

11) Road Construction	\$ <u>3,761,183.58</u>
12) Bridge Construction/Rehabilitated	\$ <u>528,718.17</u>
13) Culvert Construction (larger than 25 s.f. opening)	\$ <u>1,041,062.23</u>
14) Total Construction Costs (Total of lines 11,12 & 13)	\$ <u>5,330,963.98</u>

Total Annual County Costs

15) Total Maintenance Costs (from line 10)	\$ <u>3,068,081.38</u>
16) Total Construction Costs (from line 14)	\$ <u>5,330,963.98</u>
17) Overhead and Administration (if not included above)	\$ <u>2,132,099.87</u>
18) Total County Costs (Total of lines 15,16 & 17)	\$ <u>10,531,145.23</u>

Annual Township Maintenance and Construction Costs

(For County-Township Road System Only)

Total Townships in County	9	Total	
Township Reports	9	-	
19) Total Miles of Township Maintained Roads		<u>579</u>	mi.
		<u>0</u>	mi.
Concrete Roads		<u>74</u>	mi.
Asphalt Roads		<u>485</u>	mi.
Gravel Roads		<u>20</u>	mi.
Earth Roads			
20) Cost for Township Road Maintenance			\$ <u>5,725,270.89</u>
21) Cost for Township Road Construction			\$ _____
Miles of Township Road Construction		_____	mi.
22) Total Township Costs (Total of lines 20&21)			\$ <u>5,725,270.89</u>

TOWNSHIP DATA

County DOUGLAS Year 2017

[illegible]

TOWNSHIP DATA

County _____ Year 2017[illegible]

Email Form

County Engineer's/Road Supervisor's Annual Report Instructions

General Instructions:

- This report is designed to solicit basic information that can be readily obtained in most counties. The data reported on this form is the only information that is required to be submitted to the Kansas Department of Transportation for compliance with K.S.A. 68-540. Counties are encouraged to maintain more detailed records for their own use as they deem appropriate.
- Costs reported on this form should reflect only funds expended for road and bridge maintenance and construction activities from January 1 to December 31 of the past year. Information provided should be only for roads and bridges that are under county and township jurisdiction.
- All costs/expenditures recorded should only be those costs actually paid by the county or township. Do not include any Federal/State matching funds applied toward the cost of projects.
- Bridge Definition: For the purpose of this report, a bridge is defined as any structure with an opening twenty (20) feet or longer (measured along centerline of the roadway and between the inside faces of outside walls or abutments), or a low water crossing forty (40) feet or more in length (measured along centerline of the roadway). Bridges should be listed on your bridge inspection report. Any structure with an opening less than twenty (20) feet or a low water crossing less than forty (40) feet in length is considered a culvert.
- Township Costs: It is recognized that counties with townships that maintain roads have difficulty obtaining complete reports from the townships. Since townships do little construction and have few paved roads it is acceptable for this report to assume that the township road budget all goes to road maintenance. If the county is aware of a township road construction project that construction cost can be estimated. A spread sheet has been furnished to tabulate township mileage and budgets. This spreadsheet might make it easier to update township numbers in subsequent years.
- Submit the following items to the Kansas Department of Transportation at the address indicated in the BLP Memo:

Transmittal Cover Letter on County Letterhead (optional)

Attached Cover Sheet

Completed Annual Report Form (pages 1 - 3) (please submit electronically also)

Annual Report Instructions

General: A spreadsheet has been provided to speed up the reporting process. The spreadsheet will automatically add the correct lines to give the totals and transfer them forward. To speed tabulation of the data we ask that you submit the annual report spread sheet electronically attached to an email.

Line by Line Instructions:

Fill in the county and reporting year at the top of the form

1. Road System Type: Pick from County Unit (CU), County-Township (CT), County Rural (CR)
2. Road & Bridge Budget: Budget for reporting year, include Road & Bridge Fund, Special Bridge Fund, etc. Expenditures of Special Machinery Fund and bridge bonds should not be included on this line. If the department budget includes some non-road activities such as landfill, county building maintenance, noxious weeds, etc, these non road items should be deducted.
3. Number of road and bridge employees: This is normally the number in the road and bridge department, and includes office staff, supervisors and workers. This number should not include staff that work on non road and bridge items such as the landfill, parks, and noxious weeds.
4. Miles of County Maintained Road: Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage. The spreadsheet will compute the total and display it in the total column.
5. Major Maintenance: Enter the number of miles of gravel roads resurfaced with 400 tons/mile or more. Enter the number of miles of asphalt maintenance work in the three categories performed during the year. Chip seal includes micro-surfacing, and recycle includes pavement reconstruction.
6. Construction: Enter the amount of construction work and cost for the listed categories. Definition of c o s t , construction, bridges and culverts is explained elsewhere in the instructions. Culverts for this item are those with a waterway opening of 25 s.f. or larger (larger than a 66" pipe).
7. Cost of Asphalt/Concrete Road Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
8. Cost for Gravel/Earth Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
9. Cost for Bridge Maintenance: This should include costs for maintenance performed on bridges listed on your bridge inspection report.
10. Total Maintenance Costs is the total of lines 7, 8 & 9. If using the spread sheet it should automatically total.
11. Cost for Road Construction: This should include all project related costs, except overhead not charged to specific activities or projects. Generally construction is for projects that improve the profile, cross section or horizontal alignment of a road, or improve the surface type from gravel to paved. See examples in the next section on Pages 4 and 5. If using the spreadsheet it should carry forward and automatically total from line 6.
12. Cost for Bridge Construction/Rehabilitation: This should include all project related costs except overhead for bridge replacement and major rehabilitation projects. Rehabilitation projects are only those projects that are intended to raise the sufficiency rating above 80, and should be based on an engineered plan. Include just local costs, do not include federal aid funds. If using the spreadsheet it should automatically carry forward from line 6.

13. Cost for Culvert Construction: This includes costs for new construction for boxes and culverts larger than 25 s.f. of waterway opening (greater than 66" dia. Pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. If using the spreadsheet it should carry forward automatically from line 6.
14. Total Construction Cost is the total of lines 11, 12, & 13. If using the spread sheet it should total automatically.
15. Total Maintenance Cost is carried forward from line 10. If using the spread sheet it should carry forward automatically.
16. Total Construction Cost is carried forward from line 14. If using the spread sheet it should carry forward automatically.
17. Overhead and Administration costs are entered on this line. Overhead and administration are generally costs not directly charged out to maintenance or construction. See examples in the next section for typical overhead and administrative costs.
18. Total County Costs is the total of lines 15, 16 & 17. If using the spread sheet this should be automatically totaled.

This completes the report for County Unit and County Rural road system counties. The remainder of the form is for County-Township Road System Counties only.

Note: It is recommended to use the Township Form page of the spreadsheet. As you list the information for the townships the figures will automatically be carried forward to the appropriate lines of the Annual Report Form.

19. Total Miles of Township Maintained Road. Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage.
20. Cost of Township Road Maintenance: Unless you are aware of township road construction this number will be the total of the townships published budgets.
21. Cost of Township Road Construction: Townships do little road construction, and may not have adequate cost figures. An estimate of road construction cost is adequate for this report if better figures are not available. Also list the number of miles of township road constructed using the same definition as used for county road construction.
22. Total Township Costs is a total of lines 20 & 21. If using the spread sheet this should be automatically totaled.

Examples of Maintenance, Construction and Overhead/Administrative Activities

The following are representative examples of the types of work activities that may be defined as maintenance, construction and overhead as they relate to categories of costs itemized in the report. All categories should include costs for labor, equipment, materials, and contracted work utilized to complete these activities. Please note that the definition for construction has changed substantially from previous years, and will include fewer projects than in the past.

- **Definitions** In general terms, the definitions of maintenance and construction are as follows:

Maintenance: Activities or operations that are intended to maintain and preserve the condition of an existing facility, extend the useful life, and slow down future deterioration.

Road Construction: Road construction is construction of a new road at a new location, or a major upgrade of surfacing type, horizontal alignment, cross section, or vertical alignment of an existing road.

Bridge Construction/Rehabilitation: Bridges are structures that are 20' or more in length as measured along the centerline of the roadway. Bridge construction refers to the installation of a new structure to replace an existing bridge or culvert, or the installation of a structure where one did not previously exist. Bridge rehabilitation is major work to restore the structural integrity of a bridge as well as major work to correct safety defects.

Maintenance Examples:

Road Maintenance:

Paved Roads: Chip seals, crack filling, asphalt overlays, milling asphalt surfaces, recycling, reconstruction of a deteriorated asphalt pavement, pothole patching, repair and maintenance of driveways, pavement marking, and road sweeping. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of shoulders and ditches to restore original grades and lines including reseeding and erosion control. Vegetation management: includes tree and brush removal, trimming, chipping, spraying of weeds and mowing. On gravel and dirt roads: Blading, adding surface material, scarifying surfaces, milling rock ledges, and applying dust control. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of all culverts, and replacement of culverts less than 25 s.f. (66" dia. pipe or smaller).

Bridge Maintenance:

Repair of concrete, wood or steel decks, piers, abutments, stringers, caps, piles, beams, seats, trusses, girders, sills, wing walls, connectors, and hub guards. Excavation and backfilling required to repair approaches. Cleaning, clearing trees and brush, removing drift, realigning channels. Stabilizing banks, placing rip-rap, repairing scours. Cleaning decks. Handrail repair or replacement. Sandblasting and painting. Repair of low water crossings. Hauling, cutting, welding, fabricating, assembling, installing or placing materials. Replacing stone masonry, tuck pointing, repairing scours, grouting concrete surfaces, or replacing concrete slabs.

Culvert Maintenance :

Culvert maintenance includes the same items as bridge maintenance, but for the purposes of the annual report are included in the classification of road maintenance. Counties may want to capture the culvert maintenance costs for their own purposes.

Construction Examples:

Paved Road Construction :

Examples of upgrades that are paved road construction: 1. Paving of a gravel road. 2. Adding shoulders to a paved road that did not have shoulders. 3. Complete reconstruction including modification of cross section, vertical alignments and perhaps horizontal alignment. In most cases road construction projects require engineered plans and additional right of way. Major projects that are **not** considered paved road construction include: overlays, surface recycling, reconstructing an existing asphalt surface. Road work for approach grading for a bridge or culvert project is included in the cost of the bridge or culvert project.

Gravel Road Construction :

Examples of upgrades that are gravel road construction: 1. Regrading and surfacing of a dirt road. 2. Complete reconstruction of an existing rock road including pulling ditches, installing new entrance and crossroad culverts and then re-rocking the road. Gravel road construction may not require engineered plans and additional right of way, but should result in basically a new road. Road work costs for approach grading for a bridge or culvert project should be included in the cost of the bridge or culvert project.

Bridge Construction/Rehabilitation (Structures 20' in length or more):

Bridge construction is the installation of a new structure for replacement of an existing bridge, constructing a new bridge on a new road, or replacing a culvert with a bridge size structure. Bridge rehabilitation is intended to raise the sufficiency rating of the structure above 80, and should be based on an engineered plan. Work in this category includes repairs or replacement of some bridge elements (e.g., deck, girders) but leaves other elements in place. Bridge repairs that do not raise the sufficiency rating above 80 are considered bridge maintenance. Normally approach grading and surfacing are included in the bridge construction cost unless the bridge project is part of a larger road construction project.

Culvert Construction :

Culvert Construction includes costs for new construction and replacement of boxes and culverts larger than 25 s.f. of waterway opening (larger than 66" dia. pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. On major road construction projects culvert construction cost can be included in the cost of the road project.

Examples of Construction Items:

Construction costs for roads, bridges and culverts should include all construction related costs that are not included in department overhead and administration. Following are examples of costs that are normally charged to a project and shown as construction costs.

- Right of way costs such as land cost, damages to remainder, temporary easements, appraisals, negotiation fees, and fence replacement.
- Pre construction items such as utility relocations and design engineering.
- Construction items such as mobilization, construction signing, site preparation, clearing, structure removal, approach grading and filling, structure construction, paving, surfacing, guardrail, and permanent signing, seeding and mulching.
- Construction engineering items such as inspection, and preparing as-built plans.
- Miscellaneous maintenance costs due to the project such as checking construction signing, and barricades, and detour maintenance.

Overhead and Administration

Overhead and administrative costs are those miscellaneous costs not charged directly to construction projects or maintenance activities. When the cost for a work type shown below is significant and can be tied to a construction project, it should be included as part of that project's costs, rather than shown as overhead. Depending on the county's cost accounting setup some maintenance activities listed below will be charged directly to a specific maintenance activity and will not be overhead. For example in the category-Snow & Ice Control, these activities could be charged directly to a work activity such as snow and ice control and rolled up to road maintenance, or charged to overhead and administration. The decision on how to handle miscellaneous activities will be based on the level of detail collected and reported in the cost accounting system, as well as the significance of the expense related to the cost of tracking small items.

Examples of Overhead and Administration

Safety & Training: Training meetings, orientations, schools or seminars. Safety clothing such as gloves, boots, safety glasses, rainwear, hard-hats and protective clothing.

Administration, Supervision & Leave: Wages for secretaries, clerical staff and certain supervisors. Temporary clerical services, data processing, legal counsel, purchasing, bid preparation.

Administrative and supervisory vehicle use and personal vehicle reimbursement. All employee leave types such as vacation, sick, holiday, funeral, civil, and military leave. Call back pay and standby pay if not associated with a project or activity.

Human Resources: Employee meetings, retirement or farewell parties, conferences, interviews and job evaluations, approving time cards, leave slips and equipment tickets, timecard pickup, uniform pickup, drug testing, resolving employee problems, reviewing rules and regulations.

Office Expense: Desks, cabinets, calculators, computers, software, office equipment, maintenance contracts, office supplies, books, publications, postage, general supplies, dues, advertisements, and insurance.

Facility maintenance: Building maintenance, utilities, trash, sanitary facilities, internet access, satellite weather service and delivery service. Yard maintenance, such as cleanup, litter patrol, organizing equipment and supplies, disposal of scrap iron, inventory of equipment and supplies, lockup and opening of yard and shop. General maintenance and cleaning of hand tools and equipment.

Miscellaneous Road Activities: Inspection of roads and bridges; checking complaints, sign inspection, traffic counts; surveying, hauling oil for inventory, mail box repair, dead animal removal, trash pickup, spill cleanup, accidents, fabrication of supplies and equipment. Small tool and equipment purchases.

Snow & Ice Control: Hauling, mixing, and stockpiling salt sand, checking weather, dispatching, putting on salt sand spreaders or snow plows, snow and ice inspection.

Fleet Maintenance: Some fleet maintenance costs could be overhead and administration. Generally agencies charge projects and maintenance activities based on hourly rates for equipment. In that case only costs not charged out would be included in Overhead and Administration.

Memo

To: Douglas County Commissioners: Nancy Thellman, Mike Gaughan, Michelle Derusseau
From: Steven Miles
cc: Crag Weinaug, County Administrator
Date: March 21, 2018
Re: Real Property Relief pursuant to K.S.A. 79-1613

The Kansas Legislature made a change to K.S.A. 79-1613 that became effective July 1, 2014 whereby anyone who has experienced a substantial loss due to a natural disaster such as an earthquake, flood, tornado, fire or storm may make application to the board of county commissioners for an abatement or credit of property taxes levied against such property.

Recently, a request has been made for an abatement or credit of taxes pursuant to K.S.A. 79-1613 – "Homestead destroyed by natural disaster; abatement of tax" – by Richard and Diane Deitz, Penny Saved Penny Earned PSPE LLC.

The subject property is PIN 023-178-33-0-00-00-001.42-0, situs address 204 Crimson Ave, Baldwin City, KS 66006. It was substantially destroyed by a fire on May 29, 2017.

The property was valued by the Douglas County Appraiser for the tax year 2017 at \$156,800 and \$2,881.48 in taxes were levied on the property in November 2017.

Reconstruction An itemized list of the damage from Heartland Adjustments Inc. lists the depreciated total at \$130,056.04. The Baldwin City Planning and Development department issued a building permit for reconstruction on August 11, 2017. The stated estimated project valuation was \$110,00 and the department calculated the estimate to be \$143,302.15. The structure was nearly complete as of January 1, 2018 with an issued Certificate of Occupancy dated March 2, 2018.

K.S.A. 79-1613 states (1) "Destroyed or substantially destroyed" means damage of any origin sustained by a homestead as the direct result of: (A) an earthquake, flood, tornado, fire or storm; or (B) an event or occurrence which the governor of the state of Kansas has declared a disaster, whereby the cost of restoring the structure to its before damaged condition would equal or **exceed 50% of the market value of the structure** before the damage occurred. (emphasis added).

(2) "Homestead" means the dwelling, or any part thereof, ..., which is occupied as a residence by the household and so much of the land surrounding it, as defined as a home site for ad valorem tax purposes,...

The statute goes on to indicate in section (d) that a determination may be made by the board of county commissioners that an owner is entitled to an abatement of **all or any portion** (emphasis added) of the property taxes.

The facts and documentation presented in the application indicate that the restoration cost would exceed 50% of the market value of the structure and the land directly associated with the dwelling.

Because the fire event occurred on May 29, 2017, it would be proper to pro-rate the relief granted. Therefore, I have indicated in the Appraiser's Determination document such a scenario. I have determined that the value would be reduced to the land cost of \$20,000. Therefore, the owners would be entitled to an abatement or credit of \$1,518.45 after proration.

Respectfully submitted by Steven Miles, Douglas County Appraiser

Attachments: K.S.A. 79-1613, Appraiser's Determination report

APPRAISER'S DETERMINATION OF NEW MARKET VALUE FOR DESTROYED PROPERTY

PIN: 023- 178-33-0-00-00-001.42-0

Date of Destruction:

5/29/2017

1. Appraised value of property prior to destruction

\$156,800

2. Fair market value of remaining property (after)

Land

\$20,000

3. Total amount of reduction (line 1 - line 2)

\$136,800

4. Appraised value for the year of destruction (same as line 2)

\$20,000

I hereby certify my determination of the appraised value for the tax year is as shown on line 4.
The tax year is the year in which the destruction occurred.

March 21, 2018

Date

Steven M. Miko

Appraiser

March 22, 2018

Date sent to Owner

Notice to Owner

If you disagree with the appraiser's determination of value, you must appeal the amount of reduction to the county commission.

TREASURER'S CALCULATION FOR AMOUNT OF TAXES TO BE ABATED OR CREDITED FOR THE YEAR OF DESTRUCTION

(Does not apply to property damaged or destroyed voluntarily)

5. Total amount of reduction in value (line 3)

\$136,800

a. Level of assessment

11.50%

b. Assessed Value of reduction (line 5 X line 5a)

\$15,732

c. Mill levy (per \$1,000 of assessed value)

162.349

in tax year destruction occurred

6. Amount of tax on value reduction ((line 5b X line 5c)/1,000)

\$2,554.07

7. Daily rate of tax on value reduction (line 6 / 365 days)

\$7.00

8. Number of days remaining in the tax year

217

9. Amount of abatement or credit (line 7 X line 8)

\$1,518.45

79-1613. Homestead destroyed or substantially destroyed by natural disaster; abatement of tax. (a) As used in this section:

(1) "Destroyed or substantially destroyed" means damage of any origin sustained by a homestead as the direct result of: (A) An earthquake, flood, tornado, fire or storm; or (B) an event or occurrence which the governor of the state of Kansas has declared a disaster, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

(2) "Homestead" means the dwelling, or any part thereof, whether owned or rented, which is occupied as a residence by the household and so much of the land surrounding it, as defined as a home site for ad valorem tax purposes, and may consist of a part of a multi-dwelling or multi-purpose building and a part of the land upon which it is built or a manufactured home or mobile home and the land upon which it is situated. "Owned" includes a vendee in possession under a land contract, a life tenant, a beneficiary under a trust and one or more joint tenants or tenants in common.

(3) "Public or private buyout" means any buyout from a local, state or federal governmental entity or any nongovernmental entity, including, but not limited to, an individual, foundation, trust, association, corporation, limited liability company or partnership.

(b) The owner of any homestead listed and assessed for property taxation purposes which was destroyed or substantially destroyed due to an earthquake, flood, tornado, fire, storm, or other event or occurrence which the governor of the state of Kansas has declared a disaster may make application to the board of county commissioners of the county in which such property is located for the abatement of property taxes levied upon such homestead or for a credit against property taxes payable by such owner, as permitted by this section.

(1) If such homestead has been so destroyed or substantially destroyed after January 1 of a particular year but prior to August 15 of such year, the owner of such homestead may make application to such board of county commissioners for the abatement of property taxes levied upon such homestead, or if such property taxes have been paid or partially paid, may make application for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(2) If such homestead has been so destroyed or substantially destroyed on or after August 15 of a particular year but prior to January 1 of the next succeeding year, the owner of such homestead may make application to such board of county commissioners for the granting of a credit against property taxes payable by such owner during any or all of the next succeeding three taxable years.

(c) An application for relief as permitted by subsection (b) may be made for abatement of property taxes assessed but not yet paid, or for a grant of a credit for assessed property taxes paid or for both, as the case may be, and may be made on or before December 20 of the year next succeeding the year for which such taxes have been assessed.

(d) Upon receipt of any such application, subject to budgetary restraints of the county or taxing subdivision arising from the event or occurrence declared a disaster by the governor, the board of county commissioners shall inquire into and make findings regarding, among other things, whether the property is a homestead, as defined in subsection (a), whether the homestead was destroyed or substantially destroyed, as defined in subsection (a) and the assessed valuation thereof. If it is determined that an owner of such homestead is entitled to an abatement of all or any portion of the property taxes levied against such homestead or is entitled to a credit against property taxes payable by such owner in any or all of the next succeeding three years, the board may issue an order so providing.

(e) The county clerk and county treasurer shall in each case of abatement or credit correct their records in accordance therewith and the county clerk shall notify the governing body of any taxing district affected thereby.

(f) The provisions of this section shall be applicable to all taxable years commencing after December 31, 2011, and all taxable years thereafter.

(g) **History:** L. 2013, ch. 135, § 8; L. 2014, ch. 81, § 3; July 1. http://www.ksrevisor.org/statutes/chapters/ch79/079_016_0013.html 8/2/2017

DOUGLAS COUNTY

KANSAS

Property Search Results: Real Property

Please Note: This information is assumed current as of: **3/12/2018**. For more current information, please call the Appraiser's Office: (785) 832-5133.

Property Information			Map this Property
Year: 2017	Pin Number: 023-178-33-0-00-00-001.42-0	Plate/Record Id: B02665-02AB	
Owner 1: PENNY SAVED PENNY EARNED PSPE LLC			
Owner 2: (no record)			
In-Care-Of: (no record)			
Property Address: 204 CRIMSON AVE, BALDWIN CITY, KANSAS			
Mailing Address: 4833 NEVADA RD BALDWIN CITY, KS, 66006			
Delinquent Tax: No	Tax Unit: 001	School: USD 348	
Sec-Twp-Rng: (no record)	Book: 1111	Page: 6138	

Value Information						
Class	Appraised			Assessed		
	Land	Improvements	Total*	Land	Improvements	Total
R	\$20,000	\$136,800	\$156,800	\$2,300	\$15,732	\$18,032

*Market or Ag use

Tax Information				
Tax	Special Tax	Total Tax	Taxes Paid	Mill Levy

\$2,881.48	\$0.00	\$2,881.48	\$1,440.74	162.3490
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Tax Payment Information

Year	Payment Date	Payment Type	Payment Amount	Print Receipt
2017	12/14/2017	PAYMENT	\$1,440.74	Print Receipt

Please Note: The Accuracy of Payment Information is not Guaranteed. If you have questions regarding payment information, contact the Treasurer's office at (785) 832-5178.

Property Description

SP 11-7-07 FROM B02665-02A FIRETREE ESTATES PHASE 1 BLK 1 LT 2B SOUTH BEG SE COR LT 2 FOR POB W 242 NELY 193 SELY 157 S 31 TO POB AKA LT 2B SOUTH 20636SF 192.8 X 242.6(I)

Legal Description

FIRETREE ESTATES PHASE 1 BLK 1 PARCEL 2B SOUTH DESC AS: BEG ATSW COR LT 2B TH ALONG WLY LINESD LT 2B ON 412.43 FOOT RADIUS CURVE TO RIGHT WITH 70.29 FOOT CHORD BEARING N37DEG42'28"E ARC DISTANCE 70.38 FT TH N42DEG35'49"E ALONG SD WLY LINE 122.45 FT TH S47DEG29'33"E 157.63 FT TO E LINE SD LT 2B TH S 0DEG04'35"E ALONG SD E LINE 39.01 FT TO SE COR SD LT 2B TH S89DEG56'38"W ALONG S LINE SD LT 2B 242.12 FT TO PT BEG 0.467A (PLAT OF SURVEY FILED 11/07/2007 BK 1030/352)(DIV 2008 B02665-02A)

Construction Details:

Number of Stories 1
 1st Floor Sq. Ft. 1344
 2nd Floor Sq. Ft. _____
 3rd Floor Sq. Ft. _____

Basement Unfinished Sq. Ft. _____
 Basement Finished Sq. Ft. _____
 Building Footprint Sq. Ft. _____
 Garage Sq. Ft. 485

Basement Type: ☐ Full ☐ Daylight ☐ Walk-out ☒ Crawl-space
 Footing Type: ☐ Trench ☐ Spread ☐ Pier
 Framing Type: ☒ Wood ☐ Metal ☐ Other _____ ☐ Exterior Wall Cover _____
 Floor Structure: ☒ Conventional Wood ☐ Slab on Grade ☐ Engineered Truss ☐ I-Joist ☐ Other _____
 Roof Structure: ☒ Engineered Truss ☐ Conventional Framing

Is any part of the property in a designated flood plain: ☐ yes ☒ no

Off street parking spaces provided Covered: ☒ Uncovered: ☒

I hereby certify that I have read and examined this permit and know the same to be true and correct. All provision of laws and ordinances governing this type of work will be complied with. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Owner/Contractor: [Signature] Date: 8/11/12

For Office Use Only:

Type of Const.:		Occupancy/Division:	NO.	Type	FEE
1 st Flr Sq. Ft.	1344	# of Stories 1		Building Permit	\$ 822.09
2 nd Flr Sq. Ft.		# Dwelling Units 1		Electric Inspection	\$ 90.00
3 rd Flr Sq. Ft.		Garage Sq. Ft. 485		Electric Permit	\$
Bsmt. Sq. Ft.				Plumbing Permit	\$
Bldg. Sq. Foot	1829			Mechanical Permit	\$
Special Instructions: **ALL BUILDING SHALL MEET 2003 IRC/2002 NEC** ***Insurance funds to be held until permit issued for other half of duplex***				Water Meter Size	\$
				Water System Connection	\$ exist
				Sewer System Connection	\$ exist
				Sewer Tap Inspection	\$ exist
				Temporary Power	\$
				Electric Service: 200 AMP	\$ exist
Staff Estimated Project Evaluation:	\$ 143,302.15			Park Improvement Fee	\$
Approved By Ken Hoffman	Date Approved August 8, 2017			Total Permit Fee	\$ 912.09

Permit # 3915 Date Issued 8/10/2017 ☐ Cash ☐ Check # _____



**Residential Building Permit
One, Two Family Dwelling & Detached
Accessory Structure
Baldwin City, KS
PERMIT # 3915**

PAID
AUG 11 2017
Baldwin City

City of Baldwin City
Planning and Development
609 High Street
Baldwin City, KS 66006
(phone) 785-594-6907
(fax) 785-594-6522

Applicant to Complete This Section:

Site Address: 204 Crimson Avenue, Baldwin City, Kansas 66006

Lot #: _____ Block #: _____ Subdivision: _____

Property Owner: Rick Deitz dba PSPE LLC rdeitz@embarqmail.com

Address/Phone #: 4833 Nevada Rd., Baldwin City, KS 66006 816-797-2634

Contractor: William L Harmon Jr ktmbill62@gmail.com

Address/Phone #: 399 E. 1700 Rd, Baldwin City, KS 66006 785-423-1500

License #: _____

Electrical Contractor: Advantage Electric

Address/Phone #: PO Box 547, Ottawa, KS 66067 785-418-1218

License #: BC-22760

Plumbing Contractor: A & H Air Conditioning and Heating

Address/Phone #: 1717 College St., Baldwin City, KS 66006 785-594-3357

License #: BC-22262

Mechanical Contractor: A & H Air Conditioning and Heating

Address/Phone #: 1717 College St., Baldwin City, KS 66006 785-594-3357

License #: BC-22263

Development Type:

Single-Family ☒ Duplex ☐ Deck ☐ Fence ☐ Shed ☐ Other ☐: _____

Class of Work:

New ☒ Addition ☐ Alteration ☐ Repair ☐ Move ☐ Remove ☐

Description of Work: rebuild from fire, exactly the same, will order engineered stamped trusses, same prints from original

Estimated Project Valuation: \$ 110,000.00

Basement Finished: Yes ☐ No ☒

Certificate of Occupancy

Department of Building Inspection

This certificate issued pursuant to the requirements of Section 110 of the 2003 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the city regulating building construction or use. For the following:

Use Classification R-2

Bldg. Permit No: 3915

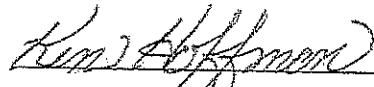
Group R-3 Type Construction IV

Use Zone Residential

Owner of Building Rick Dietz dba PSPE LLC

Building Address 204 Crimson Avenue

Locality Baldwin City



Building Official

March 2, 2018

Date

No: 2018-3915

POST IN A CONSPICUOUS PLACE

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

Property address / parcel i.d. / ref number: 023-178-0-00-00-001.42-0

Applicant (Property owner/taxpayer—nontransferable): Penny Saved Penny Earned PSPE LLC

Douglas County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

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

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

Was the homestead destroyed or substantially destroyed? ☒ YES ☐ NO
(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)
(If any above are "NO", no tax abatement or credit can be granted.)

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

- ☐ **Abatement:** This event occurred after January 1 but prior to August 15.
- ☐ **Credit:** This event occurred on or after August 15 but prior to January 1 of the next year.
The credit can be applied to the property tax of the owner over the next three years.)

Documentation provided:

- ☒ Written estimate of repairs or rebuilding costs by a licensed contractor.
- ☒ Deed of ownership (available at Register of Deeds Office), a copy of contract if buying on contract or title of manufactured home
- ☒ Photos
- ☐ Other: _____

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

- ☐ No abatement or credit will be granted.
- ☐ Abatement / credit of ____% or \$ 1,518.45 of the property tax for tax year 2017 of the parcel i.d. / ref number: 023-178-33-0-00-00-001.42-0.

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

IT IS SO ORDERED, this ____ day of _____, 20____.

_____, County Commissioner

_____, County Commissioner

_____, County Commissioner

REAL PROPERTY RELIEF APPLICATION

____ TAX YEAR

RETURN TO:

DOUGLAS COUNTY APPRAISER'S OFFICE

1100 MASS ST STE 1

LAWRENCE KS 66044

OFFICE #785-832-5133

RECEIVED

FEB 9 2018

*Douglas County
Appraisers Office*

(K.S.A. 2016 Supp. 79-1613)

The following property owner(s) are making application to the county commissioners for property tax abatement, all or partial, or a credit against property taxes payable by the applicant over the next three (3) years. The county commissioners may issue an order granting relief, if any, subject to budgetary restraints of the county or taxing subdivision arising from the destructive event.

Information on Property

Owner of Record (please print): Penny Saved Penny Earned (PSPE), LLC

Taxpayer - if different than owner (please print): _____

Date Damage Occurred (month/day/year): 5/29/2017

Location of Property Destroyed (Property address / parcel i.d. / ref number):

204 Crimson Ave, Baldwin City, KS 66006 - #023-178-33-0-00-00-001.42-0

Mailing Address (please print):

PO Box 405, Baldwin City, KS 66006 / 4833 Nevada Rd, Baldwin

Daytime telephone number: 785-594-2634

Other telephone number: 816-830-3885

Diane Deitz cell #

Information on Loss

Select Homestead Type:

- ☒ Single Family
- ☐ Multi-family
- ☐ Manufactured (Mobile) Home
- ☐ Multi-Purpose Residential

Loss Type:

Was this event declared a disaster by the governor of Kansas?

☐ YES

☒ NO

If NO above, select the cause of damage (must be one of the following):

- ☐ Earthquake
- ☒ Fire
- ☐ Flood
- ☐ Storm
- ☐ Tornado

Include Following with Application:

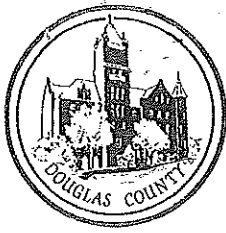
1. Written estimate of repairs or rebuilding costs by a licensed contractor or construction engineer.
2. Deed of ownership (available at Register of Deeds Office), a copy of contract if buying on contract or title of manufactured home
3. Photos documenting the damage or destruction.

Sign and Date:

Applicant Signature: _____

Date: 1/19/18

Insurance Claim #2017-00856 - Upland Mutual Insurance
Jim Barrett



DOUGLAS COUNTY APPRAISER

Douglas County Courthouse
1100 Massachusetts Street, Unit 1
Lawrence, KS 66044-3099
(785) 832-5133 Fax (785) 841-0021
smiles@douglascountyks.org
www.douglascountyks.org

Steven W. Miles, RMA
County Appraiser

November 20, 2017

Penny Saved Penny Earned llc
Attn: Richard Dietz
8433 Nevada Rd
Baldwin City, Ks 66006

To whom it may concern:

It has come to our attention that your property, 204 Crimson Ave, has sustained damage due to fire. You may be entitled to property tax relief pursuant to K.S.A. 79-1613. Please complete the attached Property Relief Application. This information will assist me in determining the loss in value. Supporting documentation should be included:

- **Required Documents:**
 - Written estimate of repairs by a licensed contractor or construction engineer.
 - Deed of ownership.
 - Photographs of damage or destruction.
- Other helpful documents:
 - Fire investigation/Incident report
 - Insurance claim/inspection report
 - Other supporting documentation

You may submit the completed form and documents by 1) email in PDF format to smiles@douglascountyks.org, **or** 2) mail to Douglas County Appraiser's Office, Attn: Steven Miles, 1100 Massachusetts St, Unit 1, Lawrence, KS 66044-3099, **or** 3) visiting our office located in the basement at the address listed above.

Please contact me if you have any questions.

Sincerely,

Steven Miles, RMA
Douglas County Appraiser

Entered in Transfer Record in my office this
31st day of May A.D. 20 14
County Clerk



Douglas County Register of Deeds
Book: 1111 Page: 6138

Receipt #: 453854
Pages Recorded: 1
Cashier Initials: rec

Recording Fee: \$8.00
Authorized By: Kay Penick

Date Recorded: 3/28/2014 2:59:08 PM



18-071

GENERAL WARRANTY DEED

This Deed, Made this 24 day of March, ²⁰¹⁴ 2013 between Richard M. Deitz and Diane Deitz, husband and wife of Douglas County, in the State of Kansas as first parties and Penny Saved Penny Earned PSPE, LLC of Douglas County, in the State of Kansas, as second party,

WITNESSETH: That said parties of the first part in No Additional Consideration and No Kansas Real Estate Validation Questionnaire required because of exception #3, hereby convey and warrant unto second party, all the following described real estate situated in the County of Douglas, State of Kansas, to wit:

Parcel 2B South, Block 1 (204 Crimson Avenue) Beginning at the Southwest corner of Lot 2B, Block 1, Firetree Estates, Phase 1, a subdivision in the City of Baldwin City, Douglas County, Kansas; thence along the Westerly line of said Lot 2B, on a 412.43 foot radius curve to the right with a 70.29 foot chord bearing North 37°42'28" East, an arc distance of 70.38 feet; thence North 42°35'49" East, along said Westerly line, 122.45 feet; thence South 47°29'33" East, 157.63 feet to the East line of said Lot 2B; thence South 00°04'35" East, along said East line, 39.01 feet to the Southeast corner of said Lot 2B; thence South 89°56'38" West, along the South line of said Lot 2B, 242.12 feet to the point of beginning, containing 0.467 acre, more or less.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

First parties, for themselves, their heirs, executors and administrators do hereby covenant, promise and agree to and with second party that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above described premises together with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, estates, taxes, assessments and encumbrances of what nature or kind so ever, except:

And that they will Warrant and forever defend the same unto second party, against first party, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

In Witness Whereof, first parties have hereunto set their hands the day and year first above written.

Richard M. Deitz
Richard M. Deitz

Diane Deitz
Diane Deitz

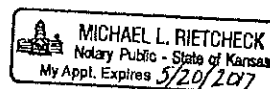
State of Kansas, Douglas County, ss

Be it remembered, That on this 24th day of March, ²⁰¹⁴ 2013 before me the undersigned a Notary Public in and for the County and State aforesaid, came Richard M. Deitz and Diane Deitz, husband and wife who are personally known to me to be the same persons who executed the foregoing deed and duly acknowledged the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Michael L. Rietschek
Notary Public

My Appointment Expires:



MAIL
DIANE DEITZ
4833 NEVADA RD.
BALDWIN CITY, KS 66006

DOUGLAS COUNTY

KANSAS

[Departments](#) | [FAQ](#) | [Maps](#) | [Contact Us](#)



[Home](#) / [Residents](#) / [Property and Taxes](#) / [Property Search](#)

Property Search Results: Real Property

Please Note: This information is assumed current as of: 1/2/2018. For more current information, please call the Appraiser's Office: (785) 832-5133.

[New Search](#) | [Modify Search](#) | [Search Results](#) | [Print this Page](#)

- Select Year - ▼

Property Information

[Map this Property](#)

Year: 2017

Pin Number: 023-178-33-0-00-00-001.42-0

Plate/Record Id: B02665-02AB

Owner 1: PENNY SAVED PENNY EARNED PSPE LLC

Owner 2: (no record)

In-Care-Of: (no record)

Property Address: 204 CRIMSON AVE, BALDWIN CITY, KANSAS

Mailing Address: 4833 NEVADA RD BALDWIN CITY, KS, 66006

Delinquent Tax: No

Tax Unit: 001

School: USD 348

Sec-Twp-Rng: (no record)

Book: 1111

Page: 6138

Value Information

Class	Appraised			Assessed		
	Land	Improvements	Total*	Land	Improvements	Total
R	\$20,000	\$136,800	\$156,800	\$2,300	\$15,732	\$18,032

*Market or Ag use

Tax Information

Tax	Special Tax	Total Tax	Taxes Paid	Mill Levy
\$2,881.48	\$0.00	\$2,881.48	\$1,440.74	162.3490

Tax Payment Information

Year	Payment Date	Payment Type	Payment Amount	Print Receipt
2017	12/14/2017	PAYMENT	\$1,440.74	Print Receipt

Please Note: The Accuracy of Payment Information is not Guaranteed. If you have questions regarding payment information, contact the Treasurer's office at (785) 832-5178.

Property Description

SP 11-7-07 FROM B02665-02A FIRETREE ESTATES PHASE 1 BLK 1 LT 2B SOUTH BEG SE COR LT 2 FOR POB W 242 NELY 193 SELY 157 S 31 TO POB AKA LT 2B SOUTH 20636SF 192.8 X 242.6(l)

Legal Description

FIRETREE ESTATES PHASE 1 BLK 1 PARCEL 2B SOUTH DESC AS: BEG AT SW COR LT 2B TH ALONG WLY LINE SD LT 2B ON 412.43 FOOT RADIUS CURVE TO RIGHT WITH 70.29 FOOT CHORD BEARING N37DEG42'28"E ARC DISTANCE 70.38 FT TH N42DEG35'49"E ALONG SD WLY LINE 122.45 FT TH S47DEG29'33"E 157.63 FT TO E LINE SD LT 2B TH S 0DEG04'35"E ALONG SD E LINE 39.01 FT TO SE COR SD LT 2B TH S89DEG56'38"W ALONG S LINE SD LT 2B 242.12 FT TO PT BEG 0.467A (PLAT OF SURVEY FILED 11/07/2007 BK 1030/352)(DIV 2008 B02665-02A)

[Residents](#) | [Business](#) | [Courts and Law](#) | [Government](#) | [Employment](#) | [Health and Environment](#) | [Recreation](#)

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Courthouse: 1100 Massachusetts Street, Lawrence, KS 66044

Judicial and Law Enforcement Center: 111 East 11th Street, Lawrence, KS 66044

Phone: 785-832-5100 | [Contact the Webmaster](#)

[Policies and Procedures](#)

[Employee Login](#) 



Diane Dettz
816-830-3881

204 Crimson Ave
Baldwin City, KS

fire - 5/29/17

204 Crimson Ave
Baldwin City, KS

Diane Deitz
816-830-3885

Fire -
5/29/17



204 Crimson Ave
Baldwin City, KS

Fire - 5/29/17



204 Crimson
Baldwin City, KS
fire - 5/29/17



204 Crimsm Ave
Baldwin City, KS
66006

Fire- 5/29/17



Diane Deltz 816-830-3885

204 Crimson
Baldwin City, KS

Fire- 5/29/17



204 Crimsm
Baldwin City, KS
Fire - 5/29/17



204 Crimsont Ave
Baldwin City, KS
fire - 5/29/17



204 Crimson Ave
Baldwin City, KS
Fire - 5/29/17



204 Crimson Ave
Baldwin City, KS

Fire - 5/29/17



204 Crimson Ave
Baldwin City, KS

Fire - 5/29/17



204 Crimson Ave
Baldwin City, KS
66006

Fire - 5/29/17





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

Insured: Deitz, Richard
Property: 204 Crimson Ave
Baldwin City, KS 66006
Billing: 4833 Nevada Rd
Baldwin City, KS 66006

Claim Rep.: Jim Barrett

Estimator: Dennis Habiger

Claim Number: 2017-00856

Policy Number: D049148

Type of Loss: Fire

Date of Loss: 5/29/2017
Date Inspected: 5/30/2017

Date Received:
Date Entered: 5/31/2017

Price List: KSKC7X_APR17
Restoration/Service/Remodel
Estimate: 2-2017-614

See Report

**Heartland Adjustment Inc.**

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

The North Face. 2701 Harbor Bay Parkway, Alameda, CA 94502

2-2017-614

Coverage A

Roof

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Laminated - comp. shingle rfg. - w/ felt	41.00 SQ	186.28	7,637.48	(2,291.24)	5,346.24
Sheathing - plywood - 1/2" CDX	4,100.00 SF	1.75	7,175.00	(2,152.50)	5,022.50
Ridge cap - composition shingles	110.00 LF	3.32	365.20	(109.56)	255.64
Drip edge	145.00 LF	1.71	247.95	(74.39)	173.56
Truss - 6/12 slope	1,500.00 LF	5.63	8,445.00	(2,533.50)	5,911.50
Totals: Roof			23,870.63	7,161.19	16,709.44

South Elv

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Siding - vinyl - Premium grade	700.00 SF	4.59	3,213.00	(0.00)	3,213.00
Fanfold foam insulation board - 1/4"	700.00 SF	0.50	350.00	(0.00)	350.00
Sheathing - plywood - 1/2" CDX	650.00 SF	1.25	812.50	(0.00)	812.50
Exterior door, 8' - insulated metal / wood - High grade	1.00 EA	553.12	553.12	(165.94)	387.18
Vinyl window, picture/fixed, 24-32 sf - Premium grade	1.00 EA	426.73	426.73	(0.00)	426.73
Vinyl window -Half circle*	1.00 EA	812.70	812.70	(243.81)	568.89
Exterior light fixture	1.00 EA	81.34	81.34	(0.00)	81.34
Soffit - vinyl	148.00 SF	4.44	657.12	(197.14)	459.98
Fascia - 1" x 6" - #1 pine	128.00 LF	6.17	789.76	(236.93)	552.83
Fascia - metal - 6"	128.00 LF	4.18	535.04	(160.51)	374.53
Wrap wood door frame & trim with aluminum (PER LF)	18.00 LF	11.37	204.66	(61.40)	143.26
Vinyl (PVC) fence, 3'- 4' high - picket	12.00 LF	28.57	342.84	(102.85)	239.99
4" x 4" square wood post (1.33 BF per LF)	18.00 LF	3.19	57.42	(0.00)	57.42
Gutter / downspout - aluminum - 6"	68.00 LF	8.14	553.52	(166.06)	387.46
Totals: South Elv			9,389.75	1,334.64	8,055.11

West Elv

**Heartland Adjustment Inc.**

PO Box 4563
 Topeka, KS 66604
 785-273-5454 phone
 785-273-8520 fax

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Overhead door & hardware - 16' x 7' - High grade	1.00 EA	1,122.87	1,122.87	(0.00)	1,122.87
Siding - vinyl - Premium grade	328.00 SF	4.59	1,505.52	(0.00)	1,505.52
Fanfold foam insulation board - 1/4"	328.00 SF	0.50	164.00	(0.00)	164.00
Sheathing - plywood - 1/2" CDX	328.00 SF	1.25	410.00	(0.00)	410.00
Brick veneer	40.00 SF	8.53	341.20	(102.36)	238.84
Vinyl window - double hung, 4-8 sf - Premium grade	1.00 EA	300.71	300.71	(90.21)	210.50
Exterior light fixture	2.00 EA	81.34	162.68	(48.80)	113.88
Wrap wood garage door frame & trim with aluminum (PER LF)	32.00 LF	10.07	322.24	(96.67)	225.57
Soffit - vinyl	56.00 SF	4.44	248.64	(74.59)	174.05
Fascia - 1" x 6" - #1 pine	56.00 LF	6.17	345.52	(103.66)	241.86
Fascia - metal - 6"	56.00 LF	4.18	234.08	(70.22)	163.86
Lighted house numbers - High grade	1.00 EA	152.38	152.38	(45.71)	106.67
Gutter / downspout - aluminum - 6"	30.00 LF	8.14	244.20	(73.26)	170.94
Totals: West Elv			5,554.04	705.48	4,848.56

EastElv

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
R&R Deck planking - hardwood (Ipe) - 1"x 6"	115.00 SF	14.79	1,700.85	(0.00)	1,700.85
Miscellaneous Concrete - Labor Minimum	1.00 EA	280.88	280.88	(0.00)	280.88
R&R Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	120.00 SF	1.52	182.40	(0.00)	182.40
R&R Deck hand rail/guard rail - Labor only	18.00 LF	14.90	268.20	(0.00)	268.20
Sheathing - plywood - 1/2" CDX	400.00 SF	1.25	500.00	(0.00)	500.00
Fanfold foam insulation board - 1/4"	400.00 SF	0.50	200.00	(0.00)	200.00
Siding - vinyl - Premium grade	400.00 SF	4.59	1,836.00	(0.00)	1,836.00
French double doors - Exterior - stain grade jamb & casing	1.00 EA	1,138.27	1,138.27	(0.00)	1,138.27
Gutter / downspout - aluminum - 6"	28.00 LF	8.14	227.92	(68.38)	159.54
Soffit - vinyl	150.00 SF	4.44	666.00	(199.80)	466.20
Fascia - 1" x 6" - #1 pine	34.00 LF	6.17	209.78	(62.93)	146.85
Fascia - metal - 6"	34.00 LF	4.18	142.12	(42.64)	99.48
Wrap wood door frame & trim with aluminum (PER LF)	22.00 LF	11.37	250.14	(75.04)	175.10



Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

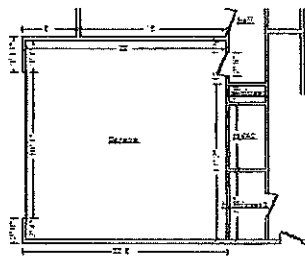
CONTINUED - EastElv

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
4" x 4" square wood post (1.33 BF per LF)	40.00 LF	3.19	127.60	(0.00)	127.60
R&R Central air - condenser unit - 3 ton - 14-15 SEER	1.00 EA	1,825.14	1,825.14	(547.55)	1,277.59
Totals: EastElv			9,555.30	996.34	8,558.96

Miscellaneous

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Electrician - per hour	40.00 HR	82.50	3,300.00	(0.00)	3,300.00
Plumber - per hour	40.00 HR	88.99	3,559.60	(0.00)	3,559.60
Dumpster load - Approx. 40 yards, 7-8 tons of debris	1.00 EA	550.00	550.00	(0.00)	550.00
Totals: Miscellaneous			7,409.60	0.00	7,409.60
Total: Coverage A			55,779.32	10,197.65	45,581.67

Main Level



Garage

Height: 8'

703.43 SF Walls	483.22 SF Ceiling
1186.65 SF Walls & Ceiling	483.22 SF Floor
53.69 SY Flooring	87.93 LF Floor Perimeter
87.93 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
5/8" drywall - hung, taped, floated, ready for paint	483.22 SF	1.88	908.45	(272.54)	635.91
1/2" drywall - hung, taped, floated, ready for paint	703.43 SF	1.80	1,266.17	(379.85)	886.32
Paint the walls and ceiling - two coats	1,186.65 SF	0.80	949.32	(284.80)	664.52
Overhead (garage) door opener	1.00 EA	321.70	321.70	(96.51)	225.19

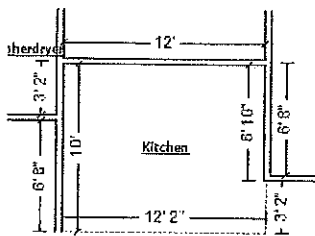


Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

CONTINUED - Garage

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	483.22 SF	1.18	570.20	(171.06)	399.14
Interior door unit	1.00 EA	144.02	144.02	(0.00)	144.02
Door knob - interior	1.00 EA	37.67	37.67	(0.00)	37.67
Demolish/remove home (1001 sf - 2000 sf)	483.22 SF	3.66	1,768.59	(0.00)	1,768.59
Stud wall - 2" x 8" - 24" oc	703.43 SF	2.46	1,730.44	(0.00)	1,730.44
Batt insulation - 6" - R19 - unfaced batt	218.00 SF	0.80	174.40	(0.00)	174.40
Totals: Garage			7,870.96	1,204.76	6,666.20



Kitchen

Height: 8'

230.67 SF Walls	120.53 SF Ceiling
351.19 SF Walls & Ceiling	120.53 SF Floor
13.39 SY Flooring	28.83 LF Floor Perimeter
28.83 LF Ceil. Perimeter	

Missing Wall

3' 2" X 8'

Opens into FAMILY_ROOM

Missing Wall

12' 2" X 8'

Opens into FAMILY_ROOM

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
5/8" drywall - hung, taped, floated, ready for paint	120.53 SF	1.88	226.60	(67.98)	158.62
1/2" drywall - hung, taped, floated, ready for paint	230.67 SF	1.80	415.21	(124.56)	290.65
Ceiling fan & light - High grade	1.00 EA	382.15	382.15	(114.65)	267.50
Paint the walls and ceiling - two coats	351.19 SF	0.80	280.95	(84.29)	196.66
Baseboard - 2 1/4"	28.83 LF	2.17	62.56	(18.77)	43.79
Stain & finish baseboard	28.83 LF	1.27	36.61	(10.98)	25.63
Cabinetry - upper (wall) units - Premium grade	12.00 LF	245.20	2,942.40	(882.72)	2,059.68
Cabinetry - lower (base) units - High grade	24.00 LF	230.40	5,529.60	(1,658.88)	3,870.72
Countertop - flat laid plastic laminate	20.00 LF	39.52	790.40	(237.12)	553.28

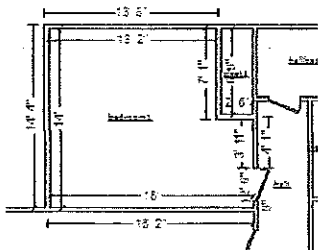


Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Garbage disposer	1.00 EA	210.83	210.83	(63.25)	147.58
Light fixture - High grade	1.00 EA	90.34	90.34	(27.10)	63.24
220 volt outlet - Heavy duty	1.00 EA	37.62	37.62	(11.29)	26.33
Dishwasher	1.00 EA	568.93	568.93	(170.68)	398.25
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	120.53 SF	1.18	142.23	(42.67)	99.56
Ceramic/porcelain tile	120.53 SF	12.97	1,563.27	(468.98)	1,094.29
Sink - double	1.00 EA	321.61	321.61	(0.00)	321.61
Sink faucet - Kitchen	1.00 EA	194.92	194.92	(0.00)	194.92
Demolish/remove home (1001 sf - 2000 sf)	120.53 SF	3.66	441.14	(0.00)	441.14
Stud wall - 2" x 8" - 24" oc	230.67 SF	2.46	567.45	(0.00)	567.45
Totals: Kitchen			14,804.82	3,983.92	10,820.90



bedroom1

Height: 8'

480.00 SF Walls	204.09 SF Ceiling
684.09 SF Walls & Ceiling	204.09 SF Floor
22.68 SY Flooring	60.00 LF Floor Perimeter
60.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	480.00 SF	1.80	864.00	(259.20)	604.80
5/8" drywall - hung, taped, floated, ready for paint	204.09 SF	1.88	383.69	(115.11)	268.58
Ceiling fan & light - High grade	1.00 EA	382.15	382.15	(114.65)	267.50
Baseboard - 2 1/4"	60.00 LF	2.17	130.20	(39.06)	91.14
Stain & finish baseboard	60.00 LF	1.27	76.20	(22.86)	53.34
Casing - 2 1/4"	31.00 LF	1.54	47.74	(14.32)	33.42
Stain & finish casing	31.00 LF	1.31	40.61	(12.18)	28.43
Interior door unit - High grade	1.00 EA	162.02	162.02	(48.61)	113.41
Stain & finish door slab only (per side)	2.00 EA	47.53	95.06	(28.52)	66.54
Paint the walls and ceiling - two coats	684.09 SF	0.80	547.27	(164.18)	383.09

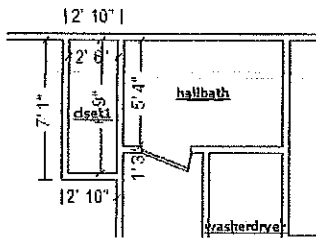


Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

CONTINUED - bedroom1

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	204.09 SF	1.18	240.83	(72.25)	168.58
Carpet - High grade	204.09 SF	4.34	885.75	(265.73)	620.02
Carpet pad	204.09 SF	0.54	110.21	(33.06)	77.15
Demolish/remove home (1001 sf - 2000 sf)	204.09 SF	3.66	746.97	(0.00)	746.97
Stud wall - 2" x 8" - 24" oc	480.00 SF	2.46	1,180.80	(0.00)	1,180.80
Totals: bedroom1			5,893.50	1,189.73	4,703.77



clset1

Height: 8'

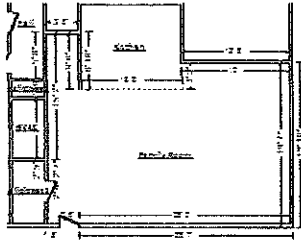
147.72 SF Walls	16.76 SF Ceiling
164.47 SF Walls & Ceiling	16.76 SF Floor
1.86 SY Flooring	18.46 LF Floor Perimeter
18.46 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
5/8" drywall - hung, taped, floated, ready for paint	16.76 SF	1.88	31.51	(9.45)	22.06
1/2" drywall - hung, taped, floated, ready for paint	147.72 SF	1.80	265.90	(79.77)	186.13
Paint the walls and ceiling - two coats	164.47 SF	0.80	131.58	(39.47)	92.11
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	16.76 SF	1.18	19.78	(5.93)	13.85
Closet shelf and rod package	7.00 LF	15.21	106.47	(31.94)	74.53
Carpet - High grade	16.76 SF	4.34	72.74	(21.82)	50.92
Carpet pad	16.76 SF	0.54	9.05	(2.72)	6.33
Demolish/remove home (1001 sf - 2000 sf)	16.76 SF	3.66	61.34	(0.00)	61.34
Stud wall - 2" x 8" - 24" oc	147.72 SF	2.46	363.39	(0.00)	363.39
Totals: clset1			1,061.76	191.10	870.66



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Family Room

Height: 8'

756.00 SF Walls	533.92 SF Ceiling
1289.92 SF Walls & Ceiling	533.92 SF Floor
59.32 SY Flooring	94.50 LF Floor Perimeter
94.50 LF Ceil. Perimeter	

Missing Wall

12' 2" X 8'

Opens into KITCHEN

Missing Wall

3' 2" X 8'

Opens into KITCHEN

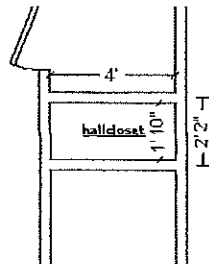
DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	756.00 SF	1.80	1,360.80	(408.24)	952.56
5/8" drywall - hung, taped, floated, ready for paint	533.92 SF	1.88	1,003.77	(301.13)	702.64
Ceiling fan & light - High grade	1.00 EA	382.15	382.15	(114.65)	267.50
Baseboard - 2 1/4"	94.50 LF	2.17	205.07	(61.52)	143.55
Stain & finish baseboard	94.50 LF	1.27	120.02	(36.01)	84.01
Casing - 2 1/4"	66.00 LF	1.54	101.64	(30.49)	71.15
Stain & finish casing	31.00 LF	1.31	40.61	(12.18)	28.43
Interior door unit - High grade	1.00 EA	162.02	162.02	(48.61)	113.41
Stain & finish door slab only (per side)	2.00 EA	47.53	95.06	(28.52)	66.54
Paint the walls and ceiling - two coats	1,289.92 SF	0.80	1,031.94	(309.58)	722.36
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	533.92 SF	1.18	630.03	(189.01)	441.02
Ceramic/porcelain tile	533.92 SF	12.97	6,924.94	(2,077.48)	4,847.46
Demolish/remove home (1001 sf - 2000 sf)	533.92 SF	3.66	1,954.15	(0.00)	1,954.15
Stud wall - 2" x 8" - 24" oc	756.00 SF	2.46	1,859.76	(0.00)	1,859.76
Batt insulation - 6" - R19 - unfaced batt	425.00 SF	0.80	340.00	(0.00)	340.00

Totals: Family Room

16,211.96

3,617.42

12,594.54



hallcloset

Height: 8'

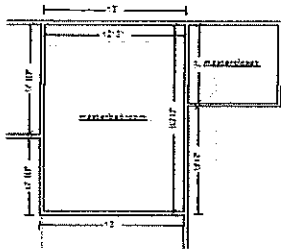
94.08 SF Walls	7.48 SF Ceiling
101.56 SF Walls & Ceiling	7.48 SF Floor
0.83 SY Flooring	11.76 LF Floor Perimeter
11.76 LF Ceil. Perimeter	



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DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Demolish/remove home (1001 sf - 2000 sf)	7.48 SF	3.66	27.38	(0.00)	27.38
1/2" drywall - hung, taped, floated, ready for paint	94.08 SF	1.80	169.34	(50.80)	118.54
5/8" drywall - hung, taped, floated, ready for paint	7.48 SF	1.88	14.06	(4.22)	9.84
Paint the walls and ceiling - two coats	101.56 SF	0.80	81.25	(24.38)	56.87
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	7.48 SF	1.18	8.83	(2.65)	6.18
Ceramic/porcelain tile	7.48 SF	12.97	97.02	(29.11)	67.91
Stud wall - 2" x 8" - 24" oc	94.08 SF	2.46	231.44	(0.00)	231.44
Totals: hallcloset			629.32	111.16	518.16



masterbedroom

Height: 8'

469.33 SF Walls	211.11 SF Ceiling
680.44 SF Walls & Ceiling	211.11 SF Floor
23.46 SY Flooring	58.67 LF Floor Perimeter
58.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	469.33 SF	1.80	844.79	(253.44)	591.35
5/8" drywall - hung, taped, floated, ready for paint	211.11 SF	1.88	396.89	(119.07)	277.82
Ceiling fan & light - High grade	1.00 EA	382.15	382.15	(114.65)	267.50
Baseboard - 2 1/4"	58.67 LF	2.17	127.31	(38.19)	89.12
Stain & finish baseboard	58.67 LF	1.27	74.51	(22.35)	52.16
Casing - 2 1/4"	31.00 LF	1.54	47.74	(14.32)	33.42
Stain & finish casing	31.00 LF	1.31	40.61	(12.18)	28.43
Interior door unit - High grade	1.00 EA	162.02	162.02	(48.61)	113.41
Stain & finish door slab only (per side)	2.00 EA	47.53	95.06	(28.52)	66.54
Paint the walls and ceiling - two coats	680.44 SF	0.80	544.35	(163.31)	381.04
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	211.11 SF	1.18	249.11	(74.73)	174.38
Carpet - High grade	211.11 SF	4.34	916.22	(274.87)	641.35
Carpet pad	211.11 SF	0.54	114.00	(34.20)	79.80
Demolish/remove home (1001 sf - 2000 sf)	211.11 SF	3.66	772.66	(0.00)	772.66
Stud wall - 2" x 8" - 24" oc	469.33 SF	2.46	1,154.55	(0.00)	1,154.55

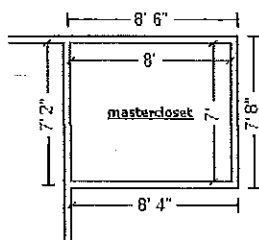


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CONTINUED - masterbedroom

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Totals: masterbedroom			5,921.97	1,198.44	4,723.53

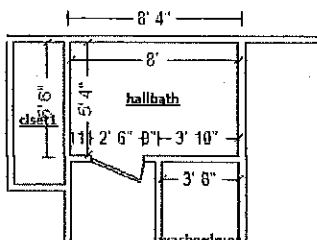


mastercloset

Height: 8'

240.00 SF Walls	56.00 SF Ceiling
296.00 SF Walls & Ceiling	56.00 SF Floor
6.22 SY Flooring	30.00 LF Floor Perimeter
30.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Closet shelf and rod package	16.00 LF	15.21	243.36	(73.01)	170.35
1/2" drywall - hung, taped, floated, ready for paint	240.00 SF	1.80	432.00	(129.60)	302.40
5/8" drywall - hung, taped, floated, ready for paint	56.00 SF	1.88	105.28	(31.58)	73.70
Baseboard - 2 1/4"	30.00 LF	2.17	65.10	(19.53)	45.57
Stain & finish baseboard	30.00 LF	1.27	38.10	(11.43)	26.67
Paint the walls and ceiling - two coats	296.00 SF	0.80	236.80	(71.04)	165.76
Demolish/remove home (1001 sf - 2000 sf)	56.00 SF	3.66	204.96	(0.00)	204.96
Stud wall - 2" x 8" - 24" oc	240.00 SF	2.46	590.40	(0.00)	590.40
Totals: mastercloset			1,916.00	336.19	1,579.81



hallbath

Height: 8'

213.62 SF Walls	42.76 SF Ceiling
256.38 SF Walls & Ceiling	42.76 SF Floor
4.75 SY Flooring	26.70 LF Floor Perimeter
26.70 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
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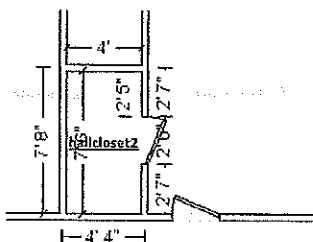


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CONTINUED - hallbath

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	213.62 SF	1.80	384.52	(115.36)	269.16
5/8" drywall - hung, taped, floated, ready for paint	42.76 SF	1.88	80.39	(24.12)	56.27
Paint the walls and ceiling - two coats	256.38 SF	0.80	205.10	(61.53)	143.57
Toilet	1.00 EA	381.17	381.17	(114.35)	266.82
Bathtub	1.00 EA	724.18	724.18	(217.25)	506.93
Vanity	5.00 LF	125.10	625.50	(187.65)	437.85
Vanity top - one sink - cultured onyx	5.00 LF	107.72	538.60	(161.58)	377.02
Sink faucet - Bathroom	1.00 EA	175.87	175.87	(52.76)	123.11
Tub/shower faucet	1.00 EA	259.91	259.91	(77.97)	181.94
Interior door unit - High grade	1.00 EA	162.02	162.02	(48.61)	113.41
Stain & finish door slab only (per side)	2.00 EA	47.53	95.06	(28.52)	66.54
Exhaust fan - High grade	1.00 EA	176.24	176.24	(52.87)	123.37
Medicine cabinet	1.00 EA	158.97	158.97	(47.69)	111.28
Light bar - 4 lights	1.00 EA	79.59	79.59	(23.88)	55.71
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	42.76 SF	1.18	50.46	(15.14)	35.32
Ceramic/porcelain tile	42.76 SF	12.97	554.60	(166.38)	388.22
Demolish/remove home (1001 sf - 2000 sf)	42.76 SF	3.66	156.50	(0.00)	156.50
Stud wall - 2" x 8" - 24" oc	213.62 SF	2.46	525.51	(0.00)	525.51
Totals: hallbath			5,334.19	1,395.66	3,938.53



hallcloset2

Height: 8'

184.28 SF Walls	30.13 SF Ceiling
214.42 SF Walls & Ceiling	30.13 SF Floor
3.35 SY Flooring	23.04 LF Floor Perimeter
23.04 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	184.28 SF	1.80	331.70	(99.51)	232.19

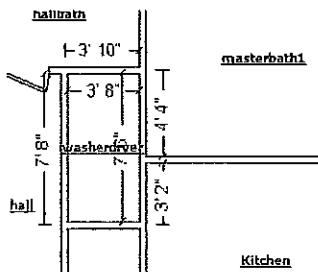


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CONTINUED - hallcloset2

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
5/8" drywall - hung, taped, floated, ready for paint	30.13 SF	1.88	56.64	(16.99)	39.65
Paint the walls and ceiling - two coats	214.42 SF	0.80	171.54	(51.46)	120.08
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	30.13 SF	1.18	35.55	(10.67)	24.88
Ceramic/porcelain tile	30.13 SF	12.97	390.79	(117.24)	273.55
Demolish/remove home (1001 sf - 2000 sf)	30.13 SF	3.66	110.28	(0.00)	110.28
Stud wall - 2" x 8" - 24" oc	184.28 SF	2.46	453.33	(0.00)	453.33
Totals: hallcloset2			1,549.83	295.87	1,253.96



washerdryer

Height: 8'

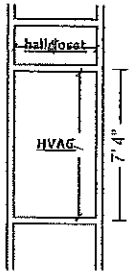
178.67 SF Walls	27.50 SF Ceiling
206.17 SF Walls & Ceiling	27.50 SF Floor
3.06 SY Flooring	22.33 LF Floor Perimeter
22.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	178.67 SF	1.80	321.61	(96.48)	225.13
5/8" drywall - hung, taped, floated, ready for paint	27.50 SF	1.88	51.70	(15.51)	36.19
Paint the walls and ceiling - two coats	206.17 SF	0.80	164.94	(49.48)	115.46
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	27.50 SF	1.18	32.45	(9.74)	22.71
Ceramic/porcelain tile	27.50 SF	12.97	356.68	(107.00)	249.68
Demolish/remove home (1001 sf - 2000 sf)	27.50 SF	3.66	100.65	(0.00)	100.65
Stud wall - 2" x 8" - 24" oc	178.67 SF	2.46	439.53	(0.00)	439.53
220 volt outlet - Heavy duty	1.00 EA	37.62	37.62	(11.29)	26.33
Totals: washerdryer			1,505.18	289.50	1,215.68



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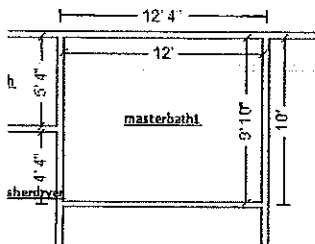


HVAC

Height: 8'

176.28 SF Walls	28.12 SF Ceiling
204.41 SF Walls & Ceiling	28.12 SF Floor
3.12 SY Flooring	22.04 LF Floor Perimeter
22.04 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Water heater - 40 gallon - Gas - 9 yr	1.00 EA	880.25	880.25	(0.00)	880.25
Furnace - forced air - high efficiency - 100,000 BTU	1.00 EA	2,585.68	2,585.68	(775.70)	1,809.98
5/8" drywall - hung, taped, floated, ready for paint	28.12 SF	1.88	52.87	(15.86)	37.01
1/2" drywall - hung, taped, floated, ready for paint	176.28 SF	1.80	317.30	(95.19)	222.11
Paint the walls and ceiling - two coats	204.41 SF	0.80	163.53	(49.06)	114.47
Demolish/remove home (1001 sf - 2000 sf)	28.12 SF	3.66	102.92	(0.00)	102.92
Stud wall - 2" x 8" - 24" oc	176.28 SF	2.46	433.65	(0.00)	433.65
Breaker panel - 200 amp	1.00 EA	1,088.46	1,088.46	(0.00)	1,088.46
Totals: HVAC			5,624.66	935.81	4,688.85



masterbath1

Height: 8'

349.33 SF Walls	118.00 SF Ceiling
467.33 SF Walls & Ceiling	118.00 SF Floor
13.11 SY Flooring	43.67 LF Floor Perimeter
43.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	349.33 SF	1.80	628.79	(188.64)	440.15
5/8" drywall - hung, taped, floated, ready for paint	118.00 SF	1.88	221.84	(66.55)	155.29
Paint the walls and ceiling - two coats	467.33 SF	0.80	373.86	(112.16)	261.70
Toilet	1.00 EA	381.17	381.17	(114.35)	266.82
Bathtub	1.00 EA	724.18	724.18	(217.25)	506.93
Vanity	5.00 LF	125.10	625.50	(187.65)	437.85
Vanity top - one sink - cultured onyx	5.00 LF	107.72	538.60	(161.58)	377.02
Sink faucet - Bathroom	1.00 EA	175.87	175.87	(52.76)	123.11

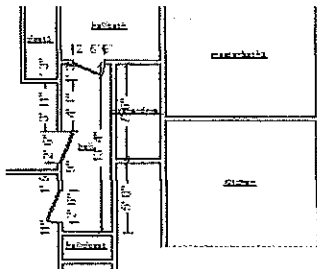


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CONTINUED - masterbath1

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Tub/shower faucet	1.00 EA	259.91	259.91	(77.97)	181.94
Interior door unit - High grade	1.00 EA	162.02	162.02	(48.61)	113.41
Stain & finish door slab only (per side)	2.00 EA	47.53	95.06	(28.52)	66.54
Exhaust fan - High grade	1.00 EA	176.24	176.24	(52.87)	123.37
Medicine cabinet	1.00 EA	158.97	158.97	(47.69)	111.28
Light bar - 4 lights	1.00 EA	79.59	79.59	(23.88)	55.71
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	118.00 SF	1.18	139.24	(41.77)	97.47
Ceramic/porcelain tile	118.00 SF	12.97	1,530.46	(459.14)	1,071.32
Demolish/remove home (1001 sf - 2000 sf)	118.00 SF	3.66	431.88	(0.00)	431.88
Stud wall - 2" x 8" - 24" oc	349.33 SF	2.46	859.35	(0.00)	859.35
Totals: masterbath1			7,562.53	1,881.39	5,681.14



hall

Height: 8'

277.15 SF Walls	53.45 SF Ceiling
330.61 SF Walls & Ceiling	53.45 SF Floor
5.94 SY Flooring	34.64 LF Floor Perimeter
34.64 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1/2" drywall - hung, taped, floated, ready for paint	277.15 SF	1.80	498.87	(149.66)	349.21
5/8" drywall - hung, taped, floated, ready for paint	53.45 SF	1.88	100.49	(30.15)	70.34
Paint the walls and ceiling - two coats	330.61 SF	0.80	264.49	(79.35)	185.14
Joist - floor or ceiling - 2x6 - w/blocking - 24" oc	53.45 SF	1.18	63.07	(18.92)	44.15
Ceramic/porcelain tile	53.45 SF	12.97	693.25	(207.98)	485.27
Demolish/remove home (1001 sf - 2000 sf)	53.45 SF	3.66	195.63	(0.00)	195.63
Stud wall - 2" x 8" - 24" oc	277.15 SF	2.46	681.79	(0.00)	681.79
Totals: hall			2,497.59	486.06	2,011.53

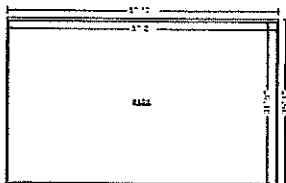


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Total: Main Level	78,384.27	17,117.01	61,267.26
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attic



attc

Height: 8'

1465.79 SF Walls	1968.48 SF Ceiling
3434.27 SF Walls & Ceiling	1968.48 SF Floor
218.72 SY Flooring	183.22 LF Floor Perimeter
183.22 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Blown-in insulation - 14" depth - R38	1,968.48 SF	1.89	3,720.43	(1,116.13)	2,604.30
Totals: attc			3,720.43	1,116.13	2,604.30
Total: attic			3,720.43	1,116.13	2,604.30
Line Item Totals: 2-2017-614			137,884.02	28,430.79	109,453.23

Grand Total Areas:

5,966.36 SF Walls	3,901.55 SF Ceiling	9,867.92 SF Walls and Ceiling
3,901.55 SF Floor	433.51 SY Flooring	745.80 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	745.80 LF Ceil. Perimeter
3,901.55 Floor Area	4,092.11 Total Area	5,966.36 Interior Wall Area
4,830.96 Exterior Wall Area	389.22 Exterior Perimeter of Walls	
7,342.91 Surface Area	73.43 Number of Squares	536.66 Total Perimeter Length
210.09 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	137,541.18	99.75%	131,056.04	99.78%
Other Structures	342.84	0.25%	287.99	0.22%
Contents	0.00	0.00%	0.00	0.00%
Total	137,884.02	100.00%	131,344.03	100.00%

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Summary for Dwelling

Line Item Total			137,541.18
Overhead	@	10.0%	13,754.21
Profit	@	10.0%	13,754.21
Replacement Cost Value			\$165,049.60
Less Depreciation			(33,993.56)
Actual Cash Value			\$131,056.04
Less Deductible			(1,000.00)
Net Claim			\$130,056.04
Total Depreciation			33,993.56
Less Residual Amount Over Limit(s)			(549.60)
Total Recoverable Depreciation			33,443.96
Net Claim if Depreciation is Recovered			\$163,500.00

Dennis Habiger



Heartland Adjustment Inc.

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Summary for Other Structures

Line Item Total			342.84
Overhead	@	10.0%	34.28
Profit	@	10.0%	34.28
Replacement Cost Value			\$411.40
Less Depreciation			(123.41)
Actual Cash Value			\$287.99
Net Claim			\$287.99
Total Recoverable Depreciation			123.41
Net Claim if Depreciation is Recovered			\$411.40

Dennis Habiger



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1 IMG_3309

Date Taken: 5/30/2017

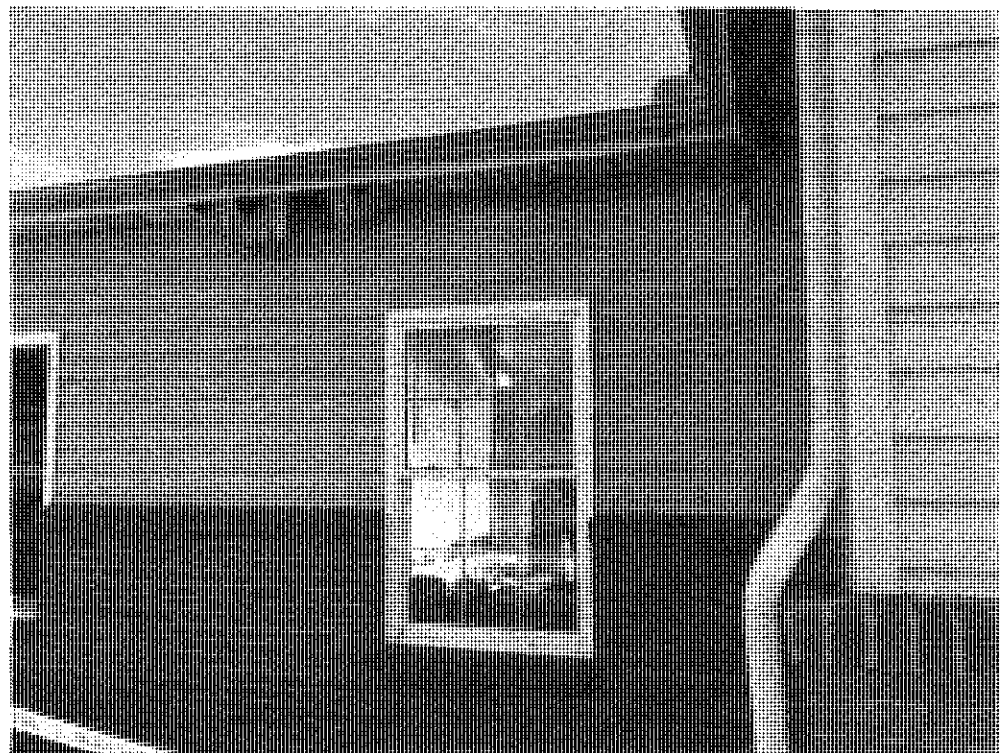
Taken By: Dennis Habiger



2 IMG_3310

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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3 IMG_3311

Date Taken: 5/30/2017

Taken By: Dennis Habiger



4 IMG_3312

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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785-273-8520 fax

5 IMG_3313

Date Taken: 5/30/2017

Taken By: Dennis Habiger



6 IMG_3314

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
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7 IMG_3315

Date Taken: 5/30/2017

Taken By: Dennis Habiger



8 IMG_3316

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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9 IMG_3317

Date Taken: 5/30/2017

Taken By: Dennis Habiger



10 IMG_3318

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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11 IMG_3319

Date Taken: 5/30/2017

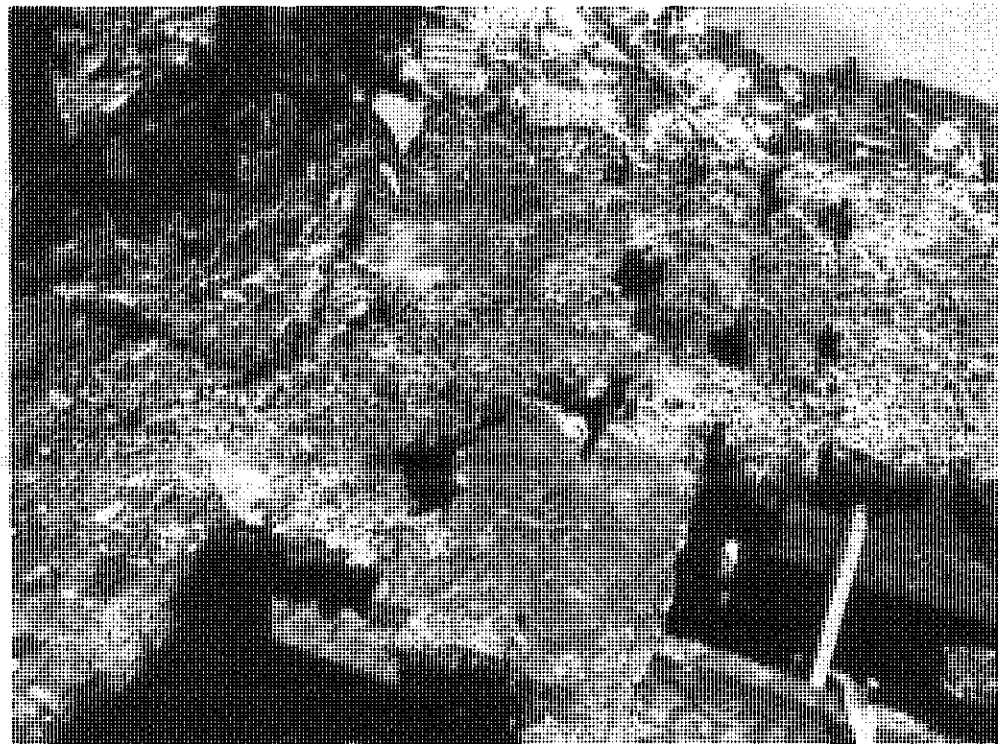
Taken By: Dennis Habiger



12 IMG_3320

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
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13 IMG_3321

Date Taken: 5/30/2017

Taken By: Dennis Habiger



14 IMG_3322

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

15 IMG_3323

Date Taken: 5/30/2017

Taken By: Dennis Habiger



16 IMG_3324

Date Taken: 5/30/2017

Taken By: Dennis Habiger





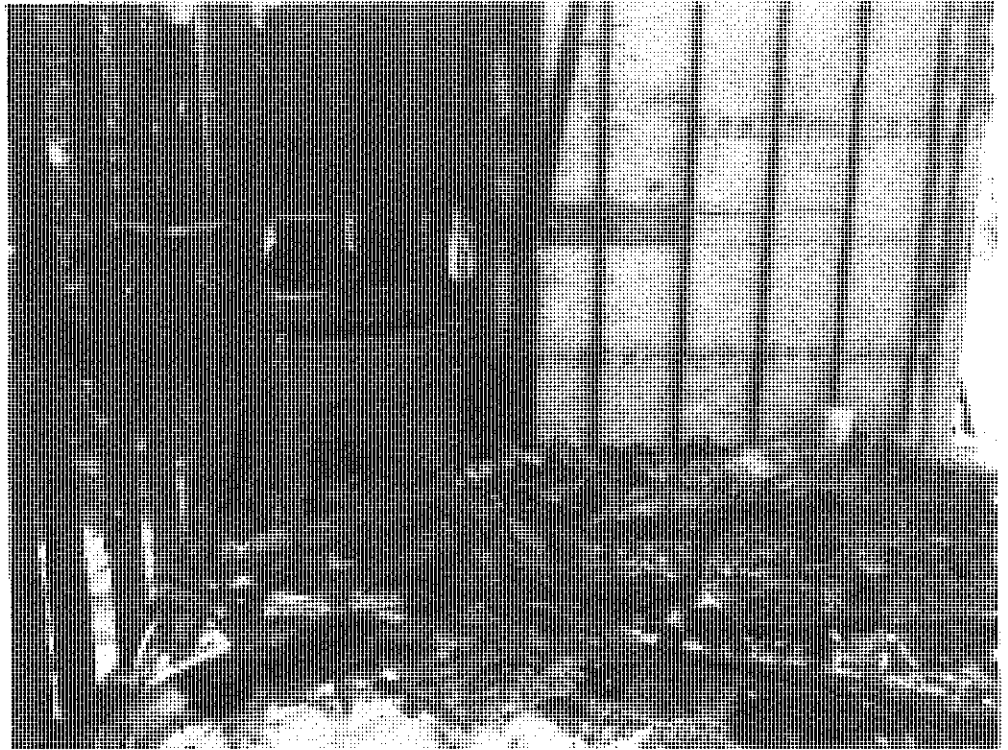
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

17 IMG_3325

Date Taken: 5/30/2017

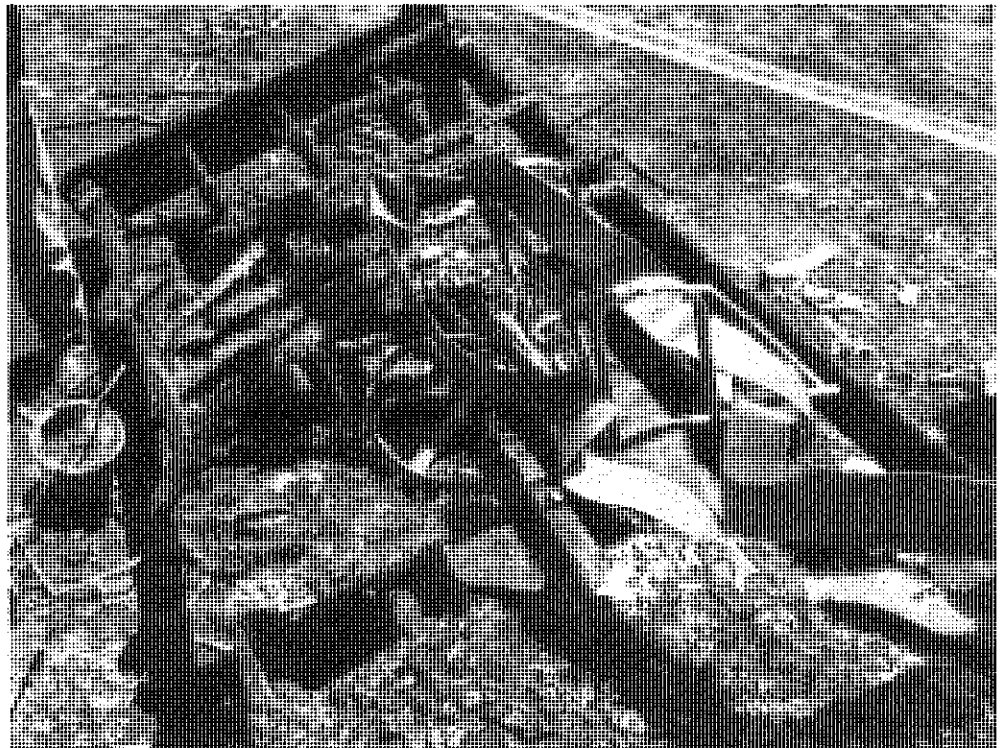
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18 IMG_3326

Date Taken: 5/30/2017

Taken By: Dennis Habiger





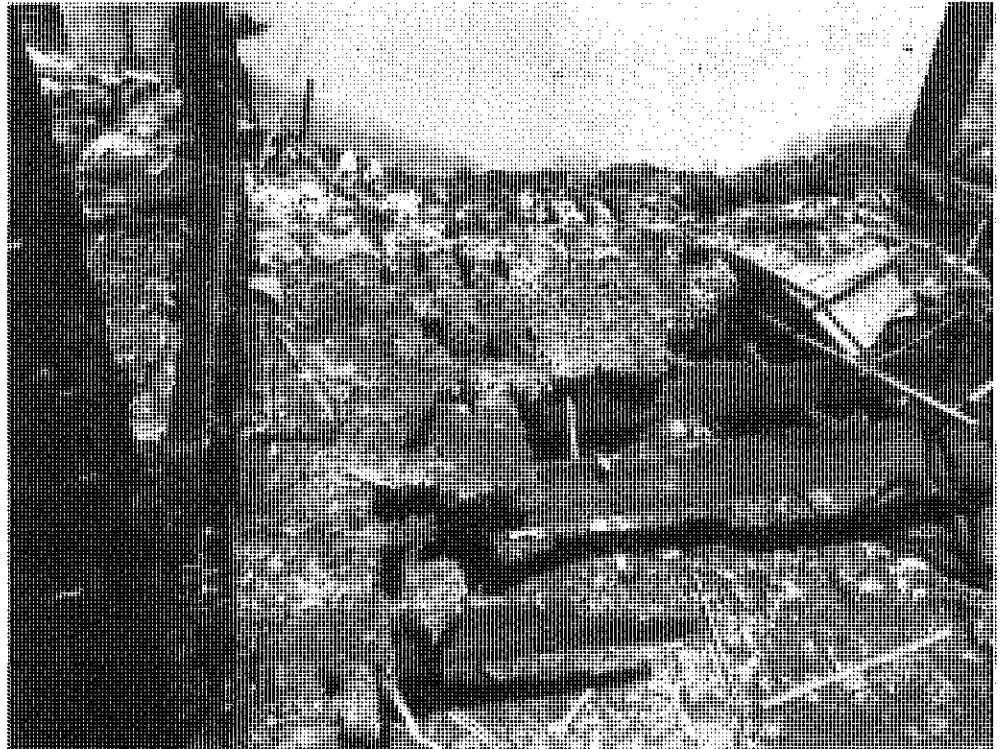
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

19 IMG_3327

Date Taken: 5/30/2017

Taken By: Dennis Habiger



20 IMG_3328

Date Taken: 5/30/2017

Taken By: Dennis Habiger





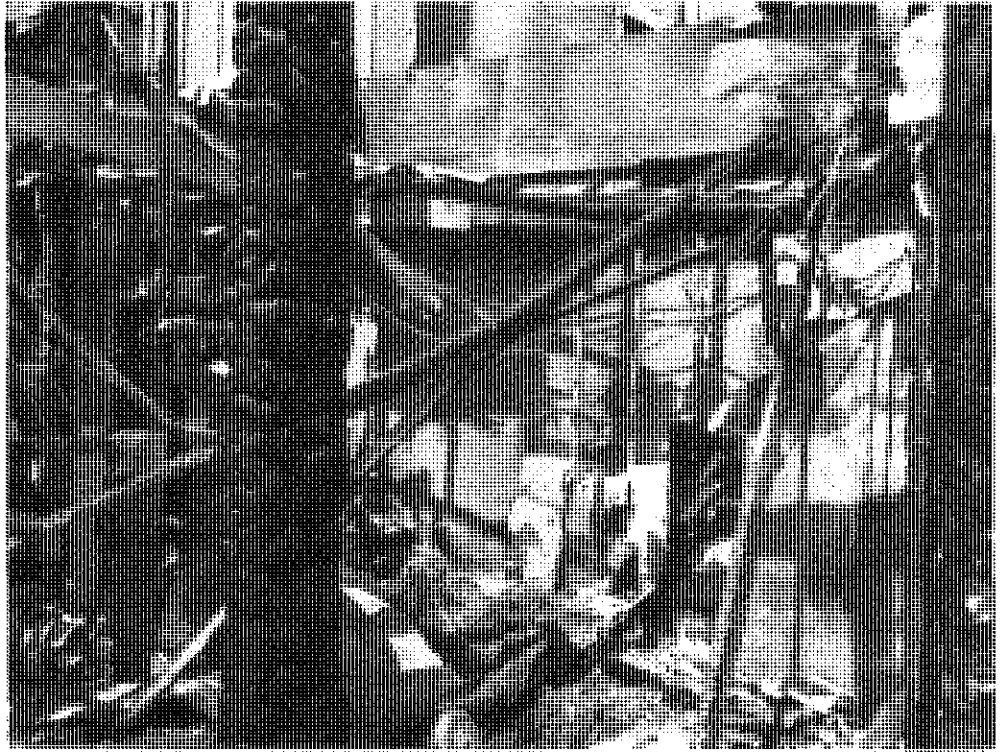
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

21 IMG_3329

Date Taken: 5/30/2017

Taken By: Dennis Habiger



22 IMG_3330

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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Topeka, KS 66604
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23 IMG_3331

Date Taken: 5/30/2017

Taken By: Dennis Habiger



24 IMG_3332

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

25 IMG_3333

Date Taken: 5/30/2017

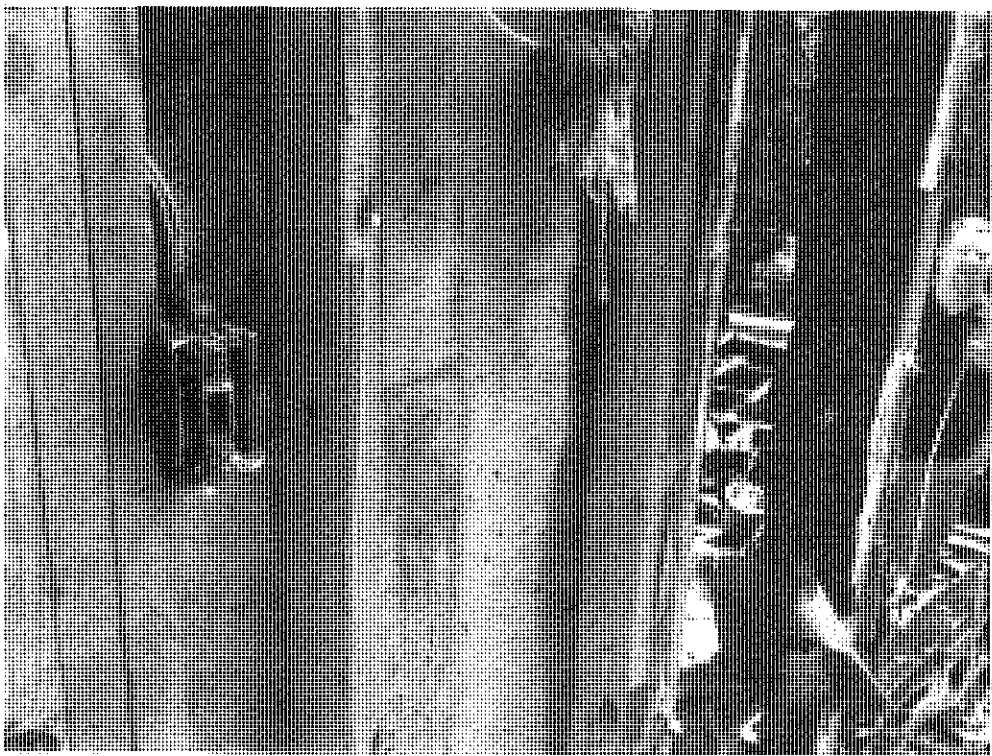
Taken By: Dennis Habiger



26 IMG_3334

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
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785-273-8520 fax

27 IMG_3335

Date Taken: 5/30/2017

Taken By: Dennis Habiger



28 IMG_3336

Date Taken: 5/30/2017

Taken By: Dennis Habiger





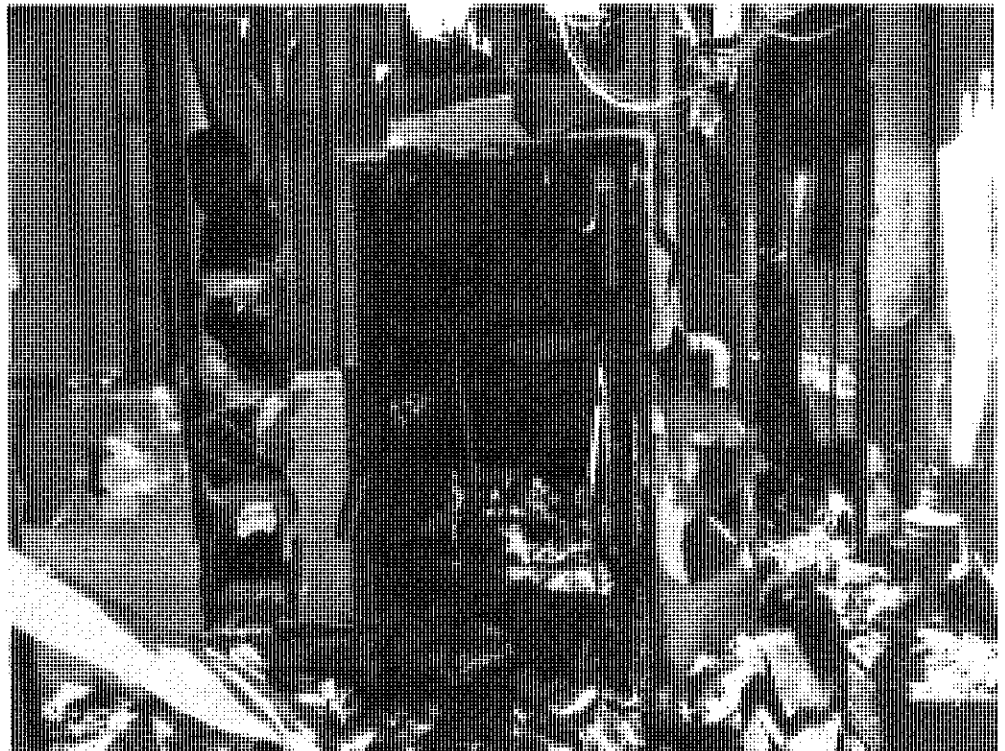
Heartland Adjustment Inc.

PO Box 4563
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785-273-5454 phone
785-273-8520 fax

29 IMG_3337

Date Taken: 5/30/2017

Taken By: Dennis Habiger



30 IMG_3338

Date Taken: 5/30/2017

Taken By: Dennis Habiger





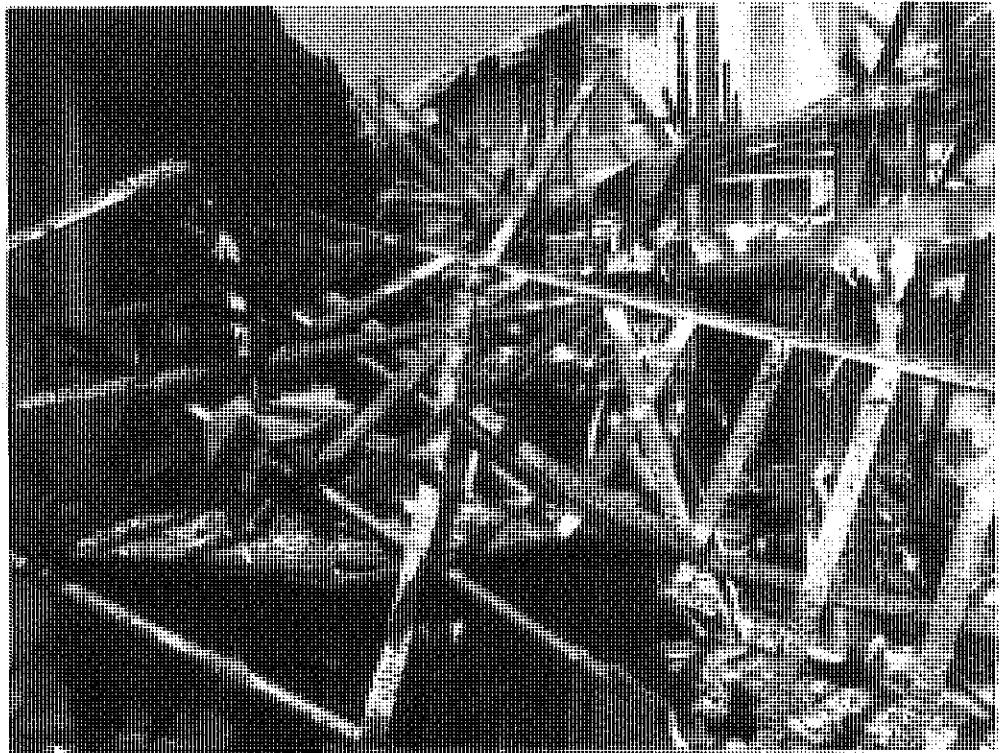
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
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785-273-8520 fax

31 IMG_3339

Date Taken: 5/30/2017

Taken By: Dennis Habiger



32 IMG_3340

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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PO Box 4563
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33 IMG_3341

Date Taken: 5/30/2017

Taken By: Dennis Habiger



34 IMG_3342

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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PO Box 4563
Topeka, KS 66604
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35 IMG_3343

Date Taken: 5/30/2017

Taken By: Dennis Habiger



36 IMG_3344

Date Taken: 5/30/2017

Taken By: Dennis Habiger





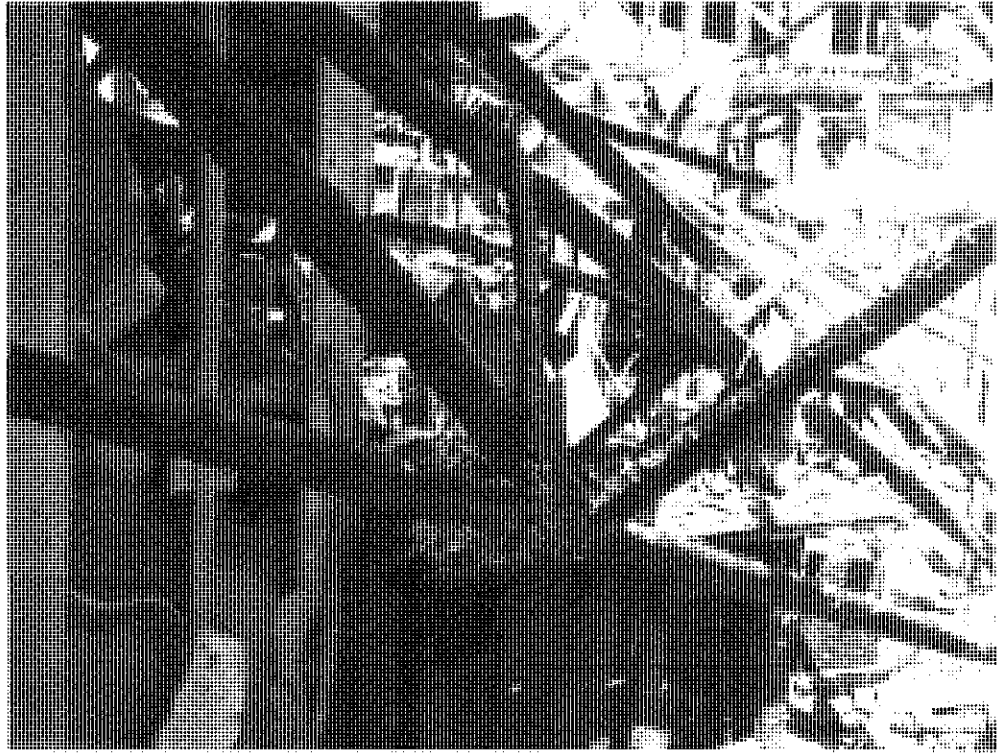
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

37 IMG_3345

Date Taken: 5/30/2017

Taken By: Dennis Habiger



38 IMG_3346

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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PO Box 4563
Topeka, KS 66604
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39 IMG_3347

Date Taken: 5/30/2017

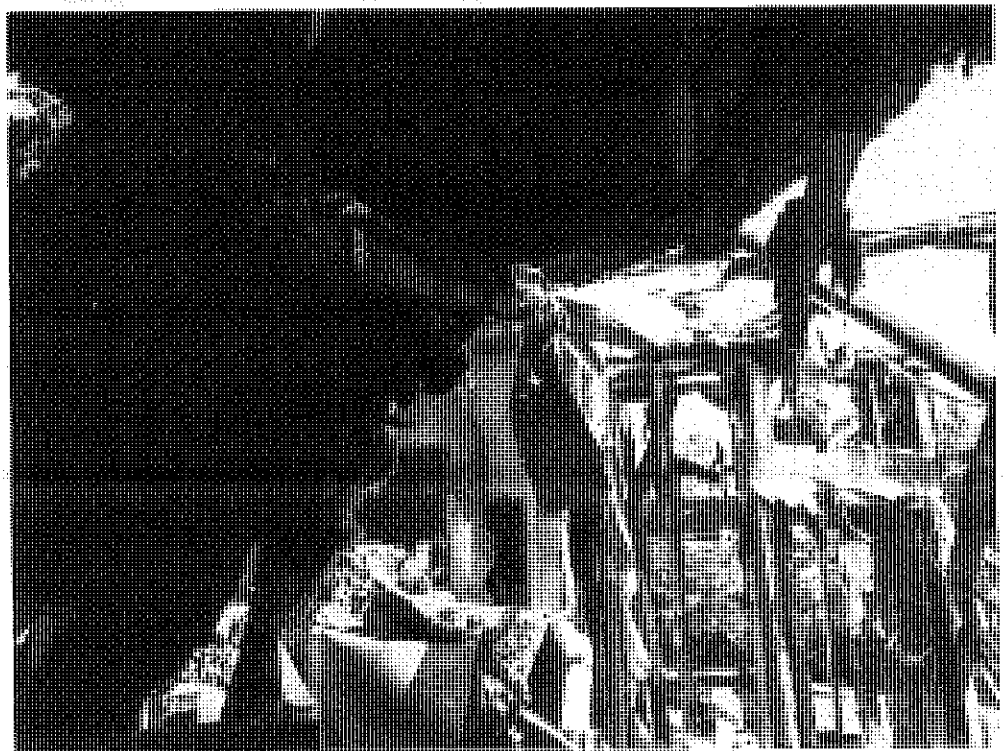
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40 IMG_3348

Date Taken: 5/30/2017

Taken By: Dennis Habiger





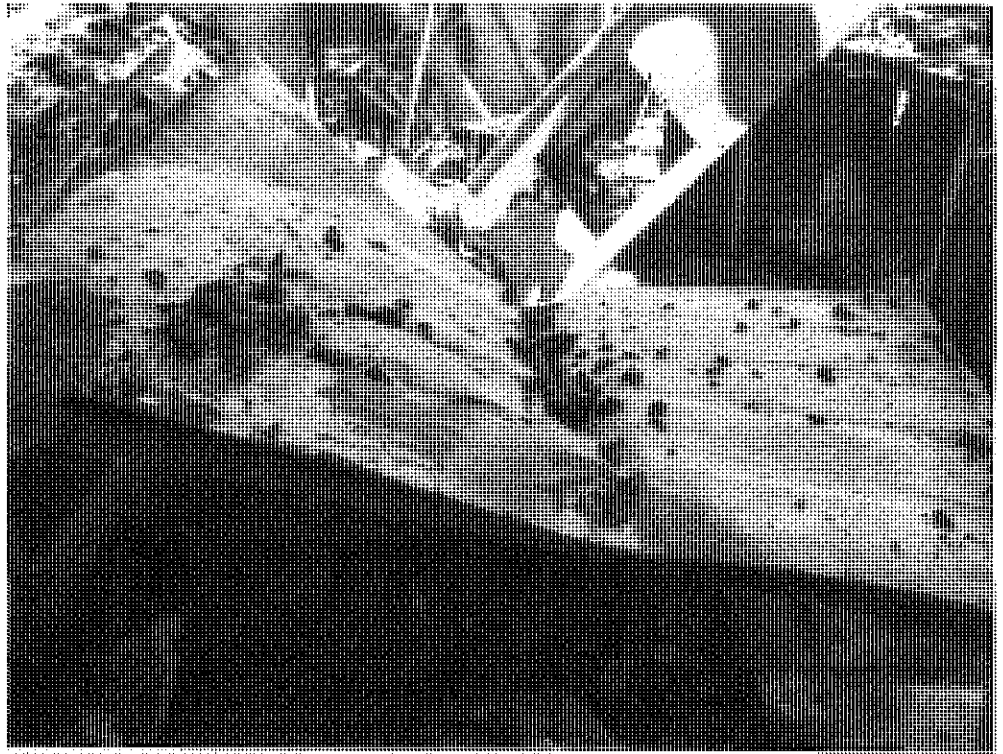
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

41 IMG_3349

Date Taken: 5/30/2017

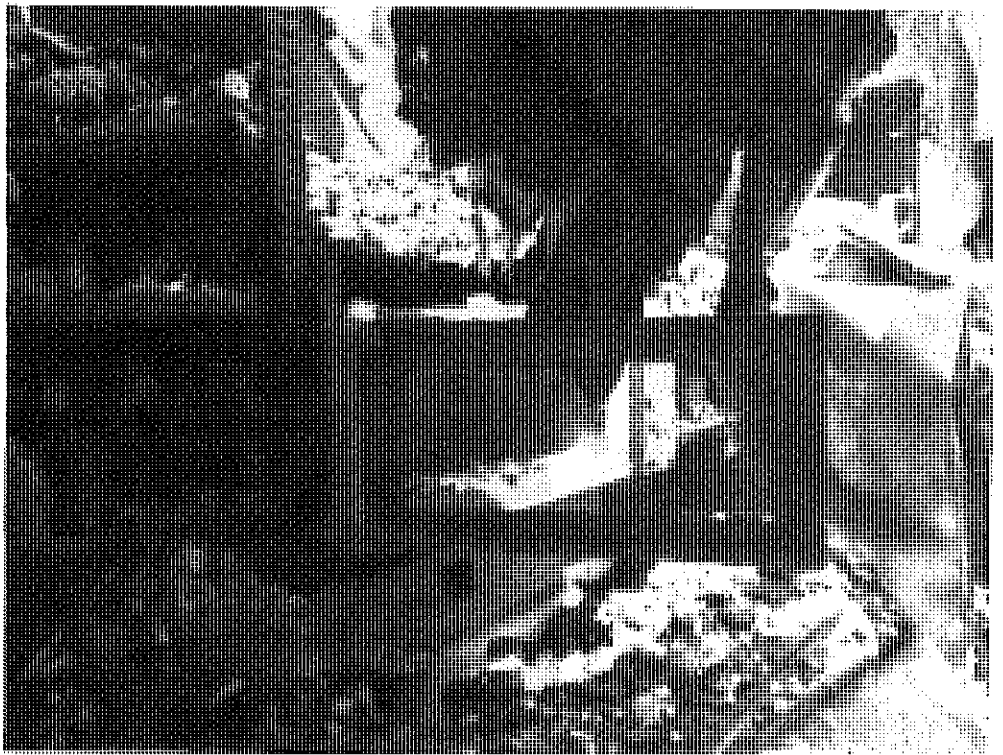
Taken By: Dennis Habiger



42 IMG_3350

Date Taken: 5/30/2017

Taken By: Dennis Habiger





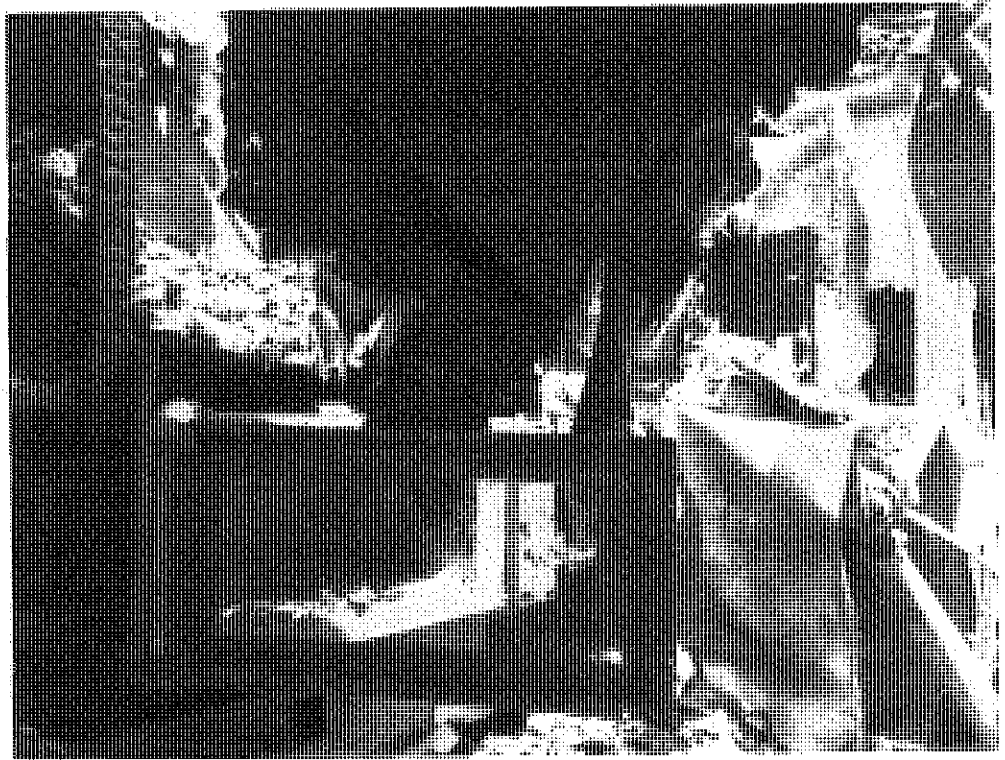
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

43 IMG_3351

Date Taken: 5/30/2017

Taken By: Dennis Habiger



44 IMG_3352

Date Taken: 5/30/2017

Taken By: Dennis Habiger





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45 IMG_3353

Date Taken: 5/30/2017

Taken By: Dennis Habiger



46 IMG_3354

Date Taken: 5/30/2017

Taken By: Dennis Habiger





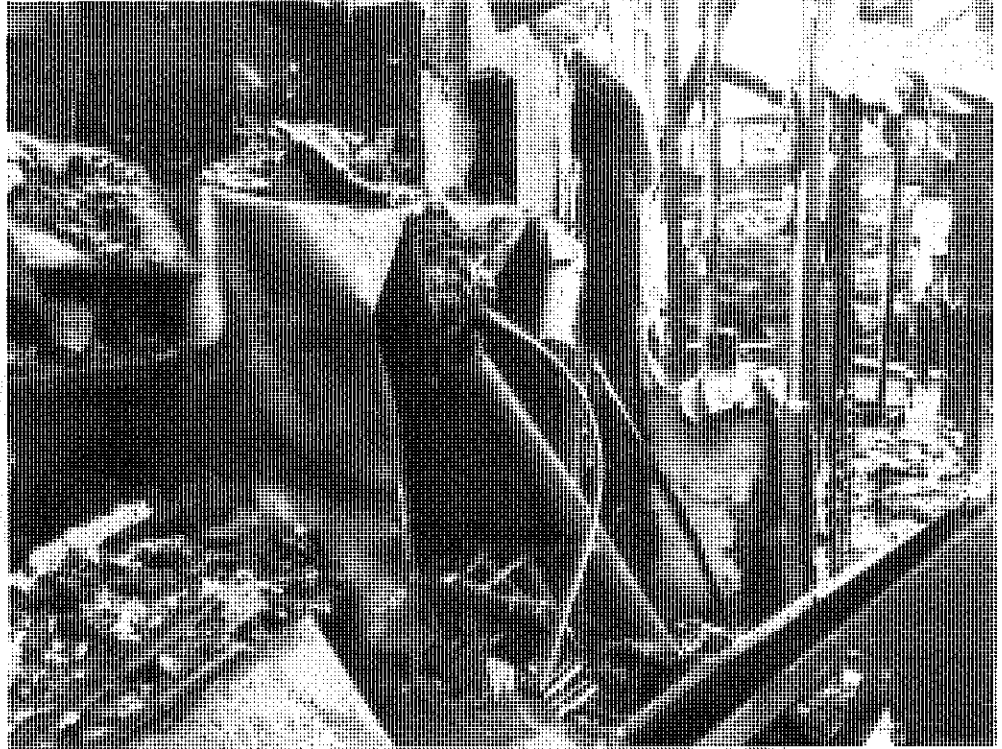
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

47 IMG_3355

Date Taken: 5/30/2017

Taken By: Dennis Habiger



48 IMG_3356

Date Taken: 5/30/2017

Taken By: Dennis Habiger





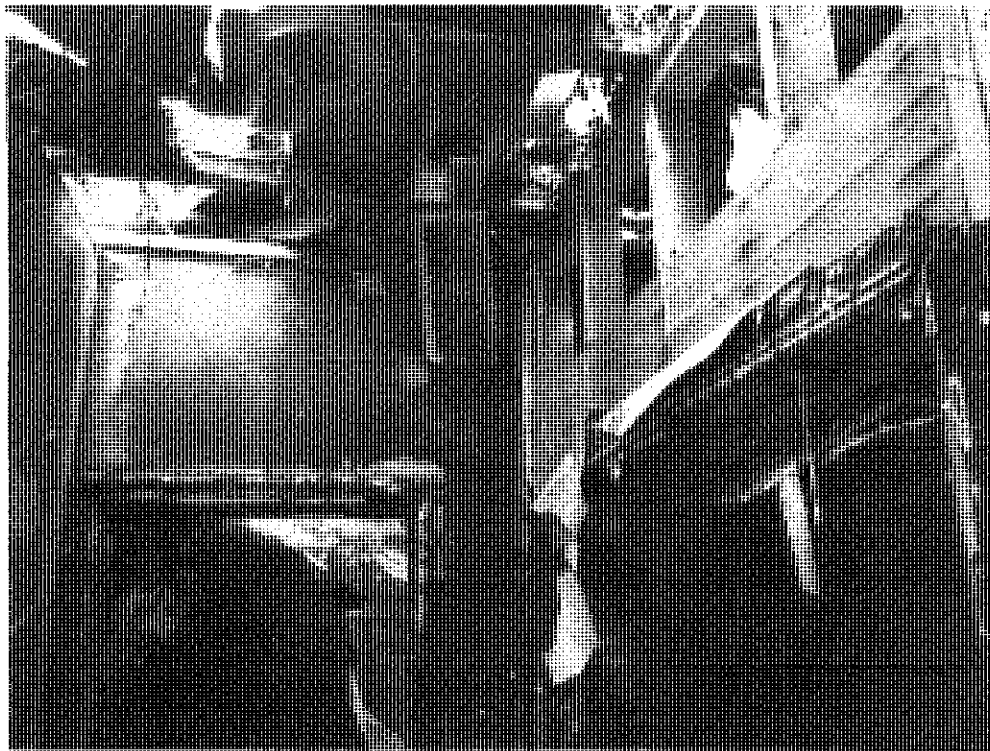
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

49 IMG_3357

Date Taken: 5/30/2017

Taken By: Dennis Habiger



50 IMG_3358

Date Taken: 5/30/2017

Taken By: Dennis Habiger





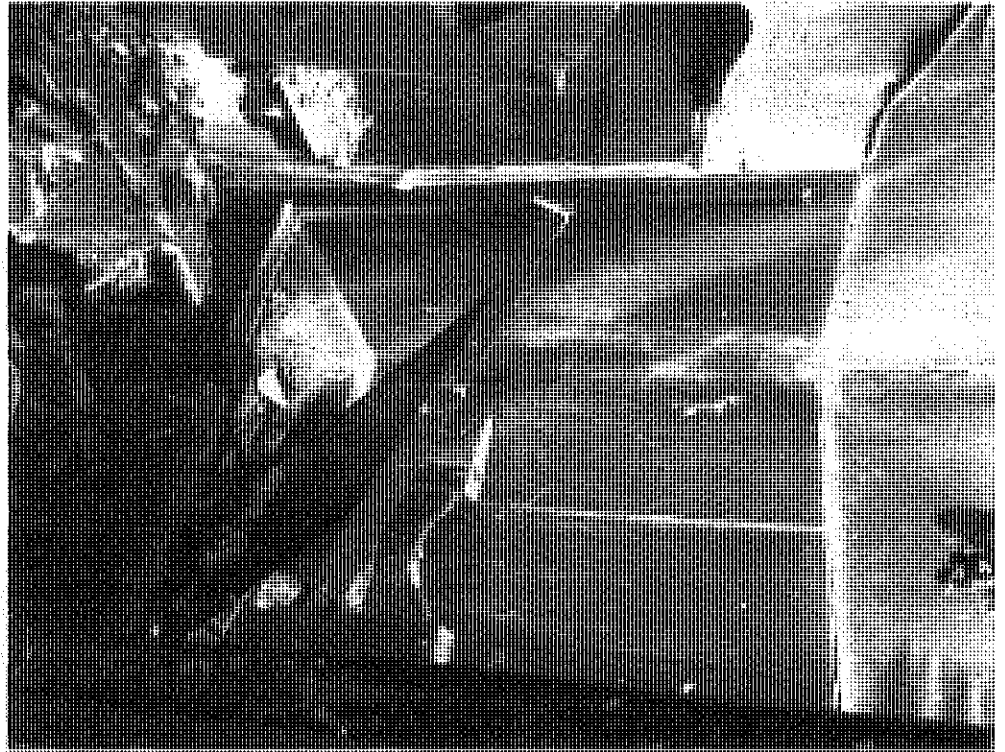
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

51 IMG_3359

Date Taken: 5/30/2017

Taken By: Dennis Habiger



52 IMG_3360

Date Taken: 5/30/2017

Taken By: Dennis Habiger





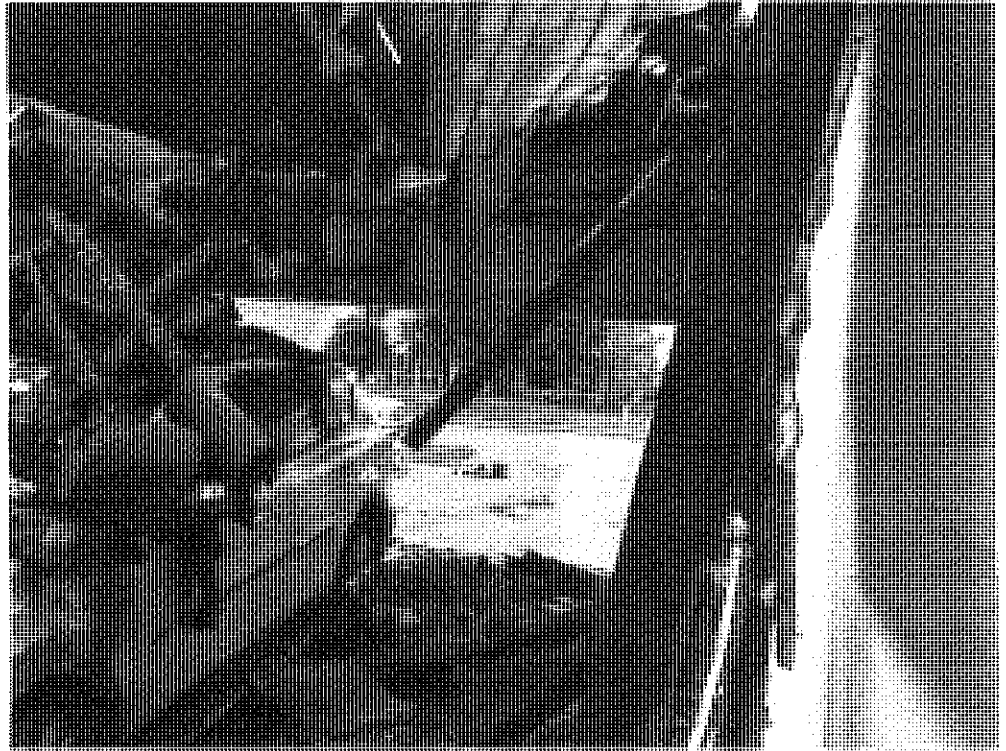
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

53 IMG_3361

Date Taken: 5/30/2017

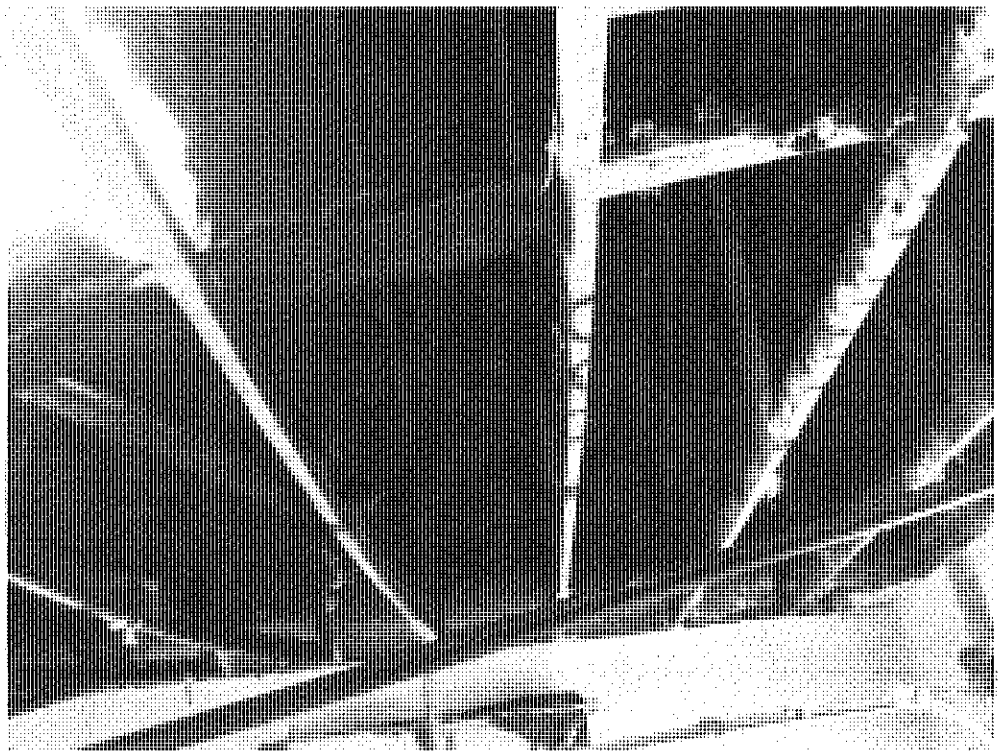
Taken By: Dennis Habiger



54 IMG_3362

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

55 IMG_3363

Date Taken: 5/30/2017

Taken By: Dennis Habiger



56 IMG_3364

Date Taken: 5/30/2017

Taken By: Dennis Habiger





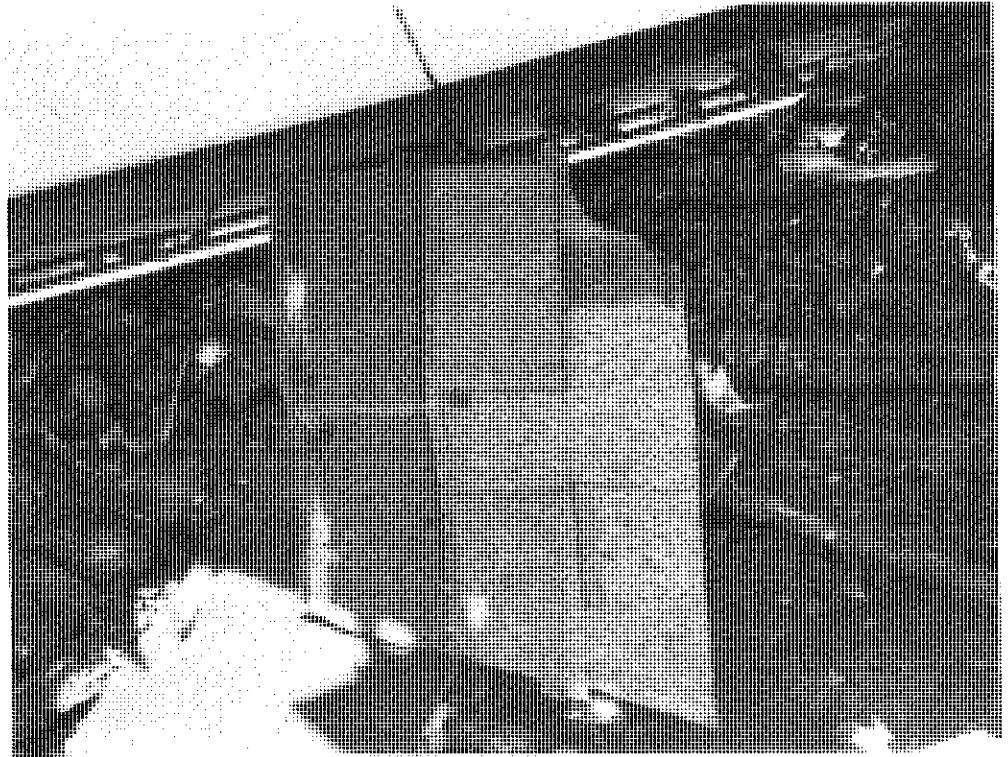
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

57 IMG_3365

Date Taken: 5/30/2017

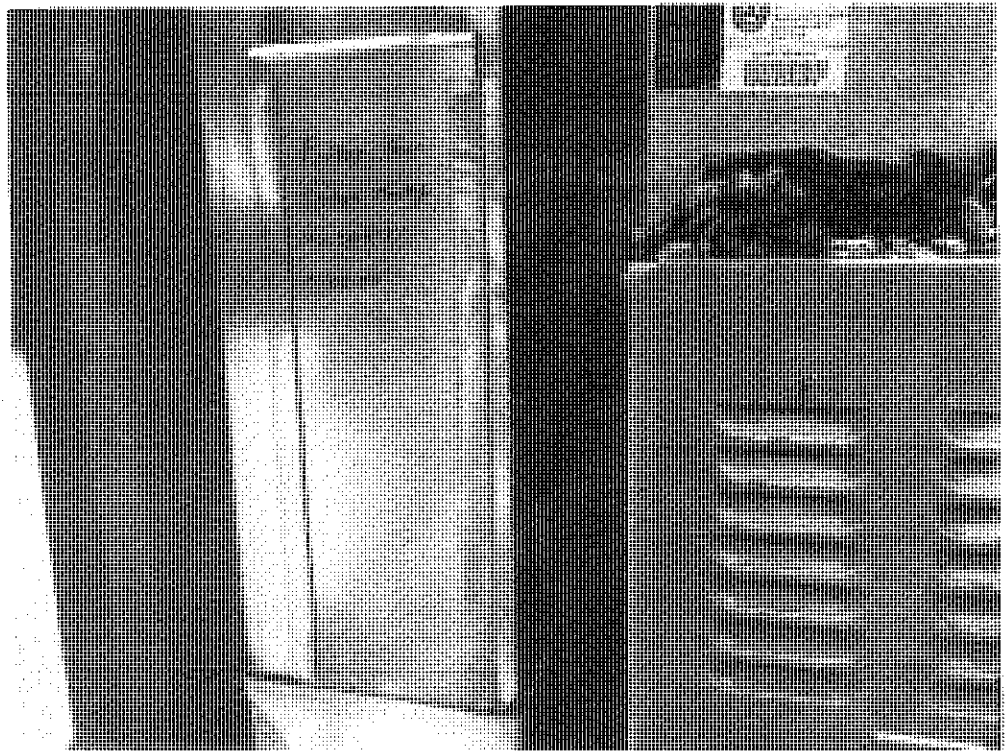
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58 IMG_3366

Date Taken: 5/30/2017

Taken By: Dennis Habiger





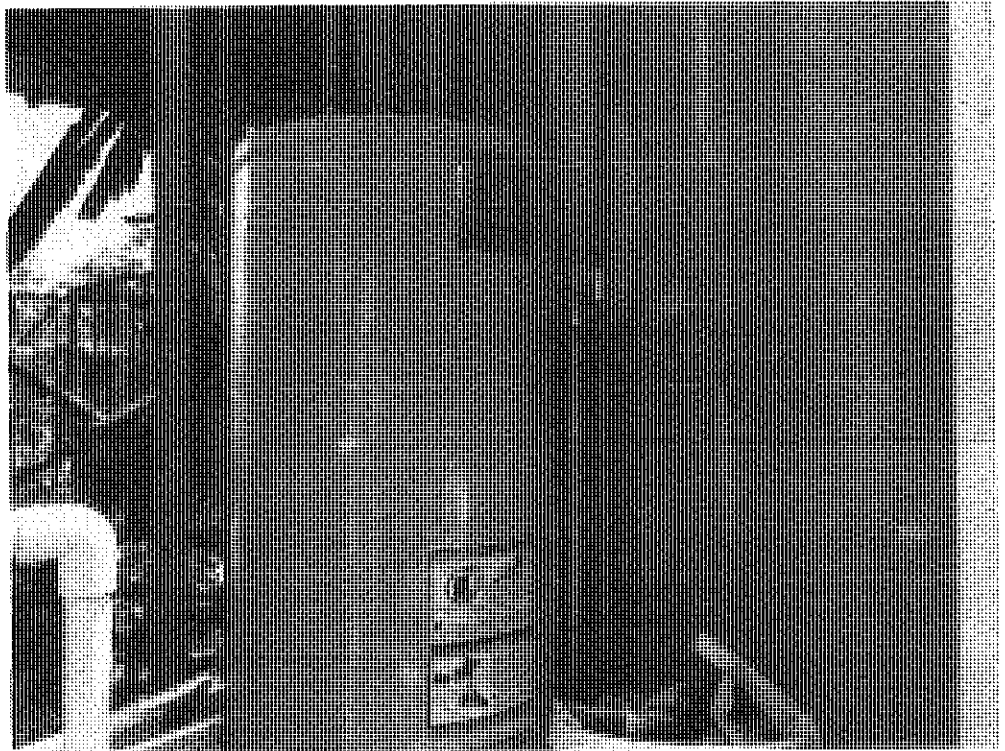
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

59 IMG_3367

Date Taken: 5/30/2017

Taken By: Dennis Habiger



60 IMG_3368

Date Taken: 5/30/2017

Taken By: Dennis Habiger





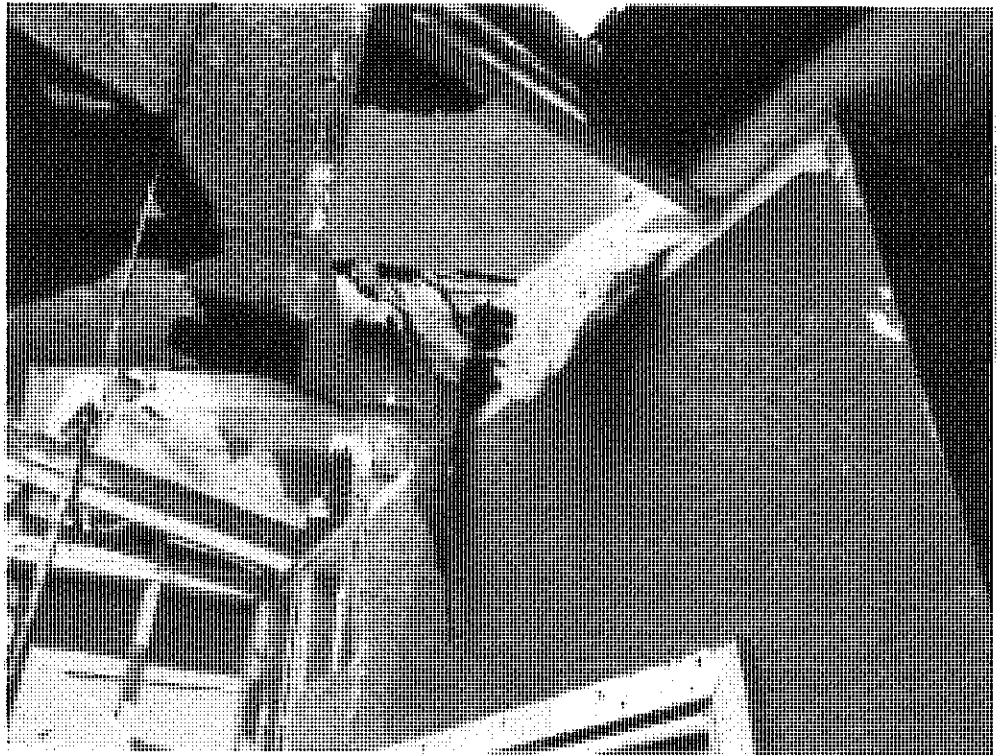
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

61 IMG_3369

Date Taken: 5/30/2017

Taken By: Dennis Habiger



62 IMG_3370

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

63 IMG_3371

Date Taken: 5/30/2017

Taken By: Dennis Habiger



64 IMG_3372

Date Taken: 5/30/2017

Taken By: Dennis Habiger





Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

65 IMG_3373

Date Taken: 5/30/2017

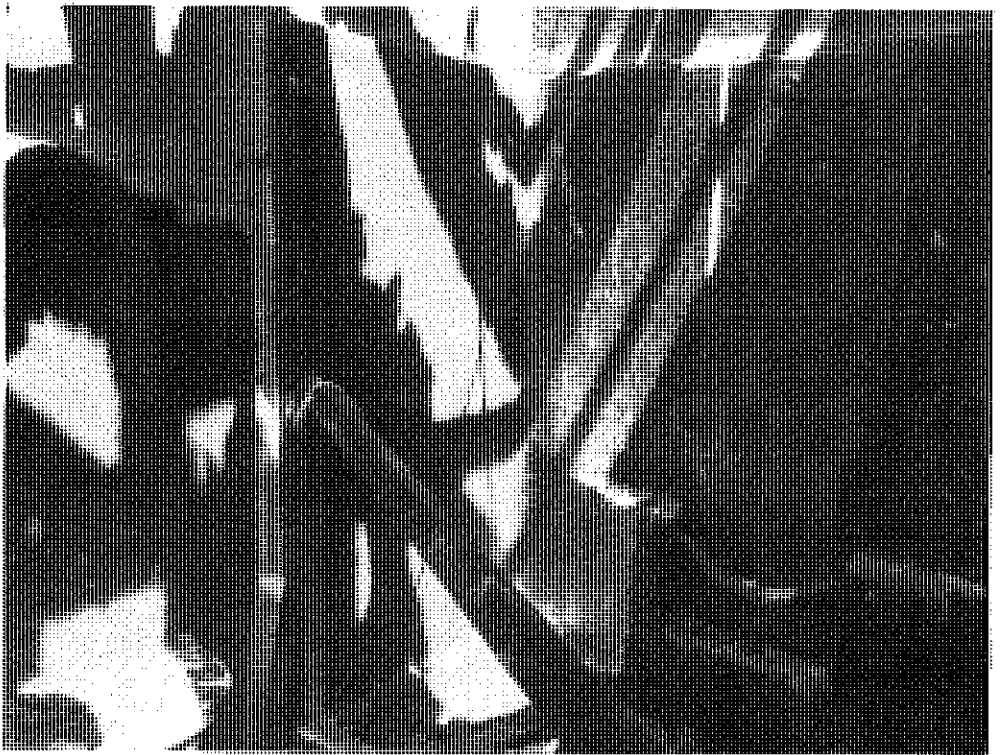
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66 IMG_3374

Date Taken: 5/30/2017

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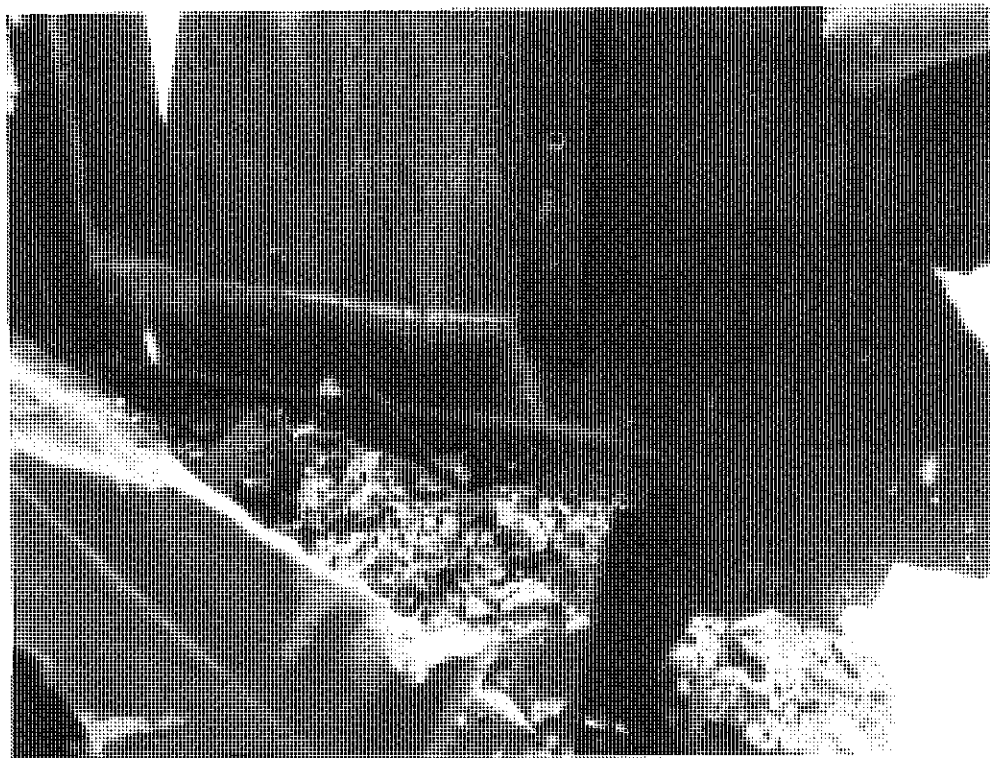
Heartland Adjustment Inc.

PO Box 4563
Topeka, KS 66604
785-273-5454 phone
785-273-8520 fax

67 IMG_3375

Date Taken: 5/30/2017

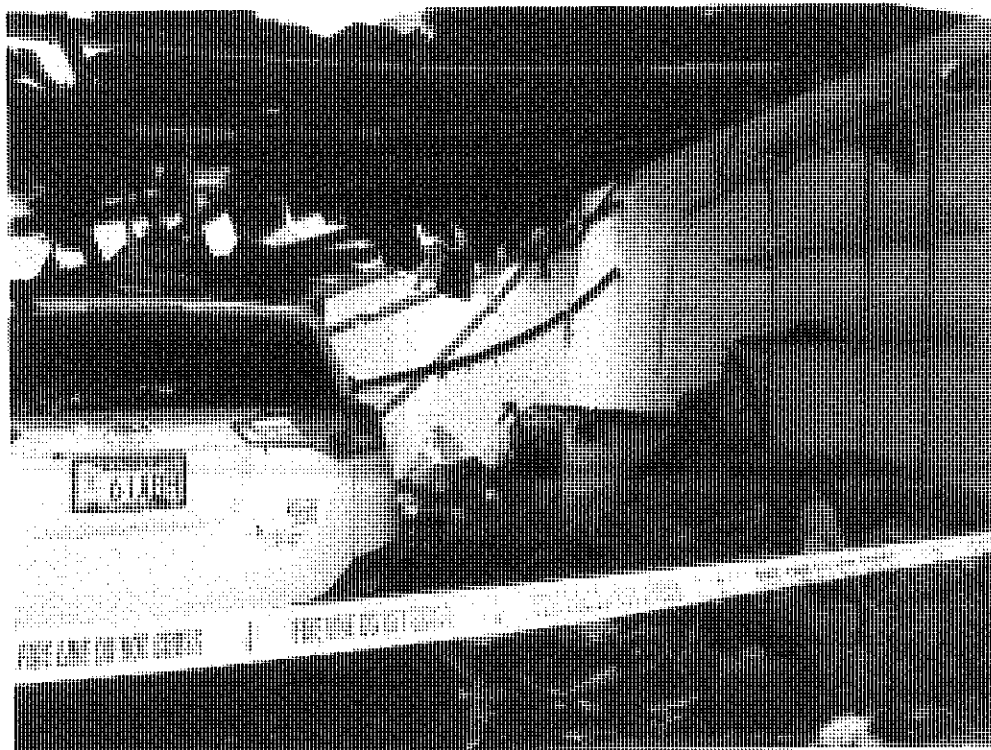
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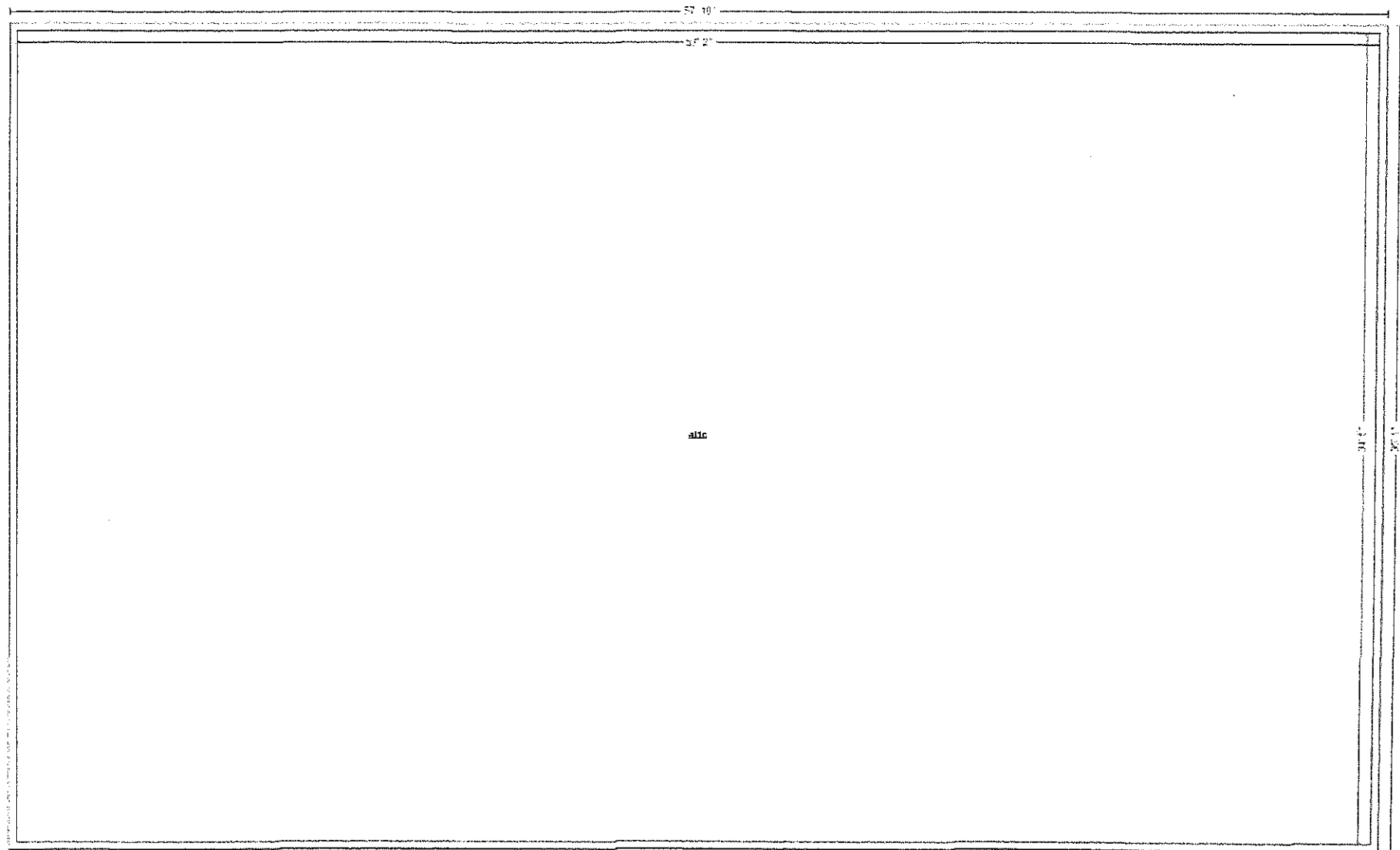
68 IMG_3376

Date Taken: 5/30/2017

Taken By: Dennis Habiger

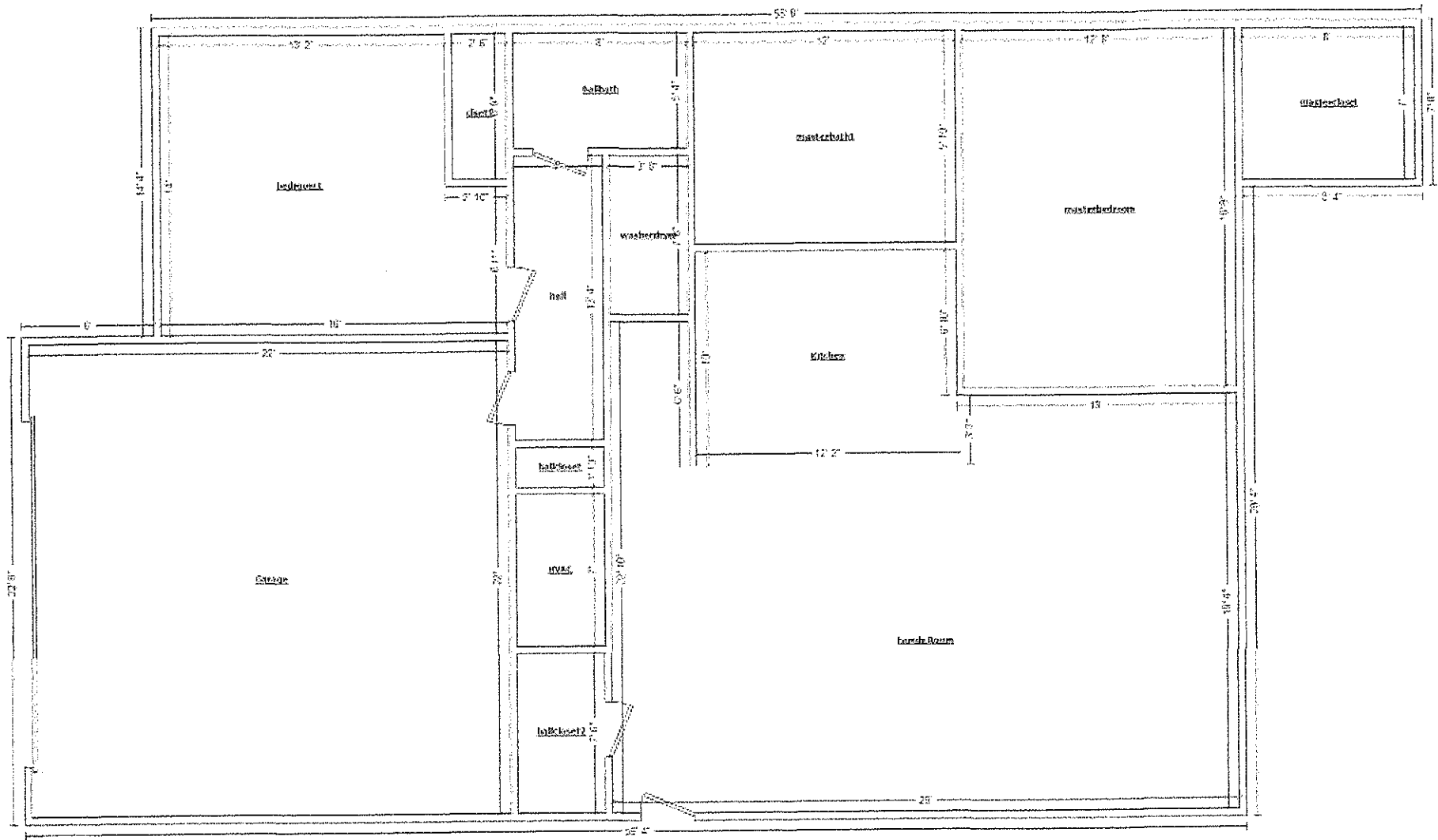


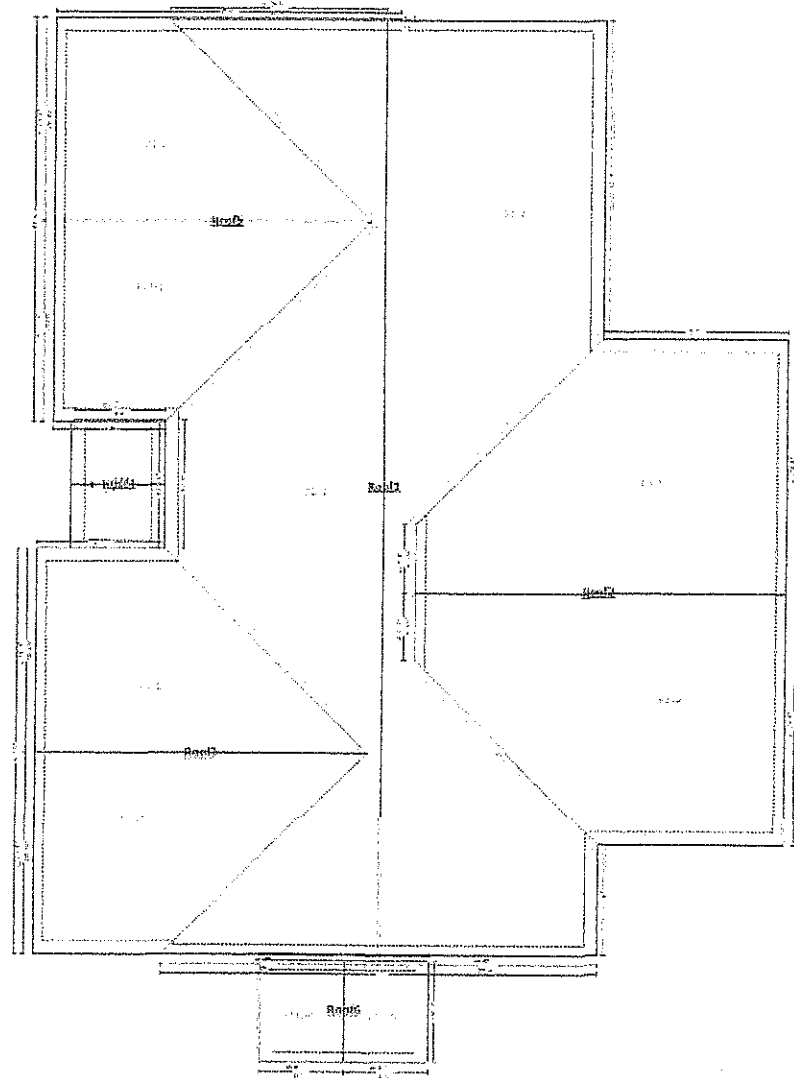
attic



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DGCAMA Property Record Card

Parcel ID: 023-178-33-0-00-00-001.42-0

Quick Ref: R311645

Tax Year: 2017

Run Date: 2/9/2018 12:37:39 PM

OWNER NAME AND MAILING ADDRESS

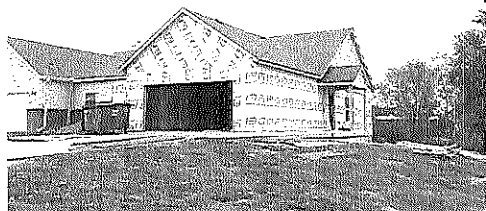
PENNY SAVED PENNY EARNED PSPE LL

ATTN DEITZ RICHARD M
BALDWIN CITY, KS 66006

PROPERTY SITUS ADDRESS

204 CRIMSON AVE
BALDWIN CITY, KS

LAND BASED CLASSIFICATION SYSTEM

Function: 1102 Duplex Sfx:
Activity: 1100 Household activities
Ownership: 1100 Private-fee simple
Site: 6000 Developed site - with building

R311645 11/01/2017

Image Date: 12/19/2017

GENERAL PROPERTY INFORMATION

Prop Class: R Residential - R
Living Units: 1
Zoning:
Neighborhood: 802.0 802.0
Economic Adj. Factor:
Map / Routing: / B02665-02AB
Tax Unit Group: 000001-000001

PROPERTY FACTORS

Topography: Level - 1
Utilities: All Public
Access: Paved Road
Fronting: Residential Street
Location: Neighborhood or Spot
Parking Type: On and Off Street
Parking Quantity: Adequate
Parking Proximity: Adjacent
Parking Covered:
Parking Uncovered:

TRACT DESCRIPTION

SP 11-7-07 FROM B02665-02A
FIRETREE ESTATES PHASE 1 BLK 1 LT 2B
SOUTH BEG SE COR LT 2 FOR POB W 242
NELY 193 SELY 157 S 31 TO POB AKA LT 2B
SOUTH 20636SF 192.8 X 242.6(I)

INSPECTION HISTORY

Date	Time	Code	Reason	Appraiser	Contact	Code
11/29/2016	9:55 AM	FR	FR	353		
12/30/2016	10:00 AM	FR	FR	353		
01/01/2015	12:00 PM	FR	FR	Showman, Shawn		

SALES INFORMATION

Date	Type	Sale Amount	Src	Validity	Inst Type	COV
01/25/2008	2	161,530	7	0	Corporation Deed	051507

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	% Comp
999	111	FIRE	05/29/2017	C	100

RECENT APPEAL HISTORY

Tax Year	Hearing Date	Appeal Level	Case Number	Status	Final Action	Results Code	Hearing Value
2011	04/11/2011	INF	2011-INF-6081	C	A	B7	159,130

2017 APPRAISED VALUE

Cls	Land	Building	Total
R	20,000	136,800	156,800
Total	20,000	136,800	156,800

2016 APPRAISED VALUE

Cls	Land	Building	Total
R	19,980	139,520	159,500
Total	19,980	139,520	159,500

PARCEL COMMENTS

GenLink: 023-178-33-0-00-00-001.38-0; App-Com: 2011-INF-6085-

MARKET LAND INFORMATION

Method	Type	AC/SF	Eff FF	Depth	D-Fact	Inf1	Fact1	Inf2	Fact2	OVRD	Rsn	Cls	Model	Base Size	Base Val	Inc Val	Dec Val	Value Est
Soft	7-Primary Townhouse	20.636				5	125						8.02	10,000.00	1.60	0.00	0.00	20,000

Total Market Land Value 20,000

DGCAMA Property Record Card

Parcel ID: 023-178-33-0-00-00-001.42-0

Quick Ref: R311645

Tax Year: 2017

Run Date: 2/9/2018 12:37:39 PM

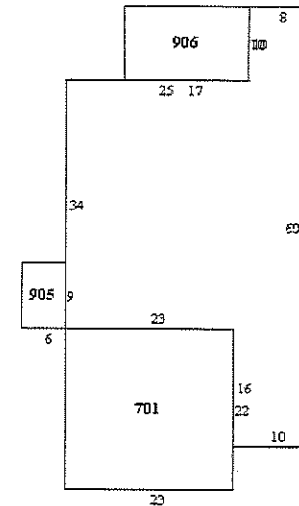
DWELLING INFORMATION		COMP SALES INFORMATION	IMPROVEMENT COST SUMMARY
Res Type:	3-Town House, End Unit	Arch Style: 02-Ranch	Dwelling RCN: 142,000
Quality:	3.00-Average	Bsmt Type: 2-Crawl	Percent Good: 85
Year Blt:	2007 Est:	Total Rooms: 5 Bedrooms: 2	Mkt Adj: 100 Eco Adj: 100
Eff Year:		Family Rooms:	Building Value: 120,700
MS Style:	1-One Story	Full Baths: 2 Half Baths:	Other Improvement RCN: 0
LBCSStruct:	1100-Single-family building	Garage Cap: 2	Other Improvement Value: 0
No. of Units:		Foundation: Concrete - 2	
Total Living Area:			
Calculated Area:	1,362		
Main Floor Living Area:	1,362		
Upper Floor Living Area Pct:			
CDU:	GD		
Phys/Func/Econ:	AV / /		
Ovr Pct Gd/Rsn:			
Remodel:			
Percent Complete:			
Assessment Class:			
MU Cls/Pct:			

CALCULATED VALUES

Cost Land:	20,000
Cost Building:	120,700
Cost Total:	140,700
Income Value:	0
Market Value:	156,800
MRA Value:	163,400

FINAL VALUES

Value Method:	MKT
Land Value:	20,000
Building Value:	136,800
Final Value:	156,800
Prior Value:	159,500



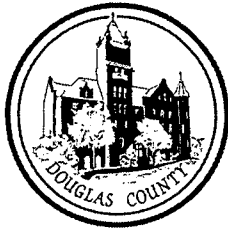
BUILDING COMMENTS

SKETCH VECTORS

A0CU16L23U34R25U10R8D60L10; A3D6L23CU22X23;
A1L29U16CU9X6; A2L15U50CU10X17

DWELLING COMPONENTS

Code	Units	Pct	Quality	Year
104-Frame, Plywood or Hardboard		100		
208-Composition Shingle		100		
351-Warmed & Cooled Air		100		
402-Automatic Floor Cover Allowance				
601-Plumbing Fixtures (#)	10			
602-Plumbing Rough-ins (#)	1			
622-Raised Subfloor (% or SF)	1,362			
648-Direct-Vented, Gas (#)	1			
701-Attached Garage (SF)	506			
736-Garage Finish, Attached (SF)	506			
905-Raised Slab Porch (SF) with Roof	54			
906-Wood Deck (SF) with Roof	170			



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 27, 2018

Re : Receive 2017 County Engineer's Annual Report

K.S.A. 68-540 requires the County Engineer to make a written report annually to the Board of County Commissioners of work accomplished and funds expended, and to submit the report to KDOT. K.S.A. 68-541 requires the report to be submitted on forms developed by KDOT. The statute dictates this report be completed by April 15.

The 2017 County Engineer's Annual Report is attached. A copy of KDOT's instructions for completing the report is also provided as an aid in understanding what is included in the report.

Information on county costs for labor, equipment, and materials was obtained from employee timesheets as well as from contracted work. Information on township costs was taken from township road budgets.

This report has already been submitted to KDOT.

Action Required: Receive the 2017 County Engineer's Annual Report submitted to KDOT.

State of Kansas

**COVER SHEET
FOR COUNTY ENGINEER'S / ROAD SUPERVISOR'S
ANNUAL REPORT
2017**

DOUGLAS County

This is a: [Check one] County-Unit System ☐
 County-Township System ☒
 County-Rural System ☐

Submitted by KEITH BROWNING, P.E. County Engineer / Road Supervisor

Authorization

Volume 5, Section 68-540 and 68-541 of the Kansas Statutes Annotated reads as follows:

68-540. Reports by county engineers or road supervisors. It shall be the duty of the County Engineer or Road Supervisor to make a written report to the Board of County Commissioners of the work accomplished and funds expended upon all the roads and bridges for the current year, which shall close on the thirty-first day of December of each year. This report shall show which roads of the county and township system have been completed or partially completed, and credit to such roads shall be shown by him upon the county road plan not later than April 15, and a copy of the said report shall be immediately forwarded to the State Transportation Engineer upon standard forms.

68-541. Forms for accounts and reports. All forms and blanks necessary to secure uniformity of records and reports in the system herein provided shall be prescribed by the Secretary of Transportation.

(Revised 11/07)

County Engineer's / Road Supervisor's Annual Report

County DOUGLASYear 2017

General Information

- 1) Type of Road System (CU, CT, or CR) CT
- 2) (a) Annual Road and Bridge Operating Budget \$ 6,444,292.36
(Total of Road and Bridge, Special Bridge, and Special Road and Bridge Funds)
- (b) Extra bonds, revolving funds or federal funds exchange expended \$ 0

- 3) Number of Road and Bridge Employees _____
(People on the payroll that work for road and bridge-includes shop and office)

- 4) Miles of County Maintained Roads (miles in your road system)

Concrete	Asphalt	Gravel/Rock	Earth	Total
5	193	34	0	232

- 5) Miles of Maintenance (Major blacktop maintenance work performed)

Chip Seals	Overlays	Recycle	Gravel
0	5	0	0

- 6) Construction (Major construction)

- a. Paved: Miles of gravel upgraded to blacktop and major upgrades of paved roads including shoulders added to blacktop.
- b. Gravel: Miles of complete regrading including ditches or dirt roads graveled.
- c. Bridges: Number of bridges replaced.
- d. Culverts: Number of culverts larger than 25 s.f. of opening (66" pipe minimum)

Paved Road Miles	Gravel Road Miles	Bridges Replaced	Culverts Replaced
0	2	1	14

Annual County Maintenance Costs

7) Asphalt / Concrete Road Maintenance	\$ <u>2,167,378.45</u>
8) Gravel / Earth Road Maintenance	\$ <u>501,846.67</u>
9) Bridge Maintenance	\$ <u>398,856.27</u>
10) Total Maintenance Costs (total of lines 7,8 & 9)	\$ <u>3,068,081.38</u>

Annual County Construction Costs

11) Road Construction	\$ <u>3,761,183.58</u>
12) Bridge Construction/Rehabilitated	\$ <u>528,718.17</u>
13) Culvert Construction (larger than 25 s.f. opening)	\$ <u>1,041,062.23</u>
14) Total Construction Costs (Total of lines 11,12 & 13)	\$ <u>5,330,963.98</u>

Total Annual County Costs

15) Total Maintenance Costs (from line 10)	\$ <u>3,068,081.38</u>
16) Total Construction Costs (from line 14)	\$ <u>5,330,963.98</u>
17) Overhead and Administration (if not included above)	\$ <u>2,132,099.87</u>
18) Total County Costs (Total of lines 15,16 & 17)	\$ <u>10,531,145.23</u>

Annual Township Maintenance and Construction Costs

(For County-Township Road System Only)

Total Townships in County	9	Total	
Township Reports	9	-	
19) Total Miles of Township Maintained Roads		<u>579</u>	mi.
		<u>0</u>	mi.
Concrete Roads		<u>74</u>	mi.
Asphalt Roads		<u>485</u>	mi.
Gravel Roads		<u>20</u>	mi.
Earth Roads			
20) Cost for Township Road Maintenance			\$ <u>5,725,270.89</u>
21) Cost for Township Road Construction			\$ _____
Miles of Township Road Construction		_____	mi.
22) Total Township Costs (Total of lines 20&21)			\$ <u>5,725,270.89</u>

TOWNSHIP DATA

County DOUGLAS . Year 2017

[illegible]

TOWNSHIP DATA

County _____ Year 2017[illegible]



County Engineer's/Road Supervisor's Annual Report Instructions

General Instructions:

- This report is designed to solicit basic information that can be readily obtained in most counties. The data reported on this form is the only information that is required to be submitted to the Kansas Department of Transportation for compliance with K.S.A. 68-540. Counties are encouraged to maintain more detailed records for their own use as they deem appropriate.
- Costs reported on this form should reflect only funds expended for road and bridge maintenance and construction activities from January 1 to December 31 of the past year. Information provided should be only for roads and bridges that are under county and township jurisdiction.
- All costs/expenditures recorded should only be those costs actually paid by the county or township. Do not include any Federal/State matching funds applied toward the cost of projects.
- Bridge Definition: For the purpose of this report, a bridge is defined as any structure with an opening twenty (20) feet or longer (measured along centerline of the roadway and between the inside faces of outside walls or abutments), or a low water crossing forty (40) feet or more in length (measured along centerline of the roadway). Bridges should be listed on your bridge inspection report. Any structure with an opening less than twenty (20) feet or a low water crossing less than forty (40) feet in length is considered a culvert.
- Township Costs: It is recognized that counties with townships that maintain roads have difficulty obtaining complete reports from the townships. Since townships do little construction and have few paved roads it is acceptable for this report to assume that the township road budget all goes to road maintenance. If the county is aware of a township road construction project that construction cost can be estimated. A spread sheet has been furnished to tabulate township mileage and budgets. This spreadsheet might make it easier to update township numbers in subsequent years.
- Submit the following items to the Kansas Department of Transportation at the address indicated in the BLP Memo:

Transmittal Cover Letter on County Letterhead (optional)

Attached Cover Sheet

Completed Annual Report Form (pages 1 - 3) (please submit electronically also)

Annual Report Instructions

General: A spreadsheet has been provided to speed up the reporting process. The spreadsheet will automatically add the correct lines to give the totals and transfer them forward. To speed tabulation of the data we ask that you submit the annual report spread sheet electronically attached to an email.

Line by Line Instructions:

Fill in the county and reporting year at the top of the form

1. Road System Type: Pick from County Unit (CU), County-Township (CT), County Rural (CR)
2. Road & Bridge Budget: Budget for reporting year, include Road & Bridge Fund, Special Bridge Fund, etc. Expenditures of Special Machinery Fund and bridge bonds should not be included on this line. If the department budget includes some non-road activities such as landfill, county building maintenance, noxious weeds, etc, these non road items should be deducted.
3. Number of road and bridge employees: This is normally the number in the road and bridge department, and includes office staff, supervisors and workers. This number should not include staff that work on non road and bridge items such as the landfill, parks, and noxious weeds.
4. Miles of County Maintained Road: Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage. The spreadsheet will compute the total and display it in the total column.
5. Major Maintenance: Enter the number of miles of gravel roads resurfaced with 400 tons/mile or more. Enter the number of miles of asphalt maintenance work in the three categories performed during the year. Chip seal includes micro-surfacing, and recycle includes pavement reconstruction.
6. Construction: Enter the amount of construction work and cost for the listed categories. Definition of c o s t , construction, bridges and culverts is explained elsewhere in the instructions. Culverts for this item are those with a waterway opening of 25 s.f. or larger (larger than a 66" pipe).
7. Cost of Asphalt/Concrete Road Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
8. Cost for Gravel/Earth Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
9. Cost for Bridge Maintenance: This should include costs for maintenance performed on bridges listed on your bridge inspection report.
10. Total Maintenance Costs is the total of lines 7, 8 & 9. If using the spread sheet it should automatically total.
11. Cost for Road Construction: This should include all project related costs, except overhead not charged to specific activities or projects. Generally construction is for projects that improve the profile, cross section or horizontal alignment of a road, or improve the surface type from gravel to paved. See examples in the next section on Pages 4 and 5. If using the spreadsheet it should carry forward and automatically total from line 6.
12. Cost for Bridge Construction/Rehabilitation: This should include all project related costs except overhead for bridge replacement and major rehabilitation projects. Rehabilitation projects are only those projects that are intended to raise the sufficiency rating above 80, and should be based on an engineered plan. Include just local costs, do not include federal aid funds. If using the spreadsheet it should automatically carry forward from line 6.

13. Cost for Culvert Construction: This includes costs for new construction for boxes and culverts larger than 25 s.f. of waterway opening (greater than 66" dia. Pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. If using the spreadsheet it should carry forward automatically from line 6.
14. Total Construction Cost is the total of lines 11, 12, & 13. If using the spread sheet it should total automatically.
15. Total Maintenance Cost is carried forward from line 10. If using the spread sheet it should carry forward automatically.
16. Total Construction Cost is carried forward from line 14. If using the spread sheet it should carry forward automatically.
17. Overhead and Administration costs are entered on this line. Overhead and administration are generally costs not directly charged out to maintenance or construction. See examples in the next section for typical overhead and administrative costs.
18. Total County Costs is the total of lines 15, 16 & 17. If using the spread sheet this should be automatically totaled.

This completes the report for County Unit and County Rural road system counties. The remainder of the form is for County-Township Road System Counties only.

Note: It is recommended to use the Township Form page of the spreadsheet. As you list the information for the townships the figures will automatically be carried forward to the appropriate lines of the Annual Report Form.

19. Total Miles of Township Maintained Road. Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage.
20. Cost of Township Road Maintenance: Unless you are aware of township road construction this number will be the total of the townships published budgets.
21. Cost of Township Road Construction: Townships do little road construction, and may not have adequate cost figures. An estimate of road construction cost is adequate for this report if better figures are not available. Also list the number of miles of township road constructed using the same definition as used for county road construction.
22. Total Township Costs is a total of lines 20 & 21. If using the spread sheet this should be automatically totaled.

Examples of Maintenance, Construction and Overhead/Administrative Activities

The following are representative examples of the types of work activities that may be defined as maintenance, construction and overhead as they relate to categories of costs itemized in the report. All categories should include costs for labor, equipment, materials, and contracted work utilized to complete these activities. Please note that the definition for construction has changed substantially from previous years, and will include fewer projects than in the past.

- **Definitions** In general terms, the definitions of maintenance and construction are as follows:

Maintenance: Activities or operations that are intended to maintain and preserve the condition of an existing facility, extend the useful life, and slow down future deterioration.

Road Construction: Road construction is construction of a new road at a new location, or a major upgrade of surfacing type, horizontal alignment, cross section, or vertical alignment of an existing road.

Bridge Construction/Rehabilitation: Bridges are structures that are 20' or more in length as measured along the centerline of the roadway. Bridge construction refers to the installation of a new structure to replace an existing bridge or culvert, or the installation of a structure where one did not previously exist. Bridge rehabilitation is major work to restore the structural integrity of a bridge as well as major work to correct safety defects.

Maintenance Examples:

Road Maintenance:

Paved Roads: Chip seals, crack filling, asphalt overlays, milling asphalt surfaces, recycling, reconstruction of a deteriorated asphalt pavement, pothole patching, repair and maintenance of driveways, pavement marking, and road sweeping. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of shoulders and ditches to restore original grades and lines including reseeding and erosion control. Vegetation management: includes tree and brush removal, trimming, chipping, spraying of weeds and mowing. On gravel and dirt roads: Blading, adding surface material, scarifying surfaces, milling rock ledges, and applying dust control. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of all culverts, and replacement of culverts less than 25 s.f. (66" dia. pipe or smaller).

Bridge Maintenance:

Repair of concrete, wood or steel decks, piers, abutments, stringers, caps, piles, beams, seats, trusses, girders, sills, wing walls, connectors, and hub guards. Excavation and backfilling required to repair approaches. Cleaning, clearing trees and brush, removing drift, realigning channels. Stabilizing banks, placing rip-rap, repairing scours. Cleaning decks. Handrail repair or replacement. Sandblasting and painting. Repair of low water crossings. Hauling, cutting, welding, fabricating, assembling, installing or placing materials. Replacing stone masonry, tuck pointing, repairing scours, grouting concrete surfaces, or replacing concrete slabs.

Culvert Maintenance :

Culvert maintenance includes the same items as bridge maintenance, but for the purposes of the annual report are included in the classification of road maintenance. Counties may want to capture the culvert maintenance costs for their own purposes.

Construction Examples:

Paved Road Construction :

Examples of upgrades that are paved road construction: 1. Paving of a gravel road. 2. Adding shoulders to a paved road that did not have shoulders. 3. Complete reconstruction including modification of cross section, vertical alignments and perhaps horizontal alignment. In most cases road construction projects require engineered plans and additional right of way. Major projects that are **not** considered paved road construction include: overlays, surface recycling, reconstructing an existing asphalt surface. Road work for approach grading for a bridge or culvert project is included in the cost of the bridge or culvert project.

Gravel Road Construction :

Examples of upgrades that are gravel road construction: 1. Regrading and surfacing of a dirt road. 2. Complete reconstruction of an existing rock road including pulling ditches, installing new entrance and crossroad culverts and then re-rocking the road. Gravel road construction may not require engineered plans and additional right of way, but should result in basically a new road. Road work costs for approach grading for a bridge or culvert project should be included in the cost of the bridge or culvert project.

Bridge Construction/Rehabilitation (Structures 20' in length or more):

Bridge construction is the installation of a new structure for replacement of an existing bridge, constructing a new bridge on a new road, or replacing a culvert with a bridge size structure. Bridge rehabilitation is intended to raise the sufficiency rating of the structure above 80, and should be based on an engineered plan. Work in this category includes repairs or replacement of some bridge elements (e.g., deck, girders) but leaves other elements in place. Bridge repairs that do not raise the sufficiency rating above 80 are considered bridge maintenance. Normally approach grading and surfacing are included in the bridge construction cost unless the bridge project is part of a larger road construction project.

Culvert Construction :

Culvert Construction includes costs for new construction and replacement of boxes and culverts larger than 25 s.f. of waterway opening (larger than 66" dia. pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. On major road construction projects culvert construction cost can be included in the cost of the road project.

Examples of Construction Items:

Construction costs for roads, bridges and culverts should include all construction related costs that are not included in department overhead and administration. Following are examples of costs that are normally charged to a project and shown as construction costs.

- Right of way costs such as land cost, damages to remainder, temporary easements, appraisals, negotiation fees, and fence replacement.
- Pre construction items such as utility relocations and design engineering.
- Construction items such as mobilization, construction signing, site preparation, clearing, structure removal, approach grading and filling, structure construction, paving, surfacing, guardrail, and permanent signing, seeding and mulching.
- Construction engineering items such as inspection, and preparing as-built plans.
- Miscellaneous maintenance costs due to the project such as checking construction signing, and barricades, and detour maintenance.

Overhead and Administration

Overhead and administrative costs are those miscellaneous costs not charged directly to construction projects or maintenance activities. When the cost for a work type shown below is significant and can be tied to a construction project, it should be included as part of that project's costs, rather than shown as overhead. Depending on the county's cost accounting setup some maintenance activities listed below will be charged directly to a specific maintenance activity and will not be overhead. For example in the category-Snow & Ice Control, these activities could be charged directly to a work activity such as snow and ice control and rolled up to road maintenance, or charged to overhead and administration. The decision on how to handle miscellaneous activities will be based on the level of detail collected and reported in the cost accounting system, as well as the significance of the expense related to the cost of tracking small items.

Examples of Overhead and Administration

Safety & Training: Training meetings, orientations, schools or seminars. Safety clothing such as gloves, boots, safety glasses, rainwear, hard-hats and protective clothing.

Administration, Supervision & Leave: Wages for secretaries, clerical staff and certain supervisors. Temporary clerical services, data processing, legal counsel, purchasing, bid preparation.

Administrative and supervisory vehicle use and personal vehicle reimbursement. All employee leave types such as vacation, sick, holiday, funeral, civil, and military leave. Call back pay and standby pay if not associated with a project or activity.

Human Resources: Employee meetings, retirement or farewell parties, conferences, interviews and job evaluations, approving time cards, leave slips and equipment tickets, timecard pickup, uniform pickup, drug testing, resolving employee problems, reviewing rules and regulations.

Office Expense: Desks, cabinets, calculators, computers, software, office equipment, maintenance contracts, office supplies, books, publications, postage, general supplies, dues, advertisements, and insurance.

Facility maintenance: Building maintenance, utilities, trash, sanitary facilities, internet access, satellite weather service and delivery service. Yard maintenance, such as cleanup, litter patrol, organizing equipment and supplies, disposal of scrap iron, inventory of equipment and supplies, lockup and opening of yard and shop. General maintenance and cleaning of hand tools and equipment.

Miscellaneous Road Activities: Inspection of roads and bridges; checking complaints, sign inspection, traffic counts; surveying, hauling oil for inventory, mail box repair, dead animal removal, trash pickup, spill cleanup, accidents, fabrication of supplies and equipment. Small tool and equipment purchases.

Snow & Ice Control: Hauling, mixing, and stockpiling salt sand, checking weather, dispatching, putting on salt sand spreaders or snow plows, snow and ice inspection.

Fleet Maintenance: Some fleet maintenance costs could be overhead and administration. Generally agencies charge projects and maintenance activities based on hourly rates for equipment. In that case only costs not charged out would be included in Overhead and Administration.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
www.douglas-county.com

Sarah Plinsky
Assistant County Administrator

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Health Insurance Portability and Accountability Act (HIPAA) Policy

DATE: March 29, 2018

Douglas County is a “hybrid” entity under the Health Insurance Portability and Accountability Act (HIPAA) because we are self-insured health plan provider, but many other components of County administration are not covered by HIPAA. The County underwent a significant review of our HIPAA practices in 2014 and 2015, with the assistance of outside counsel and WillisTowersWatson, our health insurance consultant and broker. At that time, staff became aware that some additional policies and procedures were need to be in compliance with HIPAA.

Attached is a resolution and extensive set of policies, procedures and documents that encompass our proposed HIPAA policy. The resolution is first document. I will be the Privacy Contact and Official and the Security Official under the policy. These documents include information on how protected health information (PHI) and electronic protected health information (ePHI) is maintained, protected, shared and what happens if a breach occurs. A notice of our privacy practices is shared with employees each year during open enrollment.

Please let me know if you have any questions or concerns.

RESOLUTION 18-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS ADOPTING HIPAA PRIVACY AND SECURITY POLICIES AND PROCEDURES

The undersigned, being all of the Board of Commissioners of Douglas County (the "County"), do hereby consent, in lieu of a special meeting of the Board of County Commissioners on this date to the following action:

WHEREAS, that as this County sponsors the Douglas County Employee Benefit Trust. We hereby approve and adopt HIPAA Policies and Procedures (as amended by HIPAA Security and the Breach Notification Rules) on behalf of the Douglas County Employee Benefit Trust. Moreover, this County approved and adopts these policies and procedures in their entirety and in form and substance identical as that presented to the Board of County Commissioners of Douglas County, and attached hereto.

WHEREAS, that the proper Board of County Commissioners of Douglas County be and hereby are authorized to execute under the county seal of, and on behalf of the of the Douglas County Employee Benefit Trust, a set of policies and procedures necessary to satisfy legal requirements as set forth by the Health Insurance Portability and Accountability Act of 1996 [the "Act"] and the interpretive regulatory guidance issued under the Act.

WHEREAS, that the proper officials named in the HIPAA policies and procedures are hereby authorized and directed to do any and all such acts and things as may be necessary to facilitate HIPAA Compliance.

WHEREAS, that this Unanimous Consent be filed with the County Clerk.

IN WITNESS WHEREOF, the undersigned, being all of the Board of County Commissioners, have caused these resolutions to be adopted this ____ day of _____, 2018.

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS**

Nancy Thellman, Chairman

ATTEST:

Michelle Derusseau, Member

Jameson D. Shew, County Clerk

Mike Gaughan, Member

Plan Sponsor Certification

Certification of Douglas County

Plan Sponsor of Douglas County Employee Benefit Trust

Definitions: In this Certification, the following underscored terms, when appearing herein with an initial capital, will have the meanings indicated for them in this Definitions Section.

"Disclosed PHI" means PHI maintained by the Plan Sponsor, to the extent that such PHI is or has been disclosed to the Plan Sponsor by the Plan (or by an Insurer, if the Plan provides for or permits such disclosure to the Plan Sponsor), except that it does not include PHI released to the Plan Sponsor pursuant to written authorization of the individual that is the subject of the PHI given in accordance with and meeting the requirements of §164.508 of the Privacy Rules.

"Effective Date" means April 14, 2003

"Enrollment Information" means information described in §164.504(f)(1)(iii) of the Privacy Rules.

"Excepted Benefits" means any one or more of the following:

- (a) Coverage for accident, disability income insurance, or any combination thereof.
- (b) Coverage issued as a supplement to liability insurance.
- (c) Liability insurance, including general liability insurance and automobile liability insurance.
- (d) Worker's compensation or similar insurance.
- (e) Automobile medical payment insurance.
- (f) Credit-only insurance.
- (g) Coverage for on-site medical clinics.
- (h) Other similar insurance coverage, specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

"Insurer" means either or both of:

- (a) An insurance company, insurance service, or insurance organization that is licensed to engage in the business of insurance in a state, is subject to state laws that regulate insurance, and is providing coverage under the Plan.
- (b) A federally-qualified health maintenance organization, an organization recognized as a health maintenance organization under applicable state law, or a similar organization regulated for solvency under applicable state law in the same manner and to the same extent as a health maintenance organization, which is providing coverage under the Plan.

"Medical Care" means the diagnosis, cure, mitigation, treatment, or prevention of disease; services and supplies applied for the purpose of affecting any structure or function of the body; transportation primarily for and essential to obtaining any of the foregoing; and insurance covering any of the foregoing.

"PHI" means protected health information, as defined in §164.501 of the Privacy Rules; provided, however, that neither Summary Health Information nor Enrollment Information shall constitute PHI.

"Plan" means Douglas County Employee Benefit Trust insofar as it provides or pays the cost of Medical Care and does not provide or pay the cost of Excepted Benefits.

"Plan Sponsor" means Douglas County.

"Privacy Rules" means the Standards for Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, and found at 45 CFR part 160 and part 164, subparts A and E.

"Secretary" means the Secretary of the Department of Health and Human Services or his designee.

"Summary Health Information" means summary health information as defined in §164.504(a) of the Privacy Rules to the extent disclosed to the Plan Sponsor in accordance with §164.504(f)(1)(ii) of the Privacy Rules.

Certification

Plan Sponsor hereby certifies that, from and after the Effective Date, the documents setting out the terms of the Plan incorporate the following provisions and that the Plan Sponsor agrees to:

- (a) Refrain from using or further disclosing the Disclosed PHI other than as permitted or required by the documents setting out the terms of the Plan or as required by law.
- (b) Ensure that any of the Plan Sponsor's agents, including a subcontractor, to whom the Plan Sponsor provides Disclosed PHI, agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such Disclosed PHI.
- (c) Refrain from using or disclosing the Disclosed PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- (d) Report to the Plan any use or disclosure of the Disclosed PHI of which the Plan Sponsor becomes aware that is inconsistent with the uses or disclosures provided for in the documents setting out the terms of the Plan.
- (e) Make the Disclosed PHI available in accordance with §164.524.
- (f) Make the Disclosed PHI available for amendment and incorporate any amendments to protected health information in accordance with §164.526.
- (g) Make available, in accordance with §164.528 of the Privacy Rules, the information required to provide an accounting of disclosures of the Disclosed PHI made by the Plan Sponsor, its agents or subcontractors.
- (h) Make its internal practices, books, and records relating to the use and disclosure of the Disclosed PHI available to the Secretary for purposes of determining compliance by the Plan with the Privacy Rules.
- (i) If feasible, return to the Plan, or destroy, all Disclosed PHI maintained by the Plan Sponsor in any form, and retain no copies, when such Disclosed PHI is no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Plan Sponsor shall instead, with respect to Disclosed PHI as to which return or destruction is infeasible, limit further uses and disclosures by the Plan Sponsor, its agents and subcontractors to those purposes that make the return or destruction of the Disclosed PHI infeasible.
- (j) Ensure that the adequate separation required in §164.504(f)(2)(iii) is established with respect to the Plan.

IN WITNESS WHEREOF, the undersigned, being an authorized representative of the Plan Sponsor signs this Certification this ____ day of _____, 20__.

Signature

Title

Privacy Contact Appointment

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, the Department of Health and Human Services ("HHS") has promulgated Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E (the "Privacy Rules");

WHEREAS, the Privacy Rules require that each covered entity (as defined in the Privacy Rules) designate a contact person or office that is responsible for receiving complaints regarding privacy issues and who is able to provide further information about matters covered by the covered entity's notice of privacy practices;

WHEREAS, Douglas County Employee Benefit Trust (the "Plan") is a covered entity (as defined in the Privacy Rules);

NOW THEREFORE, the undersigned, being an authorized officer of Douglas County (the "Corporation"), which is the plan administrator and named fiduciary of the Plan, and acting on behalf of the Plan, hereby appoints Assistant County Administrator to serve as the Plan's contact office for purposes of the Privacy Rules, effective as of April 44, 2018.

IN WITNESS WHEREOF, this Appointment of Contact Office is executed this 4th day of April, 2018.

Name

Title

Privacy Official Appointment

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, the Department of Health and Human Services ("HHS") has promulgated Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E (the "Privacy Rules");

WHEREAS, the Privacy Rules require that each covered entity (as defined in the Privacy Rules) is required to designate a privacy official who is responsible for the development and implementation of the policies and procedures that the covered entity is required to adopt pursuant to the Privacy Rules;

WHEREAS, Douglas County Employee Benefit Trust (the "Plan") is a covered entity (as defined in the Privacy Rules);

NOW THEREFORE, the undersigned, being an authorized officer of Douglas County (the "County"), which is the plan administrator and named fiduciary of the Plan, adopts this Appointment of Privacy Official on behalf of the Plan.

1. Assistant County Administrator is hereby appointed to serve as the Plan's privacy official, effective as of April 4, 2018 .
2. The County, in its capacity as administrator and named fiduciary of the Plan, hereby delegates to the above-named privacy official (the "Privacy Official") authority and responsibility, to the fullest extent permitted by ERISA and other applicable law, to:
 - Determine the policies and procedures that are necessary or appropriate for the Plan under the Privacy Rules;
 - Develop and formally adopt on behalf of the Plan such policies and procedures;
 - Implement such policies and procedures with respect to the Plan's operations; and
 - Take such other steps and execute such documents on behalf of the Plan as may be necessary or appropriate to carry out the Privacy Official's responsibilities.

IN WITNESS WHEREOF, this Appointment of Privacy Official is executed this 4 day of , 2018 .

Name

Title

Privacy Official Job Description

Responsibilities of Privacy Official Douglas County Employee Benefit Trust (the “Plan”)

General Function: The Plan’s privacy official is responsible for the development and implementation of the policies and procedures that the Plan is required to adopt under the Standards for Privacy of Individually Identifiable Health Information, which are found at 45 CFR part 160 and part 164, subparts A and E (the “Privacy Rules”).

Responsibilities/Key Tasks: The Plan’s privacy official is responsible for the following tasks:

- Determine the policies and procedures that the Plan should adopt pursuant to the Privacy Rules.
- Determine which of those policies and procedures will be implemented by third parties on behalf of the Plan and determine how best to work with those third parties to develop and implement the relevant policies and procedures.
- Determine which of those policies and procedures will involve the efforts of individuals within Douglas County’s (the “County’s”) workforce and determine how best to inform and train those individuals regarding the relevant policies and procedures.
- Formally adopt and document recommended policies and procedures on behalf of the Plan (such finally adopted policies and procedures, as in effect from time-to-time, are referred to as the “Plan Policies”)
- Implement the Plan Policies:
 - o To the extent that the efforts of third parties are required to implement the Plan Policies, develop, negotiate and enter into appropriate contractual arrangements that allow or facilitate the Plan’s compliance with the Privacy Rules;
 - o To the extent that the operations of the County will be affected by the Plan Policies, determine whether any of the County’s operations, policies and procedures may interfere with the Plan’s compliance with the Privacy Rules and the Plan’s Policies, and work with management of the County to resolve differences;
 - o Train individuals in the County’s workforce who have responsibilities affected by the Plan’s Policies;
 - o Determine appropriate level of, and maintain records of, the access granted to health information in connection with the Plan to individuals in the County’s workforce, and maintain appropriate records to identify efforts to monitor access to ensure compliance with the Plan Policies and County policies and procedures and sanctions applied for violation of limitations on access to health information;
 - o Determine appropriate level, and maintain records, of oversight of third parties’ compliance with Plan Policies, applicable contract provisions regarding privacy of individual’s health information, and sanctions applied for violations of same;
 - o Administer release of information pursuant to authorizations granted by individuals, establish criteria for accepting an authorization as valid, and identify releases that may not be made even with a valid authorization;
 - o Consult with appropriate legal counsel (which may be the County’s legal counsel) regarding the Plan’s obligations under the Privacy Rules and other related authorities;
 - o Develop and implement administrative, technical, and physical safeguards between the County and the Plan, as necessary or appropriate to allow the Plan to comply with the Privacy Rules;
 - o Develop, and manage adoption by the County on behalf of the Plan, such amendments to the Plan’s documentation as are necessary or appropriate to allow the Plan to comply with the Privacy Rules, and coordinate the County’s certification with respect to such amendments and other matters as required by the Privacy Rules; and
 - o Establish mechanisms to carry out the Plan’s Policies on individuals’ rights under the Privacy Rules with respect to their health information, including a complaint mechanism.

- Keep up to date on developments with respect to the Plan's privacy and security obligations, as well as other applicable laws and regulations affecting the Plan.
- Determine when revisions to the Plan Policies are necessary or appropriate, develop, finalize and formally adopt such revisions, and implement such revisions as described above with respect to implementation of the Plan Policies.
- Perform such other duties and functions in connection with the Plan's obligations under the Privacy Rules as the County may determine are advisable from time-to-time.

Qualifications:

- Knowledge of Privacy Rules and other authorities relevant to the operation of group health plans.
- Familiarity with the Plan's administration, terms, operational structure, and third party vendor relationships.
- Knowledge of and ability to apply project management and change management techniques.
- Demonstrated organization, facilitation, communication, and presentation skills.

Security Official Appointment

This signed document has been drafted to demonstrate compliance with requirements set forth under the HIPAA Security Rule. Specifically, this signed instrument evidences compliance with the duty to assign responsibilities found in 45 C.F.R. Section 164.308 (a)(2).

On April 4, 2018 (date), Sarah Plinsky (name of appointee) was appointed to the position of Security Official of the Douglas County Employee Benefit Trust (the "Plan"). The Security Official is responsible for the development and implementation of policies and procedures to safeguard the confidentiality, integrity and availability of electronic protected health information at Douglas County Employee Benefit Trust (the "Plan") and meets the responsibilities outlined in the job description for this position.

The effective date of this appointment is April 4, 2018 (date).

By the Douglas County, KS Employee Group Health Plan (the "Plan")

(Signature of plan official)

(name of appointee) hereby accepts appointment to the position of Security Official by signing as directed below:

(Signature of Security Official)

Job Description for a Security Official

Job Title: Security Official

Reports to: Plan fiduciaries of the Douglas County Employee Benefit Trust (the "Plan")

Purpose: Responsible for the development and implementation of policies and procedures related to the administrative, physical and technical safeguards designed to protect the confidentiality, integrity and availability of electronic protected health information.

Knowledge and Skills:

- Knowledge of health plan operations and the flow of electronic protected health information throughout a health plan.
- Familiarity with the concepts underlying the HIPAA Security Rules.
- Understanding of applicable federal and state laws and regulations pertaining to safeguarding electronic protected health information.
- Ability to work and communicate effectively with health plan employees, trading partners and business associates.
- Ability to develop and implement policies and procedures and effective training programs on Security Rule and safeguarding electronic protected health information.

Essential duties and functions:

- Develop and implement security policies and procedures in accordance with the Security rule and all other applicable laws.
- Provide leadership and assume accountability for the health plan's compliance with the policies and procedures.
- Delegate responsibility for security related matters as needed and appropriate.
- Coordinate risk assessment and risk management activities to ensure ongoing identification of threats to the confidentiality, integrity and availability of electronic protected health information and selection of appropriate safeguards to managed and reduce risks.
- Ensure that operations comply with the security policies and procedures.
- Ensure that security policies, procedures and practices are revised as needed.
- Review all security incidents and ensure that response and reporting procedures are followed and that any harm caused by security incidents is mitigated to the extent practicable. Cooperate with oversight agencies in any investigations of security violations.
- Develop and conduct training on and promote awareness of security policies and procedures to ensure that all members of the workforce, including management, receive adequate and appropriate security training.
- Ensure that all documentation required by the Security Rule is maintained for six years from the date it was created or was last in effect, whichever is later.
- Serve as an internal and external liaison and resource with outside entities (including business associates, technology vendors, trustees, and other parties) to ensure that the health plan's security practices are implemented, consistent and coordinated.
- Other duties as assigned by parties acting on behalf of the Douglas County Employee Benefit Trust (the "Plan").

Breach Notice to Individuals

[Date]

[Name]
[Street Address]
[City, State, Zip Code]

Dear [Mr./Ms. _____]:

Re: Douglas County Employee Benefit Trust
Notice Regarding Breach of Protected Health Information

We are writing to you with important information about a recent breach of your personal health information at Douglas County Employee Benefit Trust. We discovered this breach on [Date]. It appears the breach occurred on or about [Date].

[Brief description of what happened]. For example, "A laptop was stolen from the office of the Plan administrator after normal business hours." Or, "We are unable to locate certain medical records you previously provided to us." Or, "A computer located at the office of the Plan's business associate was hacked." Or, "An employee of the Plan Sponsor accessed certain health plan records without authorization."]

[Description of the type of unsecured PHI involved (e.g., name and address, telephone number, Social Security number, date of birth, insurance information, diagnosis, disability code, medical history)]. Include only a general description of the type of PHI involved, not the actual PHI (e.g., could specify that credit card information was disclosed but not the actual credit card number) and avoid including any sensitive information.]

[Brief description of what the Plan is doing to investigate the breach, mitigate harm to individuals and prevent future breaches]. For example, "The theft was immediately reported to law enforcement officials who are investigating the incident." Or, "We are providing additional training to our employees regarding the security of personal health information." Or, "We have taken the following steps to prevent future such breaches: _____."]

[Any steps the individual should take to protect himself or herself from potential harm resulting from the breach]. For example, "We recommend that you place a fraud alert on your credit file and follow the actions recommended by the Federal Trade Commission, which are outlined in the enclosed brochure." Or, "We recommend that you regularly review the explanation of benefits you receive from us/your health insurance provider and contact us/your health insurance provider if you see any service you believe you did not receive."]

We take this incident very seriously and are working to prevent any future events of this type from occurring. We deeply regret any inconvenience or concern this incident may cause you. If you have any questions, please contact us at the address listed above or at [Toll-Free Phone Number]. If you have internet access, you may also reach us through our website: [Web Address].

Yours very truly,

[Name]
[Title]

Authorization Form

Please complete the following form to specify the use or disclosure of health information that you are authorizing. Federal rules providing certain protections of the privacy of individuals' health information may require your authorization before the Plan may use, receive or disclose health information. If you are completing this form to allow use or disclosure of anyone's health information other than your own, including your child's health information, the pronouns "I" and "you" in the form below refer to that other individual. Authorizing the use or disclosure of another individual's health information requires certification and demonstration of authority to act on behalf of that individual to give that authorization. If the Plan requested this authorization, please note that the Plan's request should not be taken as an indication that the Plan has concluded that the use or disclosure for which the Plan is requesting your authorization would be prohibited if you do not give the requested authorization.

Name of individual whose health information is to be used or disclosed pursuant to the following Authorization:

Authorization to Use or Disclose Health Information

I hereby authorize the use or disclosure of my health information as described in this Authorization. I understand that this Authorization is voluntary and that I may revoke it at any time by giving a written statement that I am revoking this Authorization to the person or organization named in Item 2 below as being authorized to use or disclose my health information.

Authorized Use or Disclosure

1. Specific description of the health information that I am authorizing to be used or disclosed (including dates to which the information pertains, if applicable):

2. Name, or other specific identification, of the person(s) or organization(s) I am authorizing to use or disclose the health information identified in Item 1:

3. Name, or other specific identification, of the person(s), or organization(s) I am authorizing to receive the health information identified in Item 1:

4. Check one of the following statements, as applicable:

- ☐ The use or disclosure of the health information described in Item 1, by and/or to the person(s) and/or organization(s) specified in Items 2 and 3, is at my own request.
- ☐ The purpose(s) for which I am authorizing use or disclosure of the health information described in Item 1, by and/or to the person(s) and/or organization(s) specified in Items 2 and 3:

5. This authorization will expire on _____, 20__, or, if it is not possible to specify a particular date, upon the occurrence of the following event:

Important Information About This Authorization and Your Rights¹

¹ Note that specific requirements apply to an authorization that is intended to allow use or disclosure of psychotherapy notes, and those requirements are not reflected in this form.

You may refuse to sign this Authorization. The Plan will not condition eligibility for, enrollment in, or payment of benefits under the Plan on provision of this Authorization.

You may revoke this Authorization at any time by giving your written, signed statement that you are revoking this Authorization to the person(s) or organization(s) specified in Item 2 above. If the Plan is the organization specified in Item 2, you can submit your revocation to Douglas County Human Resources. Your revocation will be effective when received, but any use or disclosure occurring before receipt of your revocation will not be affected by it. In addition, if action has been taken in reliance on the Authorization, you will not be able to revoke the Authorization with respect to subsequent uses and disclosures in connection with that action.

You may inspect or copy the health information described in Item 1 by requesting to do so.

If health information is disclosed pursuant to this Authorization it may no longer be protected under the terms of the federal rules providing certain protections of the privacy of individuals' health information, and that health information may be redisclosed by the recipient. You may wish to obtain assurances from the person(s) or organization(s) specified in Item 3 above that they will not further disclose your health information that they receive pursuant to this Authorization.

If the Plan is requesting this Authorization, you will be provided with a signed copy of it.

I hereby certify that I have read the provisions of this Authorization, and that I understand and agree to its terms.

Signature of Individual or Authorized Representative

Date of Signature

If the foregoing Authorization is signed by someone other than the individual whose health information is to be used or disclosed pursuant to this Authorization, the person signing the foregoing Authorization must complete the following item describing what authority the signer has to act for such individual and sign below.

By signing below, you certify and attest that you are the duly authorized personal representative of the individual whose health information is to be used or disclosed pursuant to the foregoing Authorization, and that you have the lawful authority to give the foregoing Authorization of behalf of such individual, for the following reason (check the applicable reason):

- ☐ The individual whose health information is to be used or disclosed pursuant to the foregoing Authorization is an unemancipated minor child, and:
1. You are the parent, guardian, or other person legally acting in the place of a parent (a "Parent") of the unemancipated minor child whose health information is to be used or disclosed pursuant to the foregoing Authorization (the "Child"),
 2. You have authority under applicable law to make decisions related to health care for the Child,
 3. The health information specified in Item 1 of this Authorization is relevant to your acting as a Parent of the Child, and
 4. None of the following situations applies:
 - (a) The Child has not requested that you be treated as the Child's Parent or other personal representative, and the health information specified in Item 1 relates to a health care service for which:
 - (i) The Child consented; and
 - (ii) No other consent was required by applicable law.
 - (b) The health information specified in Item 1 relates to a health care service which the Child can obtain without the consent of a Parent, and the Child, a court, or another person authorized by law consented to such health care service.

(c) The health information specified in Item 1 relates to a health care service with respect to which a Parent of the Child has assented to an agreement of confidentiality between the health care provider providing the health care service and the Child with respect to that health care service.

- ☐ The individual whose health information is to be used or disclosed pursuant to the foregoing Authorization is an adult or an emancipated minor, you have authority under applicable law to act on behalf of that individual in making decisions related to health care for that individual, and the health information specified in Item 1 of this Authorization is relevant to your personal representation of that individual.
- ☐ The individual whose health information is to be used or disclosed pursuant to the foregoing Authorization is deceased, you are the executor, administrator or other individual authorized under applicable law to act on behalf of that individual or that individual's estate, and the health information specified in Item 1 of this Authorization is relevant to your personal representation of that individual or that individual's estate.

Signature

Print Name

Date

Policies and Procedures for HIPAA Privacy Implementation

Douglas County Employee Benefit Trust (The “Plan”) Privacy Policies and Procedures

Introduction: It is the Plan's policy to comply with the Privacy Rules. In adopting these policies and procedures, no third party rights are intended to be created. In particular, these policies and procedures create no independent rights for Plan participants or their dependents. The Plan has the right to change these policies and procedures at any time without notice. The policies and procedures are not intended to legally obligate the Plan or the Employer to meet any standard that is more stringent than those in the Privacy Rules. Accordingly, these policies and procedures are not binding on the Plan or the Employer. The Privacy Official has discretion to interpret these policies and procedures and to determine how they apply in particular situations. In the event that any of these policies or procedures is ambiguous, or its application in a particular situation is unclear, the Privacy Official's interpretation will govern and will be final.

These Privacy Policies and Procedures will be in effect from and after the Effective Date.

The following topics are covered:

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DOUGLAS COUNTY EMPLOYEE BENEFIT TRUT BREACH LOG

Effective Date: _____

The Plan will comply with the breach notification requirements under the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Parts 160 and 164 (the "Privacy Regulations"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"). The Plan will record all breaches of unsecured PHI in this Breach Log.

[illegible]

Definitions

Definitions: Certain terms are given particular meanings, as set out below, when used with initial capital letters in these Policies and Procedures.

Accountable Disclosure means any Disclosure of PHI other than a Disclosure:

- Made more than six (6) years earlier.
- For treatment purposes.
- For Payment Functions or Operations Functions (as those terms are defined in the Plan's Policies and Procedures for Using and Disclosing PHI for Permissible Purposes).
- To the Individual that is the subject of the Disclosed PHI.
- Incidental to a use or disclosure otherwise permitted or required under the Privacy Rules.
- Pursuant to an Authorization.
- For facility directories, to people involved in an individual's care, or other notification purposes as provided for in §164.510 of the Privacy Rules.
- For national security or intelligence purposes.
- To law enforcement officials or correctional institutions as provided for in section §164.521(k).
- Of limited data sets pursuant to one or more valid data use agreements.
- Prior to the Effective Date.

Authorization means permission given by an Individual for use or disclosure of his or her PHI in accordance with the Plan's Policies and Procedures for Accepting and Requesting Authorizations.

Business Associate means an individual or entity identified as a Business Associate of the Plan under the Plan's Policies and Procedures for Identifying Business Associates.

Confidential Communications means use of an alternative means of communicating with an Individual regarding the Individual's PHI, or communication with an Individual regarding the Individual's PHI at an alternative location.

Designated Employees means those members of the Employer's workforce that are identified as such in the Plan document and confirmed in writing by the Privacy Official as such pursuant to the Plan's Policies and Procedures for Complying with Minimum Necessary Standard, but only if that confirmation has not been revoked.

Designated Information means information in connection with the Plan that concerns enrollment, payment, claims adjudication or case or medical management information that is used, in whole or in part, by or on behalf of the Plan, to make decisions about Individuals.

Designated Record Set means that group of records identified as the Plan's Designated Record Set from time to time pursuant to these Ransom Memorial Health Care **Plan** Policies and Procedures for Identifying Designated Record Set."

Disclose means to release, transfer, provide access to, or divulge in any other manner, information outside the entity holding the information.

Effective Date means April 14, 2003.

Employer means Douglas County.

Excepted Situations means:

- A Designated Employee violates the Plan's Privacy Policies and Procedures by making disclosures to health oversight agencies, public health authorities, appropriate health care accreditation organizations, or an attorney retained by the workforce member, because of a good faith belief that the plan has engaged in unlawful conduct or violated professional or clinical standards, or is potentially endangering workers or the public.
- A Designated Employee is the victim of a crime and discloses PHI to a law enforcement official, if the disclosure is about the suspected perpetrator and only limited information is disclosed, as provided in the Privacy Rules.
- A Designated Employee files a complaint with the Secretary or testifies, assists or participates in an investigation, compliance review, proceeding or hearing.

Exempted Uses and Disclosures means:

- Uses and disclosures made to the Individual.
- Uses and disclosures made pursuant to an Authorization.
- Disclosures made to the Secretary.
- Uses and disclosures required by law.
- Uses and disclosures required to comply with HIPAA Administrative Simplification requirements.

Fundraising means an entity raising funds for its own benefit, other than through obtaining payment for health care services or products provided to an Individual.

Individual means a person who is the subject of PHI.

Legal Materials means information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding.

Marketing means making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service or disclosing PHI in exchange for direct or indirect

remuneration so that the recipient or another can make a communication that encourages the purchase or use of a product or service. As used in these Policies and Procedures for Marketing, the term does not include:

- Communications that describe the Plan's network(s) and the providers participating in the network(s), benefits under the Plan, products and services covered by the Plan, or requirements for pre-authorization or other Plan procedures.
- Communications about case management, care coordination, treatment alternatives, care options, including health care providers or care settings.
- Descriptions of replacements of, or enhancements to, the Plan.
- Descriptions of health-related products or services that are only available to Plan participants and that are not part of the Plan's benefits, but add value to it.
- Communications for treatment of the participant.
- Promotional gifts of nominal value.

Operations Functions means any of the following activities when carried out with respect to the Payment Functions of the Plan:

- (a) Quality assessment and improvement activities.
- (b) Population-based activities relating to improving health or reducing health care costs, protocol development, case management, disease management, care coordination, and contacting health care providers and enrollees with information about treatment alternatives and related functions.
- (c) Rating provider and plan performance, including accreditation, certification, licensing, or credentialing activities.
- (d) Fraud and abuse detection and compliance activities.
- (e) Underwriting, premium rating, and other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance).
- (f) Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs.
- (g) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, and development or improvement of payment methods or coverage policies.
- (h) Business management and general administrative activities, including, but not limited to:
 - Management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements.
 - Customer service, including the preparation and provision of data analyses for use of the Plan Sponsor and others.
- (i) Resolution of internal grievances.
- (j) Due diligence in connection with the sale or transfer of assets to a potential successor in interest if the potential successor in interest either:
 - Is a covered entity for purposes of HIPAA.
 - Will become a covered entity following completion of the sale or transfer.
- (k) Subject to restrictions of the Privacy Rules, creating de-identified health information, summary health information and limited data sets.
- (l) Assisting other health plans, health care providers, and health care clearinghouses with their health care operations activities that are like those listed above in subsections (a)-(d) of this definition, but only to the

extent that both the Plan and the recipient of the disclosed information have a relationship with the individual whose PHI is involved and the PHI pertains to that relationship.

- (m) Assisting health plans, other than the Plan, which are sponsored by the Plan Sponsor and any Insurers with respect to those plans, with their health care operations activities similar to the activities listed in this definition with respect to the Plan.

Payment Functions means activities undertaken to obtain premium payments or to determine or fulfill the Plan's responsibility for coverage of, and provision of health benefits with respect to, an individual to whom health care is provided. Payment functions include, but are not limited to, the following:

- (a) Determining individuals' eligibility for coverage under the Plan, including determinations of rights pursuant to COBRA.
- (b) Obtaining reimbursement for benefits paid during a period of ineligibility.
- (c) Determining whether individuals have coverage in effect under the Plan, and in what capacity.
- (d) Determining whether particular expenses are covered under the Plan with respect to individuals (including, without limitation, coordination of benefits determinations, cost-sharing determinations, subrogation determinations, medical necessity determinations, and all other determinations necessary or

appropriate to determine whether Plan benefits are payable for particular health benefit claims) and making claims payments based on those determinations.

- (e) Coordination of benefits, including, without limitation, collecting amounts from another plan covering an individual, and determining order of benefits payment and the extent to which benefits have been paid from another plan.
- (f) Activities related to rights of reimbursement the Plan may have with respect to previously-paid benefits, and subrogation activities, including asserting liens against actual or potential recoveries, exercising rights of reimbursement with respect to third-parties, and making demand for repayment of Plan benefits.
- (g) Determining cost-sharing amounts applicable to particular claims under the terms of the Plan, including determining whether an individual has reached applicable plan limits, satisfied deductibles or out-of-pocket limits, or is required to make a copayment or satisfy coinsurance with respect to a particular claim.
- (h) Adjudicating benefit claims under the Plan (including appeals and other payment disputes).
- (i) Claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes, and responding to enrollees' inquiries about payments.
- (j) Billing and collection activities, and related data processing.
- (k) Obtaining payment under a contract for reinsurance (including stop-loss and excess loss insurance), including notification to carriers issuing such insurance of diagnoses or claims that trigger reporting requirements under such policies.
- (l) Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges.
- (m) Determining required employee contributions under the Plan.
- (n) Risk adjusting amounts due for coverage based on enrollees' health status, claims history, and demographic characteristics, to the extent permissible under applicable law.
- (o) Utilization review activities, including precertification and preauthorization of services, and concurrent and retrospective review of services.
- (p) Disclosure to consumer reporting agencies relating to collection of premiums or reimbursement, limited to any or all of the following:
 - (i) Name and address
 - (ii) Date of birth
 - (iii) Social security number
 - (iv) Payment history
 - (v) Account number
 - (vi) Name and address of the Plan
- (q) Assisting other health plans (including other health plans sponsored by the Plan Sponsor), health care providers, and health care clearinghouses with their payment activities, which include activities similar to those listed above in this definition with respect to the Plan.

Permissible Purposes means the performing of data aggregation services relating to the health care operations of the Plan, the proper management and administration of the Business Associate or the carrying out of the legal responsibilities of the Business Associate.

PHI means information that is created or received by the Employer or a Business Associate on behalf of the Plan, and relates to the past, present, or future, physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual;

and that identifies the Individual or for which there is a reasonable basis to believe the information can be used to identify the Individual.

Plan means Douglas County Employee Benefit Trust

Plan Administration Functions means Payment Functions and Operations Functions.

Plan Contact means the person or office designated as such by the Plan in writing.

Plan Documentation means all documentation created and maintained by the Plan pursuant to these Policies and Procedures for Retaining Documentation, documentation created or maintained pursuant to any other Plan policies and procedures calling for documentation in connection with the Privacy Rules, and documentation otherwise created or maintained by the Plan in connection with the Privacy Rules.

Privacy Activities means:

- Exercising rights under the Privacy Rules.
- Filing a complaint with the Plan or the Secretary in connection with the Plan's privacy practices.
- Testifying, assisting with, or otherwise participating in, an investigation, compliance review, proceeding or hearing related to compliance with the Privacy Rules.
- Opposing any improper practice under the Privacy Rules, so long as the manner of opposition to those violations is reasonable and does not involve disclosure of PHI in violation of the Privacy Rules.

Privacy Official means a person designated by the Plan in writing from time to time as the Plan's Privacy Official. The Privacy Official may delegate to others, including Designated Employees and Business Associates, any or all of the tasks assigned to the Privacy Official in these policies and procedures. Reference to the Privacy Official in these policies and procedures includes any other individual or entity to which the Privacy Official has so delegated.

Privacy Rules means Standards for Privacy of Individually Identifiable Health Information adopted by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996, and found at 45 CFR Part 160 and Part 164, subparts A and E, as the same may be revised or recodified from time to time.

Prohibited Purposes means employment-related purposes, purposes of any benefit plan or program other than the Plan (unless that plan or program is part of an organized health care arrangement (as defined in the Privacy Rules) that includes the Plan and the use for the benefit of that other health plan is permitted under the Privacy Rules), or any purpose other than Plan Administration Functions.

Psychotherapy Notes means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session, or a group, joint, or family counseling session, which notes are separated from the rest of the individual's medical record. Psychotherapy Notes excludes notes regarding medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and

any summary of the following items: diagnosis, functional status, treatment plan, symptoms, prognosis, and progress to date.

Research means systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

Secretary means the Secretary of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.

TPA means an entity or person retained by the Plan to adjudicate and pay claims under the Plan.

Use means sharing, employment, application, utilization, examination, or analysis of information within an entity that maintains such information.

Violation means Using or Disclosing PHI other than in compliance with the Privacy Rules or the Plan's Privacy Policies and Procedures.

Maintaining Written Policies and Procedures

The Privacy Rules require the Plan to implement policies and procedures with respect to PHI that are reasonably designed, taking into account the size of the Plan and the type of activities that relate to PHI undertaken by the Plan, to ensure compliance with the Privacy Rules. The Privacy Rules also require that policies and procedures that the Plan implements pursuant to this requirement, and any changes that the Plan makes to those policies and procedures, be documented either on paper or in electronic form. The Privacy Rules require the Plan to change its policies and procedures, and to promptly implement and document the change, whenever there is a change in law that necessitates a change to the Plan's policies or procedures. The Plan may change its policies and procedures at any time, but the Privacy Rules require that the Plan document any change before it becomes effective. If the change relates to a privacy practice described in the Plan's notice of privacy practices, the notice also must be revised before the change can become effective. The Plan may make the changes effective for PHI

that it created or received prior to the effective date of change only if its notice of privacy practices states that the Plan has the right to do so.

<i>Plan Policies for Maintaining Written Policies and Procedures</i>	<i>Plan Procedures for Maintaining Written Policies and Procedures</i>
It is the Plan's policy to adopt, implement, and maintain policies and procedures as required by the Privacy Rules.	The Privacy Official has adopted policies and procedures that are reasonably designed, taking into account the size of the Plan and the type of activities that relate to PHI undertaken by the Plan, to ensure compliance with the Privacy Rules. The Privacy Official has indicated final adoption of a policy or procedure on behalf of the Plan by signing and dating a hard copy. The Privacy Official will maintain the originals of all such policies and procedures in a secure location.
It is the Plan's policy to change its policies and procedures, and to promptly implement and document the change, whenever there is a change in law that necessitates a change to the Plan's policies or procedures.	The Privacy Official will monitor to determine when changes in the law occur that require changes to the Plan's policies and procedures, and prior to the effective date of such changes, will determine what changes are needed in the Plan's policies and procedures, and will adopt appropriately revised policies and procedures.
It is the Plan's policy to reserve the right to change its policies and procedures at any time, and to document any such change before it becomes effective.	The Privacy Official will ensure that any change to the Plan's policies and procedures is documented in duly-adopted revised policies and procedures before the change is implemented.
It is the Plan's policy to make any changes to its policies and procedures effective as of whatever date the Privacy Official specifies for such a change, and to make such changes effective for PHI that was created or received prior to the effective date of changes, except that, if the change relates to a privacy practice described in the Plan's notice of privacy practices, the notice must be revised before the change can become effective.	The Privacy Official has ensured that the Plan's notice of privacy practices states that the Plan may make changes to its policies and procedures effective for PHI that it created or received prior to the effective date of change.
It is the Plan's policy to adopt the policies and procedures of its Business Associates that are TPAs to the extent that the Plan relies on those TPAs to carry out Plan functions that are required or affected by the Privacy Rules.	In each of its contracts with TPAs, the Plan requires the TPA to develop, implement, and provide to the Plan, various specified policies and procedures, as well as any others developed by the TPA in connection with performance of services on behalf of the Plan. To the extent that the TPA's policies and procedures reflect Plan operations, the Privacy Official adopts and maintains them as part of the Plan's policies and procedures. The Privacy Official reviews the policies and procedures received from the Plan's TPA(s) to ensure that the policies and procedures reflect compliance with the Privacy Rules.

<i>Plan Policies for Maintaining Written Policies and Procedures</i>	<i>Plan Procedures for Maintaining Written Policies and Procedures</i>
It is the Plan's policy that all of the Designated Employees must comply with the Plan's policies and procedures that are duly adopted by the Privacy Official from time to time.	

Disclosing PHI to the Plan Sponsor

The Plan has no employees, and relies on the Employer and third parties to carry out the Plan's terms. The Privacy Rules impose specific conditions and restrictions on employers and other plan sponsors receiving PHI

from the health plans they sponsor, and these policies and procedures are adopted to comply with those conditions and restrictions.

<i>Plan Policies for Disclosing PHI to Plan Sponsor</i>	<i>Plan Policies for Disclosing PHI to Plan Sponsor</i>
It is the Plan's policy to maintain a plan document that includes the provisions required by the Privacy Rules for health plans under which the sponsoring employer provides plan administration functions.	The Employer has ensured that the Plan document includes provisions that meet the requirements of these Policies and Procedures for Disclosing PHI to Plan Sponsor before the earlier of: • The date the Employer receives any PHI in connection with the Plan. • The date the Employer performs Plan administration functions that involve the use or disclosure of PHI. The Privacy Official has reviewed the Plan document to assure that it includes the provisions required by these Policies and Procedures for Disclosing PHI to Plan Sponsor and that it continues to do so after every revision. The Privacy Official has and will continue to document that determination. The Plan document has met the requirements of the Policies and Procedures for Disclosing PHI to Plan Sponsor because the Plan has been formally amended.
It is the Plan's policy that the Plan will disclose PHI to the Employer and will allow the Employer to use and further disclose such PHI only in accordance with the terms of the Plan document, and only if the Employer has provided the certification required by the Privacy Rules.	The Privacy Official has ensured that the Notice of Privacy Practices includes a statement that the Employer will receive, use and disclose PHI for various Plan Administration Functions (and that it continues to include that statement after every revision) and has documented that determination. The Privacy Official has also ensured that the Employer has provided both a certification meeting the requirements of these Policies and Procedures for Disclosing PHI to the Plan Sponsor and that the Designated Employees who may receive, create, use, and disclose PHI have been named. The Privacy Official has reviewed the Employer's certification to determine that it includes the provisions required by these Policies and Procedures for Disclosing PHI to the Plan Sponsor (and that it continues to do so after every revision) and has documented that determination. The Privacy Official has determined that the Employer's certification meets the requirements of these Policies and Procedures for Disclosing PHI to Plan Sponsor. In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of the Plan document and the employer certification to each Designated Employee and explained how those documents restrict the PHI that those Designated Employees can use and disclose in connection with the Plan.

<i>Plan Policies for Disclosing PHI to Plan Sponsor</i>	<i>Plan Policies for Disclosing PHI to Plan Sponsor</i>
It is the Plan's policy to prohibit the Employer from using PHI in connection with Prohibited Purposes.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Disclosing PHI to the Plan Sponsor to each Designated Employee and has instructed each of them to alert the Privacy Official of any use of PHI by any employee or contractor that they believe may constitute use for a Prohibited Purpose. The Privacy Official has adopted such other safeguards as the Privacy Official deemed appropriate, in accordance with the Plan's Policies and Procedures for Reasonable Safeguards for PHI, to prevent the Employer from using PHI for Prohibited Purposes. The Privacy Official has determined which health plans maintained by the Employer are part of an organized health care arrangement that includes the Plan and has documented that determination. Whenever there are changes in the health plans maintained by the Employer, the Privacy Official will determine if the health plans that are part of the organized health care arrangement that includes the Plan have changed; the Privacy Official will document that determination.

Policies and Procedures for Identifying Business Associates

The Plan has no employees, and relies on the Employer and third parties to carry out the Plan's terms. The Privacy Rules generally require health plans that use third parties to provide services involving the use of protected health information to enter into contracts with service providers that are "business associates" (as defined in the Privacy Rules) that meet certain minimum requirements. To ensure that the Plan's obligations under the Privacy Rules with respect to business associates are met, the Plan must identify its business associates.

<i>Plan Policies for Identifying Business Associates</i>	<i>Plan Procedures for Identifying Business Associates</i>
It is the Plan's policy to identify each of the persons or entities that provide services in connection with the Plan and to determine which of those service providers are Business Associates (as defined in these Policies and Procedures).	The Privacy Official has identified all service providers with respect to the Plan and which of those service providers are Business Associates of the Plan or are contractors of the Employer. The Privacy Official has created a list of Business Associates and will periodically review the list of Business Associates in order to determine if it remains accurate and complete. In addition to making such changes as are indicated upon regular review: • Whenever the duties of a service provider change, the Privacy Official will re-determine whether the change in the services provided to the Plan changes the service provider's Business Associate status, and, if so, will revise the Plan's list of Business Associates to reflect that change. • Whenever a new person or entity begins providing services in connection with the Plan, the Privacy Official will determine whether the new service provider should be treated as a Business Associate.

Retaining Business Associates

The Plan has no employees, and relies on the Employer and third parties to carry out the Plan's terms. The Privacy Rules generally require health plans that use third parties to provide services involving the use of protected health information to enter into contracts with service providers that are "business associates" (as defined in the Privacy Rules) that meet certain minimum requirements for those contracts. In addition to meeting those minimum requirements, the Plan's business associate agreements need to include provisions that assign to the Plan's business associate the various functions that the plan expects the business associates to carry out on behalf of the Plan. Even though the Plan delegates certain responsibilities to third parties, some might argue that the Plan or the Employer may incur liability for the failure of business associates to perform delegated responsibilities correctly. Therefore, it is desirable for the Plan's business associate agreements to include indemnities or other provisions requiring the business associate to assume any liabilities that the Plan incurs due to the business associate's failure to perform the obligations required for compliance with the Privacy Rules.

Under the Privacy Rules, the Plan is not responsible for detailed monitoring of business associates' compliance with business associate agreements, but is not allowed to ignore compliance issues that come to its attention.

<i>Plan Policies for Retaining Business Associates</i>	<i>Plan Procedures for Retaining Business Associates</i>
It is the Plan's policy to require each Business Associate to enter into a contract that meets the requirements of the Privacy Rules.	The Plan requires all Business Associates to enter into a contract that meets the requirements of these Policies and Procedures for Retaining Business Associates before the earlier of: • The date a Business Associate receives any PHI in connection with the Plan. • The date the Business Associate performs any services in connection with the Plan.
It is the Plan's policy to include in contracts with Business Associates all of the provisions required by section 164.504(e) of the Privacy Rules, as well as provisions that allow for a Business Associate to use and disclose PHI created or received pursuant to such contract to the extent necessary for the Permissible Purposes, provided, in the case of each of the Permissible Purposes, that the applicable requirements of the Privacy Rules for allowing such uses and disclosures are met.	The Business Associate will ensure that any subcontractors creating, receiving, maintaining or transmitting PHI on behalf of the Business Associate agree to the same restrictions and considerations that apply to the Business Associate with respect to such information.
It is the Plan's policy to require TPA(s), in addition to agreeing to the provisions required of all Business Associates, to assume the Plan's administrative responsibilities under the Privacy Rules to the extent feasible, and to include provisions specifically delegating those responsibilities in contracts with such Business Associates.	A contract with a Business Associate that is a TPA meets the requirements of these Policies and Procedures for Retaining Business Associates if it includes the provisions outlined in the County's model Business Associate Agreement or includes alternate provisions that are specifically approved by the Privacy Official. In approving such alternate provisions, the Privacy Official shall consult with legal counsel to the extent the Privacy Official deems appropriate. To the extent that the Plan delegates its administrative responsibilities under the Privacy Rules to one or more TPAs, the Plan will adopt the policies and procedures of such TPA(s) with respect to those delegated administrative responsibilities as its own policies and procedures with respect to same, provided those policies and procedures are consistent with the Privacy Rules.

<i>Plan Policies for Retaining Business Associates</i>	<i>Plan Procedures for Retaining Business Associates</i>
It is the Plan's policy that, upon becoming aware of a pattern of activity or practice of a Business Associate that is a material breach or violation of a contract required under these Policies and Procedures for Retaining Business Associates, the Plan's Privacy Official shall: • Take reasonable steps to cure the breach and/or end the violation. • If such steps are not successful, to terminate such contract, if feasible, or to report the problem to the Secretary.	As provided in the Plan's Policies and Procedures for Complaints Concerning Privacy Practices, the Plan Contact will investigate and resolve any complaints regarding privacy that involve Business Associates. The Plan Contact will periodically review the Plan's records regarding complaints to determine if it appears that the complaints show a pattern of activity or a practice that is a material breach or violation of the Business Associate's contract with the Plan. In that case, the Privacy Contact will alert the Privacy Official who will investigate the matter to determine whether a material breach or violation has occurred or is occurring. In the event that the Privacy Official determines that such a material breach or violation has occurred or is occurring, the Privacy Official will take reasonable steps to cause the Business Associate to cure the breach and/or end the violation. If the Privacy Official determines that such steps have been unsuccessful, the Privacy Official will determine, in consultation with appropriate Plan fiduciary(ies), whether termination of the Business Associate's contract with the Plan is feasible. If not, the Privacy Official will report the violation to the Secretary.

Verifying Identity And Authority

The Plan is required to verify the identity, if unknown to the Plan, of individuals who request access to PHI to determine that the requester is, in fact, the Individual whose PHI is requested or is a person who is entitled to

access that Individual's PHI. If the requester is not the Individual whose PHI is requested, the Plan is required to verify the authority of the requester to have access to an Individual's PHI.

<i>Policies for Verifying Identity and Authority</i>	<i>Procedures for Verifying Identity and Authority</i>
It is the Plan's policy to disallow Business Associates from allowing access to PHI, or disclosing PHI to, any person requesting such access or disclosure without first verifying the identity of such person, and such person's authority for such access or disclosure, unless the person's identity and authority are known to the Business Associate.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan has prohibited, and will continue to prohibit, the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.

It is the Plan's policy to disallow the Employer from allowing access to PHI, or disclosing PHI to, any person requesting such access or disclosure without first verifying the identity of such person, and such person's authority for such access or disclosure, unless the person's identity and authority are known to the Employer.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official will provide a copy of these Policies and Procedures on Verifying Identity and Authority to each Designated Employee. If the person making the request is not known to the Designated Employee responding to a request: • In the case of an Individual requesting his or her own PHI in person, the Designated Employee will: ◦ Request a photo i.d. (e.g., valid and current driver's license or passport) and verify that the person making the request is the person identified and is the subject of the requested PHI (if in doubt about the validity of the i.d., or whether it belongs to the person presenting it, the Designated Employee will contact the Privacy Official, who will make a final determination). ◦ Make a copy of the photo i.d., and file it with the information for which access or disclosure is requested as required under the Plan's Policies and Procedures for Retaining Documentation. • In the case of a parent requesting access to or disclosure of a minor child's PHI, the Designated Employee will: ◦ Verify the identity of the parent as described above for verifying an individual's identity. ◦ Request proof of the relationship between the minor child whose information is requested and the parent, e.g., birth certificate, adoption order, court order (if in doubt about the validity of the documentation or whether it represents parental authority, the Designated Employee will contact the Privacy Official, who will make a final determination). ◦ Request a written representation from the parent similar to that required for an authorization signed by a parent that the child is not an emancipated minor and that the parent is not otherwise prevented from acting as the child's personal representative. ◦ Make a copy of the documentation of the relationship and the written statement, if any, and file it with the information for which access or disclosure is requested as required under the Plan's Policies and Procedures for Retaining Documentation. • In the case of a personal representative requesting access to or disclosure of an Individual's Plan PHI, the Designated Employee will: ◦ Verify the identity of the requester as described above for verifying an Individual's identity. ◦ Request valid power of attorney or other court order establishing the requester as the Individual's personal representative (if in doubt about the validity of the documentation or whether it represents authority to act as a personal representative, the Designated Employee will contact the Privacy Official, who will make a final determination). ◦ Make a copy of the documentation of the personal representation, and file it with the information for which access or disclosure is requested as required under the Plan's Policies and Procedures for Retaining Documentation.
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<i>Policies for Verifying Identity and Authority</i>	<i>Procedures for Verifying Identity and Authority</i>
	• In the case of a caller requesting PHI over the telephone (or otherwise not in person,)¹ the Designated Employee will: ◦ Social Security Number will be used to determine if a caller is the Individual whose PHI is requested or is the personal representative of the Individual whose PHI is requested] ◦ Not release any Plan PHI to any caller who is unable to provide the required identifier. ◦ Refer all calls from providers to the appropriate TPA. Each Designated Employee providing access to or disclosure of PHI will create, and retain in the Plan's records in accordance with the Plan's Policies and Procedures for Retaining Documentation, documentation that the recipient of the PHI was known to the Designated Employee or documentation of the means by which the Designated Employee verified the identity and authority of the recipient of such PHI.

¹ Many employers have chosen to minimize such issues with requests made other than in person by:

- Referring such requests to the TPA or insurer for handling, so that the Plan's information is protected by the TPA's or insurer's verification system.
- Conditioning direct assistance from the employer (to the extent that such assistance is not required under Plan terms) on provision of an Authorization from the Individual whose information is requested.

Marketing, Fundraising and Research

In order for the Plan to use or disclose Individuals' PHI for "marketing" (as defined in the Privacy Rules), the Plan must obtain authorization from each Individual whose information is to be used if the Plan receives financial remuneration in exchange for marketing communication. Additionally, the Plan must obtain authorization from each individual whose identifiable information is sold; this requirement to obtain authorization does not apply when the PHI is shared for research purposes or for treatment or as part of a merger/transfer between Covered Entities. Other restrictions apply to using or disclosing Individuals' PHI for "fundraising" (as defined in the Privacy Rules) or "research" (as defined in the Privacy Rules). The terms of the Plan do not require it to engage in such activities, or to use or disclose Individual's PHI for such purposes, and it is not anticipated that the Plan will do so.

<i>Plan Policies for Marketing, Fundraising and Research</i>	<i>Plan Procedures for Marketing, Fundraising and Research</i>
It is the Plan's policy to disallow the Employer's use or disclosure of PHI for purposes of Marketing, Fundraising or Research.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Marketing, Fundraising and Research to each Designated Employee and has instructed, and, on a periodic basis, will instruct each of them to alert the Privacy Official of: • Any communications the Employer makes using PHI that the Designated Employee believes may constitute Marketing. • Any arrangements the Employer makes that may involve remuneration to the Plan or the Employer in connection with the release of PHI. • Any activities of the Employer using PHI, or any disclosures of PHI to a third party, that may constitute Fundraising. • Any uses of PHI, or disclosures of PHI, for purposes that may constitute Research.
It is the Plan's policy to disallow Business Associates from using or disclosing PHI for purposes of Marketing, Fundraising or Research without first obtaining any required Authorization from each Individual whose PHI is to be used or disclosed for such purposes, and/or following such other procedures as the Privacy Rules may require for the Plan to engage in, or use or disclose PHI for, Fundraising or Research.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan will prohibit Business Associates from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.

Using Or Disclosing Psychotherapy Notes

The Privacy Rules generally disallow use or disclosure of Psychotherapy Notes by health plans like the Plan unless the Individual that is the subject of those Psychotherapy Notes has authorized the health plan's use or disclosure. It is very unlikely that the Plan will receive, use or disclose Psychotherapy Notes for any purpose.

<i>Plan Policies for Using or Disclosing Psychotherapy Notes</i>	<i>Plan Procedures for Using or Disclosing Psychotherapy Notes</i>
It is the Plan's policy to disallow the Employer's use or disclosure of PHI that consists of Psychotherapy Notes without first obtaining Authorization from the Individual that is the subject of that PHI.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Using or Disclosing Psychotherapy Notes to each Designated Employee, and will instruct each of them to alert the Privacy Official of any PHI that comes to their attention that may constitute Psychotherapy Notes.
It is the Plan's policy to disallow Business Associates from using or disclosing Plan PHI that consists of Psychotherapy Notes without first obtaining Authorization from the Individual that is the subject of that PHI.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan has prohibited the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.

Reasonable Safeguards For PHI

The Privacy Rules require the Plan to reasonably safeguard PHI from intentional or unintentional misuse or inappropriate disclosure. The Privacy Rules permit “incidental” uses or disclosures made in the course of otherwise permissible uses or disclosures. These incidental uses and disclosures are not permitted, however, if the health plan does not have reasonable safeguards in place to limit the occurrence of incidental uses and disclosures of protected health information.

<i>Policies for Reasonable Safeguards for PHI</i>	<i>Procedures for Reasonable Safeguards for PHI</i>
It is the policy of the Plan to implement measures that reasonably safeguard PHI from intentional or unintentional misuse or inappropriate disclosure.	The Privacy Official has determined appropriate administrative, physical, and technical safeguards and has put them in place to reasonably assure that: • Employees of the Employer other than the Designated Employees are not able to access PHI. • Designated Employees have access only to the PHI that they need to perform the job duties that constitute Plan Administration Functions. • Designated Employees whose job duties include functions for which use of PHI is prohibited do not use PHI for such purposes. • PHI is securely transmitted and stored.

Training Workforce Members

The Privacy Rules require the Plan to provide training on the Plan's policies and procedures in connection with its obligations under the Privacy Rules to all members of the workforce as necessary and appropriate for them to carry out their functions.

<i>Plan Policies for Training Workforce Members</i>	<i>Plan Procedures for Training Workforce Members</i>
It is the policy of the Plan to train all of the Designated Employees on the Plan's policies and procedures in connection with the Plan's obligations under the Privacy Rules and to provide training to other members of the Employer's workforce as needed to make them aware of issues arising due to the Plan's obligations under the Privacy Rules that may affect their work.	The Privacy Official has determined which members of the Employer's workforce, other than the Designated Employees, may be affected by the Plan's obligations under the Privacy Rules. The determination has not been made more inclusive than necessary. The Privacy Official has developed training schedules and programs appropriate to educate the various Designated Employees and other members of the Employer's workforce, as applicable, on the impact that the Plan's obligations under the Privacy Rules have on their job duties. In developing such schedules and programs, the Privacy Official has provided for: • New Designated Employees (or Designated Employees with new job functions), to be provided appropriate training for their new job duties. • Retraining of affected Designated Employees in the event that the Plan makes material changes to its policies and procedures. The Privacy Official has created and will retain in the Plan's records in accordance with the Plan's Policies and Procedures for Maintaining Documentation, documentation of training schedules and programs implemented by the Plan, as well as the Designated Employees and others receiving such training.

Sanctioning Workforce Members

All members of the Plan's workforce are required to comply with the Plan's policies and procedures and are subject to disciplinary action for failure to comply.

<i>Plan Policies for Sanctioning Workforce Members</i>	<i>Plan Procedures for Sanctioning Workforce Members</i>
It is the Plan's policy to impose sanctions in accordance with Douglas County Personnel Policies in the event that a Designated Employee fails to comply with the Plan's policies and procedures other than in Excepted Situations. Such sanctions may include termination of employment with the Employer.	The Privacy Official has created and retains in the Plan's records (in accordance with the Plan's Policies and Procedures for Retaining Documentation), documentation of sanctions imposed on Designated Employees, and documentation of the Excepted Situations in the event that sanctions were not imposed with respect to a Designated Employee's failure to comply with the Plan's policies and procedures.

Refraining From Intimidating Or Retaliatory Acts

The Privacy Rules generally prohibit intimidating, or retaliating against, Individuals and certain Designated Employees in connection with their exercise of their rights under the Privacy Rules and participating in certain activities related to the Privacy Rules.

<i>Policies for Refraining from Intimidating or Retaliatory Acts</i>	<i>Procedures for Refraining from Intimidating or Retaliatory Acts</i>
It is the policy of the Plan to prohibit the Employer and the Designated Employees from intimidating, threatening, coercing, discriminating against, or retaliating against any Individual for engaging in, or to prevent an Individual from engaging in, Privacy Activities.	The Plan's notice of privacy practices include a statement that the Plan will not retaliate against any Individual who files a complaint regarding the Plan's privacy practices. In accordance with the Plan's Policies and Procedures for Complaints Regarding Privacy Issues, the Privacy Official has provided a process for Individuals to complain about actions they believe are intimidating or retaliatory and related to Privacy Activities. Any complaint received pursuant to that process will be forwarded promptly to the Privacy Official for investigation and resolution. If any Individual communicates to a Designated Employee, or a Designated Employee witnesses or hears of, intimidating or retaliatory action related to Privacy Activities, the Designated Employee will report such actions to the Privacy Official for investigation and resolution. In investigating and resolving such complaints and reports, the Privacy Official may use such measures as the Privacy Official deems appropriate under the circumstances and will impose appropriate sanctions for any intimidating or retaliatory actions related to Privacy Activities that the Privacy Official determines to have occurred.

Responding To Requests For Restrictions

The Privacy Rules require health plans to allow Individuals to submit requests that the health plan limit the uses and disclosures that the health plan makes of that Individual's PHI. Health plans are not required to agree to such requests, but if they do agree to such requests, the restrictions generally are binding on the health plan.

<i>Plan Policies for Responding to Requests for Restrictions</i>	<i>Plan Procedures for Responding to Requests for Restrictions</i>
It is the policy of the Plan to afford Individuals the opportunity to make written request that the Plan implement restrictions on the uses and disclosures that the Plan makes of the Individual's PHI. The Plan will comply with any restriction request of PHI that pertains solely to a health care item or service for which the healthcare provider has been paid out-of-pocket in full.	An Individual may make a request for restrictions on the uses and disclosures that the Plan makes of PHI of which the Individual is the subject by submitting the request in writing to the Plan Contact at the following address or fax number: <u>Plan Sponsor</u> <u>1100 Mass. St.</u> <u>Lawrence, KS 66044</u> The Plan Contact has created a form for such requests and may require Individuals to use that form for their written requests. In that event, the Plan Contact will make that form available upon request. The written request must specify: (1) what information the Individual wants to restrict; (2) whether the Individual wants to limit the Plan's use of that information, its disclosure of that information, or both; and (3) to whom the Individual wants the limits to apply. An Individual's request for restrictions will be considered made when the written request or properly completed form is received by the Plan Contact. The Plan Contact will refer each such request to the appropriate TPA. The Privacy Official has ensured that the Plan's notice of privacy practices describes the procedure for making such requests and states that all such requests must be made in writing.
It is the policy of the Plan to disallow the Employer from agreeing to any restrictions on the uses and disclosures the Plan makes of an Individual's PHI, except as required by law.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Responding to Requests for Restrictions to each Designated Employee and has instructed them to alert the Privacy Official of any interaction with an Individual that could be misconstrued as an agreement to restrict the uses and disclosures the Plan makes of that Individual's PHI. The Privacy Official will ensure that the Plan's notice of privacy practices states that no restriction is agreed to by the Plan unless expressly accepted by the Plan in writing or required by law.

<i>Plan Policies for Responding to Requests for Restrictions</i>	<i>Plan Procedures for Responding to Requests for Restrictions</i>
It is the policy of the Plan to require each of its TPA Business Associates to receive and respond to requests for restrictions and to implement or deny restrictions on behalf of the Plan to the extent that such restrictions are requested in connection with the health benefits program for which the TPA provides claims administration.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of the Plan's contracts with its TPA Business Associates, the Plan has required the TPA, on behalf of the Plan and in accordance with the requirements applicable to the Plan under the Privacy Rules, to: • Determine whether to agree to such a request in whole or in part. • Notify the Individual making such request of the decision. • Comply (including requiring compliance by the TPA's agents and subcontractors, the Employer, and any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing) with any such requests to which it agrees. • Develop, implement, and provide to the Plan, policies and procedures in connection with providing Individuals the opportunity to request restrictions on the uses and disclosures the Plan makes of the Individual's PHI. The Privacy Official has provided each of the Plan's TPAs a listing of all agents or subcontractors of the Plan or the Employer. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and will maintain the policies and procedures it receives from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on responding to requests for restrictions, provided those policies and procedures reflect compliance with the Privacy Rules. If an Individual requests restrictions on uses and disclosures of PHI directly from the Plan or the Employer, the Plan Contact will notify the appropriate TPA(s) in writing of such request within five (5) days of the Individual's request.
It is the policy of the Plan to require each of its non-TPA Business Associates to abide by restrictions to which the Plan agrees.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its non-TPA Business Associates, the Plan has prohibited the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.
It is the policy of the Plan to maintain documentation of the handling of all written requests for restrictions that the Plan receives.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with each TPA to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will document requests for restrictions and responses, if any, thereto, and will retain the documentation as required by §164.530(j) of the Privacy Rules, including: • Requests (and documentation of identity and authority to make requests) for restrictions on use and disclosure of Individuals' PHI. • Written response informing the requestor if a restriction request is granted or denied. • Documentation of restriction implementation. • If request is denied, any subsequent complaint filed with Plan regarding denial.

<i>Plan Policies for Responding to Requests for Restrictions</i>	<i>Plan Procedures for Responding to Requests for Restrictions</i>
It is the policy of the Plan to respond to requests for restrictions only from the Individual whose information is sought to be restricted, except in cases where the person requesting information can show authority to act on behalf of the Individual.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with each TPA to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will not respond to a request for restrictions from any individual other than the Individual whose PHI is requested to be restricted unless the TPA has verified the identity and authority of that other individual in accordance with policies and procedures similar in substance to the Plan's Policies and Procedures for Verifying Identity and Authority.

Responding To Requests For Confidential Communications

The Privacy Rules require health plans to allow Individuals to submit requests that the health plan provide communications to them regarding their PHI by alternative means or at alternative locations. Health plans generally are not required to agree to such requests, but if they do agree to such requests, the restrictions generally are binding on the health plan. If an Individual making such a request clearly states that the disclosure

of all or part of the Individual's PHI could endanger the Individual, then the health plan is required accommodate a reasonable request to use an alternate means of communication or alternate location.

<i>Plan Policies for Responding to Requests for Confidential Communications</i>	<i>Plan Procedures for Responding to Requests for Confidential Communications</i>
It is the policy of the Plan to afford Individuals the opportunity to request, in writing, that the Plan use Confidential Communications.	An Individual may make a request that the Plan use Confidential Communications with respect to that Individual by submitting the request in writing to the Plan Contact at the following address or fax number: <u>Plan Sponsor</u> <u>1100 Mass. St.</u> <u>Lawrence, KS 66044</u> The Plan Contact may create a form for such requests and may require Individuals to use that form for their written requests. In that event, the Plan Contact will make that form available upon request. The written request must specify: • Whether the Individual believes that disclosure of the Individual's PHI might endanger the Individual (no statement of the specific reason for that belief may be required). • How or where the Individual wishes to be contacted. An Individual's request for Confidential Communications will be considered made when the written request or properly completed form is received by the Plan Contact. The Plan Contact will refer each such request to the appropriate TPA. The Privacy Official will ensure that the Plan's notice of privacy practices describes the procedure for making such requests and states that all such requests must be made in writing.
It is the policy of the Plan to disallow the Employer from agreeing to Confidential Communications unless the Individual's request for Confidential Communications contains a statement that disclosure of all or part of the Individual's PHI could endanger the Individual, and the Individual provides information about how any payment issues with respect to the Plan will be handled, if applicable, and specifies an alternative address or other method of contact.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Responding to Requests for Confidential Communications to each Designated Employee and has instructed them to alert the Privacy Official of any interaction with an Individual that could be construed as an agreement to use Confidential Communications for that Individual's PHI. The Privacy Official has ensured that the Plan's notice of privacy practices states that no agreement by the Plan to use Confidential Communications is effective unless expressly accepted by the Plan in writing. In the event that the Plan Contact receives a written request for Confidential Communications stating that disclosure of all or part of the Individual's PHI could endanger the Individual, the Plan Contact will notify the Privacy Official and will note that statement in the transmittal of the request to the appropriate TPA(s). The Privacy Official will contact the appropriate TPA(s) within 10 days of such transmittal to determine whether such TPA(s) decide, on behalf of the Plan, to honor the request, and, if so, the Privacy Official will notify Designated Employees whose job duties may involve communicating PHI to that Individual, of the alternate location or means of communication.

<i>Plan Policies for Responding to Requests for Confidential Communications</i>	<i>Plan Procedures for Responding to Requests for Confidential Communications</i>
It is the policy of the Plan to require each of its TPA Business Associates to receive and respond to requests for Confidential Communications and to implement or deny Confidential Communications on behalf of the Plan to the extent that such Confidential Communications are requested in connection with the health benefits program for which the TPA provides claims administration.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan has required the TPA, on behalf of the Plan to: • Determine whether to agree to such a request in whole or in part. • Notify the Individual making such request of the decision. • Comply (including requiring compliance by the TPA's agents and subcontractors, the Employer, and any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing) with any such requests to which it agrees. • Develop, implement, and provide to the Plan, policies and procedures in connection with provision of such opportunities. The Privacy Official has provided each of the Plan's TPAs a listing of all of the agents or subcontractors of the Plan or the Employer. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and will maintain the policies and procedures it received from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on responding to requests for Confidential Communications. If an Individual requests Confidential Communications directly from the Plan or the Employer, the Plan Contact will notify the appropriate TPA(s) in writing of such request within five (5) days of the Individual's request.
It is the policy of the Plan to require each of its non-TPA Business Associates to abide by Confidential Communications to which the Plan agrees.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its non-TPA Business Associates, the Plan has prohibited the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.
It is the policy of the Plan to maintain documentation of the handling of all written requests for Confidential Communications that the Plan receives.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will document requests for Confidential Communications and responses, if any, thereto, and will retain the documentation as required by §164.530(j) of the Privacy Rules, including: • Requests and documentation of identity and authority to make requests for, Confidential Communications of Individuals' PHI. • Written response informing the requestor if a request for Confidential Communications is granted or denied. • Documentation of Confidential Communications implementation. • If request is denied, any subsequent complaint filed with Plan regarding denial.

<i>Plan Policies for Responding to Requests for Confidential Communications</i>	<i>Plan Procedures for Responding to Requests for Confidential Communications</i>
It is the policy of the Plan to respond to requests for Confidential Communications only from the Individual for whose information Confidential Communications are sought, except in cases where the person requesting information can show authority to act on behalf of the Individual.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will not respond to a request for Confidential Communications from any individual other than the Individual whose PHI is requested to be communicated confidentially unless the TPA has verified the identity and authority of that other individual in accordance with policies and procedures similar in substance to the Plan's Policies and Procedures for Verifying Identity and Authority.

Identifying Designated Record Set

The Plan is required to identify its designated record set for purposes of the Privacy Rules. Under the Privacy Rules, Individuals have the right to access their PHI that is maintained in the Plan's designated record set and to request amendments to their PHI in the Plan's designated record set. Because the Plan has no employees, and carries out its terms solely through the Employer, and its Business Associates, the Plan's designated record set is held by the Employer, Business Associates and their respective agents and subcontractors.

<i>Plan Policies for Identifying Designated Record Set</i>	<i>Plan Procedures for Identifying Designated Record Set</i>
It is the policy of the Plan to require the Employer to identify records held by the Employer that constitute part of the Designated Record Set.	The Privacy Official has created and will continue to maintain a listing of all Designated Information, (including its location), that is maintained or received by the Employer. The Privacy Official will review the listing on a periodic basis to determine whether it remains accurate and complete and will make such changes as are indicated by that review.
It is the policy of the Plan to require each of its TPA Business Associates to identify all of the records held in connection with the health benefits program for which the TPA provides claims administration that constitute the Designated Record Set.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan requires the TPA to agree that: • The TPA will designate the records held in connection with the health benefits program for which the TPA provides claims administration that constitute Designated Information, to the extent that those records are held by any of: ◦ The TPA itself or any of its agents or subcontractors. ◦ The Employer. ◦ Any agent or subcontractor of the Plan or the Employer that the Privacy Official identifies to the TPA in writing. • The TPA will develop, implement, and provide to the Privacy Official copies of policies and procedures implementing the TPA's determinations with respect to the Plan's Designated Record Set. The Privacy Official has provided each of the Plan's TPAs a listing of all of the agents or subcontractors of the Plan or the Employer. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and will continue to maintain the policies and procedures it receives from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on maintaining the Plan's Designated Record Set, provided those policies and procedures reflect compliance with the Privacy Rules. The Privacy Official has compiled the TPA determinations set forth in the policies and procedures so adopted and maintains that compilation as the Plan's Designated Record Set. If the Privacy Official becomes aware of additional records that constitute Designated Information, the Privacy Official will supplement the Designated Record Set as compiled from the Plan's TPA(s).

Providing Individuals Access To Their PHI

The Privacy Rules require the Plan to provide Individuals access to their PHI in the Plan's Designated Record Set so that they may inspect and obtain a copy of such PHI, as described in §164.524 of the Privacy Rules. PHI that

is held by the Employer, a Business Associate or their respective agents or subcontractors may be subject to this right of access.

<i>Plan Policies for Providing Individuals Access to Their PHI</i>	<i>Plan Procedures for Providing Individuals Access to Their PHI</i>
It is the policy of the Plan to afford Individuals access to their PHI in the Plan's Designated Record Set as required by the Privacy Rules, provided the Individuals submit their requests for such access in writing.	An Individual may obtain access to the Individual's PHI in the Plan's Designated Record Set by submitting a request for access in writing to the Plan Contact at the following address or fax number: <u>Plan Sponsor</u> <u>1100 Mass. St.</u> <u>Lawrence, KS 66044</u> The Plan Contact may create a form for such requests, and may require Individuals to use that form for their written requests. In that event, the Plan Contact will make that form available upon request. An Individual's request for access will be considered made when the written request or properly completed form is received by the Plan Contact. The Plan Contact will refer each such request to the appropriate TPA. The Privacy Official will ensure that the Plan's notice of privacy practices describes the procedure for making such requests and states that such requests must be made in writing. An Individual may also request an electronic copy of his/her PHI in the Plan's Designated Record Set. The Plan must comply with the Individual's electronic file request and may assess a reasonable fee (based upon actual cost) for providing the PHI in electronic format.

<i>Plan Policies for Providing Individuals Access to Their PHI</i>	<i>Plan Procedures for Providing Individuals Access to Their PHI</i>
It is the policy of the Plan to require each of its TPA Business Associates to receive and respond to requests for access, and to provide or deny access, on behalf of the Plan, to the extent that the Designated Record Set is held in connection with the health benefits program for which the TPA provides claims administration.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan requires the TPA, on behalf of the Plan and in accordance with the requirements applicable to the Plan under the Privacy Rules, to: • Respond to Individuals' requests for access to their PHI. • Verify the identity of an Individual or the identity and authority of a personal representative requesting such access. • Provide Individuals with access to their PHI in the Plan's Designated Record Set, including elements of the Designated Record Set in the possession of person(s) other than the TPA to the extent that the Designate Record Set is held by any of: ◦ The TPA itself or any of its agents or subcontractors. ◦ The Employer. ◦ Any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing. • Develop, implement, and provide to the Plan, policies and procedures in connection with provision of such access. The Privacy Official has provided each of the Plan's TPAs a listing of all of the agents or subcontractors of the Plan or the Employer. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and will maintain the policies and procedures it receives from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on providing Individuals access to their PHI, provided those policies and procedures reflect compliance with the Privacy Rules.

<i>Plan Policies for Providing Individuals Access to Their PHI</i>	<i>Plan Procedures for Providing Individuals Access to Their PHI</i>
It is the policy of the Plan to require TPAs to respond to Individuals' properly submitted requests for access on a timely basis in accordance with the requirements of the Privacy Rules, as applicable to the Plan.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA will respond to a properly submitted request for access: • No later than 30 days after the Plan Contact's receipt of the request. • If the requested PHI is not maintained or accessible on-site, no later than 30 days after the Plan Contact's receipt of the request. • If the TPA is not able to determine within the time allowed above whether access is allowable, the TPA may extend the time for response one time by 30 days by informing the requestor in writing of the reasons for the delay and expected date of response. In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its non-TPA Business Associates, the Plan requires such Business Associates to cooperate with Individuals' requests for access by making PHI concerning an Individual available for purposes of responding to the Individual's request for access. If an Individual requests access to PHI in the Designated Record Set directly from the Plan or the Employer, the Plan Contact will notify the appropriate TPA(s) in writing of such request within five (5) days of the Individual's request.
It is the policy of the Plan to require TPAs to provide access to Individuals pursuant to their properly submitted requests for access in accordance with the requirements of the Privacy Rules, as applicable to the Plan.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that, if the TPA, on behalf of the Plan, determines to grant access to an Individual, the TPA will: • Inform the Individual, within the time periods allowed, in writing of the acceptance of the request. • Arrange a mutually convenient time and place for the Individual to provide the access requested, including inspection or obtaining a copy, or both, of the Individual's PHI in the Designated Record Set. • If the Individual wishes to obtain a copy of the PHI to which access is provided, the TPA may offer to provide copying services and to mail such copies. • If the TPA wishes to charge a cost-based fee for such copying and mailing, it may do so if it discloses such fees in advance and the Individual agrees to pay such fees. • Provide the form of access to PHI, or format, requested by the Individual if the PHI is readily producible in that form or format, and if not, in a readable hard copy form or such other form or format as agreed to by the TPA and the Individual. • The TPA will provide supervision of an Individual's inspection and copying of PHI as needed to ensure the integrity of the PHI so accessed.

<i>Plan Policies for Providing Individuals Access to Their PHI</i>	<i>Plan Procedures for Providing Individuals Access to Their PHI</i>
It is the policy of the Plan to deny Individuals access to their PHI in the Plan's Designated Record Set only to the extent that such PHI consists of Psychotherapy Notes or Legal Material.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that, if the TPA, on behalf of the Plan, determines to deny access to an Individual in whole or in part, the TPA will: • Provide the Individual, within the time periods allowed, written denial in plain language that includes: ◦ The basis for denial. ◦ The Individual's lack of right to a review of the decision. ◦ A description of how the individual may make a complaint to the Plan or to the Secretary, including the title and telephone number of the Plan Contact. • To the extent possible, the TPA will provide the Individual access, as described above, to the Individual's PHI for which there are no grounds to deny access. • If the TPA determines that the Plan does not maintain the PHI that is the subject of the Individual's request, but knows where the requested information is maintained, the TPA will inform the Individual where to direct the request for access.
It is the policy of the Plan to maintain documentation of the handling of all requests for access it receives.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will document requests for access and responses thereto, and will retain the documentation as required by §164.530(j) of the Privacy Rules, including: • Requests, and documentation of, identity and authority to make requests for, access to Individuals' PHI. • Written response informing the requestor if access is granted or denied. • Written response informing the individual of extension of time for response if unable to respond within 30- or 60-day period allowed. • Documentation of PHI accessed. • If request is denied, any subsequent complaint filed with Plan regarding denial.
It is the policy of the Plan to grant access only to the Individual whose information is sought, except in cases where the person requesting information can show authority to act on behalf of the Individual.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will not provide access to any individual other than the Individual whose PHI is requested to be accessed unless the TPA has verified the identity and authority of that other individual in accordance with policies and procedures similar in substance to the Plan's Policies and Procedures for Verifying Identity and Authority.

Allowing Individuals To Amend Their PHI

The Privacy Rules require the Plan to provide Individuals the opportunity to request amendments to their PHI in the Plan's Designated Record Set, and to require certain steps with respect to those requests, as described in

§164.526 of the Privacy Rules. PHI that is held by the Employer, a Business Associate or their respective agents or subcontractors may be subject to this right of amendment

<i>Plan Policies for Allowing Individuals to Amend Their PHI</i>	<i>Plan Procedures for Allowing Individuals to Amend Their PHI</i>
It is the policy of the Plan to afford Individuals the opportunity to request amendments to their PHI in the Plan's Designated Record Set as required by the Privacy Rules, provided the Individuals submit their requests for such amendments in writing.	An Individual may make a request for the Plan to amend the Individual's PHI in the Plan's Designated Record Set by submitting the request in writing to the Plan Contact at the following address or fax number: <u>Plan Sponsor</u> <u>1100 Mass. St.</u> <u>Lawrence, KS 66044</u> The Plan Contact may create a form for such requests, and may require Individuals to use that form for their written requests. In that event, the Plan Contact will make that form available upon request. The written request for an amendment must specify a reason to support the amendment. An Individual's request for amendment will be considered made when the written request or properly completed form is received by the Plan Contact. The Plan Contact shall refer each such request to the appropriate TPA. The Privacy Official will ensure that the Plan's notice of privacy practices describes the procedure for making such requests and states that such requests must be made in writing.

<i>Plan Policies for Allowing Individuals to Amend Their PHI</i>	<i>Plan Procedures for Allowing Individuals to Amend Their PHI</i>
It is the policy of the Plan to require each TPA Business Associate to receive and respond to requests for amendments and to make or deny amendments, to the extent that the Designated Record Set is held in connection with the health benefits program for which the TPA provides claims administration.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan will require the TPA, on behalf of the Plan to: • Respond to Individuals' requests for amendments to their PHI. • Verify the identity of an Individual or the authority of a personal representative exercising such amendment rights. • Determine whether to accept or deny a requested amendment in whole or in part. • Provide notice of the decision to the Individual. • Administer any appeal, accept any statements of disagreement and create appropriate rebuttal statements. • Maintain any such requests, responses, amendments and/or statements as part of the Designated Record Set, as appropriate, including elements of the Designated Record Set in the possession of person(s) other than the TPA to the extent that the Designate Record Set is held by any of: ◦ The TPA itself or any of its agents or subcontractors. ◦ The Employer. ◦ Any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing. • Identify and notify third-parties of amendments as required by the Privacy Rules (including elements of the Designated Record Set in the possession of person(s) other than the TPA). • Develop, implement, and provide to the Plan, policies and procedures in connection with provision of such amendment rights. The Privacy Official has provided each of the Plan's TPAs a listing of all of the agents or subcontractors of the Plan or the Employer, from time to time. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and currently maintains the policies and procedures it receives from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on providing Individuals the opportunity to amend their PHI, provided those policies and procedures reflect compliance with the Privacy Rules.

<i>Plan Policies for Allowing Individuals to Amend Their PHI</i>	<i>Plan Procedures for Allowing Individuals to Amend Their PHI</i>
It is the policy of the Plan to require its TPAs to respond to Individuals' properly submitted requests for amendments on a timely basis in accordance with the requirements of the Privacy Rules, as applicable to the Plan.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA will respond to a properly submitted request for an amendment: • No later than 60 days after the Plan Contact's receipt of the request. • If the TPA is not able to determine within the time allowed above whether access is allowable, the TPA may extend the time for response one time by 30 days by informing the requestor in writing of the reasons for the delay and expected date of response. In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its non-TPA Business Associates, the Plan requires such Business Associates to cooperate with Individuals' requests for amendments by making PHI concerning an Individual available for purposes of responding to the Individual's request for amendments. If an Individual requests amendments to PHI in the Designated Record Set directly from the Plan or the Employer, the Plan Contact will notify Business Associate in writing of such request within five (5) days of the Individual's request.
It is the policy of the Plan to require its TPAs to make amendments to Individual's PHI in the Designated Record Set pursuant to their properly submitted requests for access in accordance with the requirements of the Privacy Rules, as applicable to the Plan.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that if the TPA, on behalf of the Plan, determines to accept an amendment to an Individual's PHI, the TPA will: • Inform the Individual, within the time periods allowed, in writing, of the acceptance of the requested amendment. • Make the amendment requested to the Individual's PHI in the Designated Record Set by identifying the affected records and appending the amendment or otherwise providing a link to the amended information. • Obtain Individual's identification of persons with which amendment needs to be shared, and the Individual's agreement to have TPA notify those and other persons of the amendment. • Give notice of the amendment to persons identified by the Individual and others, including Business Associates, that the TPA knows have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such PHI to the detriment of the Individual.

<i>Plan Policies for Allowing Individuals to Amend Their PHI</i>	<i>Plan Procedures for Allowing Individuals to Amend Their PHI</i>
It is the policy of the Plan to deny amendments to an Individual's PHI in the Plan's Designated Record Set only to the extent that such PHI consists of Psychotherapy Notes or Legal Material, the Plan did not create the PHI, or the Plan determines that the PHI is accurate and complete.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that, if the TPA, on behalf of the Plan, determines to deny access to an Individual in whole or in part, the TPA will: • Provide the Individual, within the time periods allowed, written denial in plain language that includes: ◦ The basis for denial. ◦ Information about the Individual's right to submit a written statement disagreeing with the denial and how to file such a statement. ◦ A statement that the Individual may require that the Plan include the request for amendment and the denial in future disclosures of the PHI requested to be amended and how to make such a request, including the title and telephone number of the person to contact. ◦ A description of how the individual may make a complaint to the Plan or to the Secretary, including the title and telephone number of the Plan Contact. • If the reason for the denial of an amendment is that the Plan did not create the PHI, the TPA will nonetheless permit the amendment if the Individual provides information showing that there is a reasonable basis for concluding that the originator of the PHI is no longer available to act on the requested amendment. • If the Individual submits a written statement of disagreement or a request to include the request for amendment and denial in future disclosures of the affected PHI, the TPA will append the statement or the request and denial to such affected PHI or otherwise provide a link from the disputed PHI to the statement or the request and denial. • If an Individual whose requested amendment was denied chooses to submit a statement of disagreement, the TPA will determine whether it is in the Plan's best interest to add to the Designated Record Set, and will prepare, as appropriate, a written rebuttal to the Individual's statement of disagreement.

<i>Plan Policies for Allowing Individuals to Amend Their PHI</i>	<i>Plan Procedures for Allowing Individuals to Amend Their PHI</i>
It is the policy of the Plan to maintain documentation of the handling of all requests for amendments it receives.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will document requests for amendments and responses thereto, and will retain the documentation as required by §164.530(j) of the Privacy Rules, including: • Requests (and documentation of identity and authority to make requests) to amend an Individuals' PHI. • Written response informing the requestor if amendment request is accepted or denied. • Written response informing the individual of extension of time if unable to respond within 60 days. • Documentation of PHI amended and third parties notified of amendment. • Documentation of written statement of disagreement and any rebuttal statement, and subsequent provision with each disclosure of affected PHI, along with any written rebuttal statement. • Documentation of request to include request for amendment and denial with any future disclosures of affected PHI and subsequent provision of same with each disclosure of affected PHI. • If requested amendment is denied, any subsequent complaint filed with Plan regarding denial.
It is the policy of the Plan to allow amendment requests only from the Individual whose PHI is at issue, except in cases where the person requesting the amendment can show authority to act on behalf of the Individual whose PHI is at issue.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with each TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will not allow an amendment request from any individual other than the Individual whose PHI is at issue unless the TPA has verified the identity and authority of that other individual in accordance with policies and procedures similar in substance to the Plan's Policies and Procedures for Verifying Identity and Authority.
It is the policy of the Plan that, when informed of an amendment made to PHI in the Plan's Designated Record Set by another covered entity, the Plan will amend the Designated Record Set to reflect that amendment.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with each TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will amend PHI in its possession to reflect amendments which other covered entities have accepted, and will require others to amend PHI in the Designated Record Set to the extent that the Designated Record Set is held by any of: • The TPA itself or any of its agents or subcontractors. • The Employer. • Any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing.

Accounting To Individuals For Disclosure Of Their PHI

The Privacy Rules require the Plan to provide Individuals an accounting of certain disclosures that the Plan makes of the Individual's PHI, as described in §164.528 of the Privacy Rules. Disclosures made by the Employer, a Business Associate or their respective agents or subcontractors may be subject to this right.

<i>Plan Policies for Accounting to Individuals for Disclosure of Their PHI</i>	<i>Plan Procedures for Accounting to Individuals for Disclosure of Their PHI</i>
It is the policy of the Plan to provide Individuals an accounting of disclosures of their PHI as required by the Privacy Rules, provided the Individuals submit their requests for such accountings in writing.	An Individual may obtain accounting of certain disclosures of PHI of which the Individual is the subject, where the disclosures have been made since the Effective Date and no more than six (6) years before the date of the Individual's request, by submitting the request in writing to the Plan Contact at the following address or fax number: <u>Plan Sponsor</u> <u>1100 Mass. St.</u> <u>Lawrence, KS 66044</u> The Plan Contact may create a form for such requests, and may require Individuals to use that form for their written requests. In that event, the Plan Contact will make that form available upon request. The written request for accounting must specify a time period for the accounting and should indicate in what form the Individual wants the accounting to be provided. An Individual's request for access will be considered made when the written request or properly completed form is received by the Plan Contact. The Plan Contact shall refer each such request to the appropriate TPA. The Privacy Official will ensure that the Plan's notice of privacy practices describes the procedure for making such requests and states that such requests must be made in writing.
It is the policy of the Plan to prohibit the Employer and Designated Employees from making disclosures that are subject to the accounting requirement unless required by law to do so.	In accordance with the Plan's Policies and Procedures on Training, the Privacy Official has provided a copy of these Policies and Procedures on Accounting to Individuals for Disclosures of Their PHI to each Designated Employee and has instructed them to alert the Privacy Official of any disclosures they make of PHI that they believe may be required by applicable law. Upon such notification, the Privacy Official will make a determination about whether the disclosure is required by applicable law, and, if so, will keep a record of such disclosure for purposes of providing an accounting of disclosures to an Individual.

<i>Plan Policies for Accounting to Individuals for Disclosure of Their PHI</i>	<i>Plan Procedures for Accounting to Individuals for Disclosure of Their PHI</i>
It is the policy of the Plan to require each TPA Business Associate to receive and respond to requests for accounting, and to provide or deny an accounting, on behalf of the Plan, in accordance with the requirements of the Privacy Rules as applicable to the Plan, to the extent that disclosures for which accounting is required were made in connection with the health benefits program for which the TPA provides claims administration.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan requires the TPA, on behalf of the Plan and in accordance with the requirements applicable to the Plan under the Privacy Rules, to: • Maintain records of its disclosures of PHI to the same extent that the Plan would be required under the Privacy Rules to do so if the Plan made such disclosures. • Develop, implement, and provide to the Plan, policies and procedures in connection with such recordkeeping. • Respond to Individuals' requests for accounting of disclosures of their PHI. • Verify the identity of an Individual or the identity and authority of a personal representative exercising such accounting rights. • Determine whether to accept or deny a request for an accounting in whole or in part. • Obtain information on disclosures from third parties in order to provide such accounting, to the extent that disclosures for which accounting is required were made by any of: ◦ The TPA itself or any of its agents or subcontractors. ◦ The Employer. ◦ Any agent or subcontractor of the Plan or the Employer that the Employer identifies to the TPA in writing. • Provide such an accounting when appropriate. • Develop, implement, and provide to the Plan, policies and procedures in connection with provision of such accounting rights. The Privacy Official has provided each of the Plan's TPAs a listing of all of the agents or subcontractors of the Plan or the Employer, from time to time. In accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures, the Privacy Official has adopted and continues to maintain the policies and procedures it receives from the Plan's TPAs pursuant to such contract provisions as part of the Plan's policies and procedures on providing accounting to Individuals of disclosures of their PHI, provided those policies and procedures reflect compliance with the Privacy Rules.

<i>Plan Policies for Accounting to Individuals for Disclosure of Their PHI</i>	<i>Plan Procedures for Accounting to Individuals for Disclosure of Their PHI</i>
It is the policy of the Plan to require TPAs to respond to Individuals' properly submitted requests for accounting on a timely basis in accordance with the requirements of the Privacy Rules as applicable to the Plan.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with each TPA, to ensure that such policies and procedures provide that the TPA will respond to a properly submitted request for access: • No later than 60 days after the Plan Contact's receipt of the request; or • If the TPA is not able to determine whether an accounting will be provided in response to a request, the TPA may extend the time for response one time by 30 days by informing the requestor in writing of the reasons for the delay and expected date of response. In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its non-TPA Business Associates, the Plan requires such Business Associates to: • Document disclosures of PHI and information related to such disclosures as the Plan would be required to do so that it could respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the Privacy Rules, and • Cooperate with Individuals' requests for accounting by making PHI concerning an Individual, and records of disclosures that Business Associate has made, available for purposes of responding to the Individual's request for accounting. If an Individual requests an accounting directly from the Plan or the Employer, the Plan Contact will notify the appropriate TPA(s) in writing of such request within five (5) days of the Individual's request.

It is the policy of the Plan to require TPAs to provide an accounting to an Individual pursuant to a properly submitted request for an accounting in accordance with the requirements of the Privacy Rules as applicable to the Plan with respect only to disclosures that are not exempted from the accounting requirement.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that, if the TPA, on behalf of the Plan, determines to provide an accounting to an Individual, the TPA will: • Gather information on disclosures subject to the accounting requirement from third parties as required under the TPA's Business Associate agreement, • Review such information to ensure that all disclosures are subject to the accounting requirement, and that none of such disclosures was: ◦ More than six (6) years before the date of the request. ◦ For treatment, payment, or health care operations. ◦ To the individual. ◦ Incidental to a use or disclosure otherwise permitted or required under the Privacy Rules. ◦ Pursuant to an authorization. ◦ For facility directories, to people involved in an individual's care, or other notification purposes as provided for in §164.510 of the Privacy Rules. ◦ For national security or intelligence purposes. ◦ To law enforcement officials or correctional institutions as provided for in section §164.521(k). ◦ Of limited data sets, pursuant to one or more valid data use agreements. ◦ Prior to the Effective Date. ◦ Made to a health oversight agency or law enforcement official, if the TPA, the Employer or the Plan has been notified by such an agency or official that providing an accounting would impede the agency's or official's activities (if the notification is made orally, then the TPA must document the identity of the person who requested the suspension and suspend the accounting of any subject disclosures for no more than 30 days from the date of the oral notification; if written notification is given, the suspension may be extended as specified in the written notification). • Provide, within the time period allowed, a written accounting that includes for each disclosure that is subject to the accounting requirement: ◦ The date of disclosure.
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<i>Plan Policies for Accounting to Individuals for Disclosure of Their PHI</i>	<i>Plan Procedures for Accounting to Individuals for Disclosure of Their PHI</i>
	◦ The name and, if known, the address, of the entity or person to whom the information was disclosed. ◦ A brief description of the PHI disclosed. ◦ A brief statement of the purpose of the disclosure (which may be a copy of the written request pursuant to which the disclosure was made). If the Individual has already received an accounting within the 12 months before the date of the Individual's request for an accounting, the TPA providing the accounting may charge a fee to the Individual for any additional accounting within that 12-month period if such fee is reasonable and based on the cost for the TPA to prepare the accounting. To charge such a fee, the TPA must inform the Individual of the amount of the fee, in advance, so that the Individual can amend or withdraw the accounting request so as to reduce or avoid the fee.
It is the policy of the Plan to maintain documentation for the handling of all requests for accounting it receives.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will document requests for accounting and responses thereto, and will retain the documentation as required by §164.530(j) of the Privacy Rules, including: • Requests (and documentation of identity and authority to make requests) for accounting of disclosures of Individuals' PHI. • Written response to the requestor. • Written response informing the requestor of extension of time if unable to respond within 60 days. • Documentation of the accounting provided. • If a request is denied in whole or in part, any subsequent complaint filed with Plan regarding denial.
It is the policy of the Plan to provide an accounting only to the Individual whose information is sought, except in cases where the person requesting information can show authority to act on behalf of the Individual.	The Privacy Official has reviewed the policies and procedures received from the Plan's TPA(s) pursuant to the Business Associate agreement with that TPA, to ensure that such policies and procedures provide that the TPA, on behalf of the Plan, will not provide an accounting to any individual other than the Individual whose PHI is requested to be accessed unless the TPA has verified the identity and authority of that other individual in accordance with policies and procedures similar in substance to the Plan's Policies and Procedures for Verifying Identity and Authority.

Mitigating Adverse Effects

The Privacy Rules require the Plan to mitigate, to the extent practical, any harmful effects that it knows to have occurred as a result of the Plan, a Designated Employee, or a Business Associate violating the Plan's policies and procedures or the Privacy Rules.

<i>Plan Policies for Mitigating Adverse Effects</i>	<i>Plan Procedures for Mitigating Adverse Effects</i>
It is the policy of the Plan to mitigate, to the extent practicable, any harmful effect that is known to the Plan to have occurred as a result of a Violation by the Plan, the Employer, a Designated Employee, or a Business Associate.	In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures on Mitigating Adverse Effects to each Designated Employee and has instructed them to alert the Privacy Official of any Use or Disclosure of PHI of which the Designated Employee becomes aware that may be a Violation. Any complaints regarding the Plan's privacy practices will be sent to the Plan Contact for investigation and resolution pursuant to the Plan's Policies and Procedures for Complaints Concerning Privacy Practices. As part of the Plan Contact's resolution of a complaint, the Plan Contact will promptly report to the Privacy Official each complaint that appears to involve a Violation or that involves harmful effects that the Plan could practicably mitigate. With respect to alerts from Designated Employees of potential Violations, and complaints reported by the Plan Contact, the Privacy Official will determine on a case-by-case basis whether a Violation has actually occurred and, if so, what steps should be taken to mitigate any harmful effects of that Violation, taking into account the likelihood and magnitude of the harm likely to result from the Violation, and the likelihood that, and extent to which, mitigation efforts will be effective. With respect to each such alert and report, the Privacy Official shall prepare a memorandum describing the event(s) at issue and the Privacy Official's conclusions and actions with respect to such event(s). In addition to the memoranda created pursuant to the preceding paragraph, the Privacy Official will create, and retain in the Plan's records, documentation of mitigation efforts implemented by the Plan, as well as the rationale for not implementing mitigation efforts in particular situations, in accordance with the Plan's Policies and Procedures for Retaining Documentation.
It is the policy of the Plan to require all Business Associates to mitigate harmful effects resulting from failure to comply with contract terms.	Business Associate agreements that the Plan enters into require Business Associates to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate as a result of Use or Disclosure of PHI in violation of contract terms.

Waivers Of Rights

The Privacy Rules prohibit the Plan's conditioning eligibility, enrollment, payment or treatment on an Individual waving his or her rights under the Privacy Rules.

<i>Plan Policies for Waivers of Rights</i>	<i>Plan Procedures for Waivers of Rights</i>
It is the policy of the Plan to neither require, nor permit any entity associated with the Plan to require, any Individual to waive rights under the Privacy Rules as a condition of eligibility, enrollment, payment or treatment.	Under no circumstances will any Designated Employee request an Individual to provide a complete waiver of his or her rights under the Privacy Rules. Any request made by a Designated Employee on behalf of the Plan for permission to use or disclose an Individual's PHI will be made in accordance with the Plan's Policies and Procedures for Accepting and Requesting Authorizations. In accordance with the Plan's Policies and Procedures on Training Workforce Members, the Privacy Official has provided a copy of these Policies and Procedures for Waivers of Rights to each Designated Employee and has instructed each of them to alert the Privacy Official of any communication or arrangement of which the Designated Employee becomes aware that may involved conditioning Plan eligibility or enrollment, or payment of Plan benefits, or provision of treatment on whether an Individual waives his or her rights under the Privacy Rules. The Privacy Official has reviewed, and will continue to review, the various enrollment and claim forms used under the Plan to ensure that they do not include statements that appear to make Plan eligibility or enrollment, or payment of Plan benefits, or provision of treatment, on whether and Individual waives his or her rights under the Privacy Rules.

Complaints Regarding Privacy Practices

The Privacy Rules require the Plan to allow Individuals to file complaints with the Plan. While the Plan must have a process for receiving and documenting complaints and must designate a contact person or office to be responsible for receiving complaints regarding the Plan's privacy practices, the Privacy Rules do not require any response to complaints. The Plan must document any complaints and their disposition, if any, and retain these records for six years. The Privacy Rules prohibit the Plan from threatening, intimidating or retaliating against any individual who files a complaint. The Privacy Rules require the Plan's notice of privacy practices to clearly explain

how an Individual may file a complaint with the Plan and that the Plan will not retaliate against any Individual who files a complaint.

<i>Plan Policies for Complaints Regarding Privacy Practices</i>	<i>Plan Procedures for Complaints Regarding Privacy Practices</i>
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It is the policy of the Plan to maintain a process for receiving written complaints from Individuals regarding the Plan's privacy procedures and practices in accordance with the Privacy Rules and to document any complaints it receives pursuant to that process as required by the Privacy Rules.	An Individual may lodge a complaint about the Plan's privacy procedures and practices by submitting a description of that complaint in writing to the Plan Contact at the following address or fax number: Employee Health Plan Administrator 1100 Mass. St. Unit 204 Lawrence, KS 66044 Fax: 785-832-5320 The Plan Contact may create a form for complaints, and may require Individuals to use that form for their written complaints. In that event, the Plan Contact will make that form available upon request. An Individual's complaint will be considered made when the written complaint or form is received by the Plan Contact. Promptly after receiving a written complaint, the Plan Contact will: • Document that complaint was received by noting on it the date of receipt and placing a copy of the complaint into the Plan's records in accordance with the Plan's Policies and Procedures for Maintaining Documentation. • Review the complaint, investigate the substance of the complaint to determine whether the complaint is accurate, and document that investigation. • In accordance with the Plan's Policies and Procedures for Mitigating Adverse Effects, the Plan Contact will promptly report to the Privacy Official each complaint that appears to involve a Violation, as defined in those policies and procedures, or that involves harmful effects that the Plan could practicably mitigate. • The Privacy Official will determine whether mitigation is the appropriate resolution of such reported complaints in accordance with the Plan's Policies and Procedures for Mitigating Adverse Effects. • For complaints that are not reported to the Privacy Official for potential mitigation, and for complaints with respect to which the Privacy Official determines that mitigation is not the appropriate resolution, the Plan Contact will determine whether another resolution is appropriate. Such resolutions might include: ◦ Discussing the complaint with the Individual who filed it to explain the application of the Plan's policies and procedures to the situation that was the subject of the complaint. ◦ Recommending to the Privacy Official a change in the Plan's policies and procedures or the Plan's terms to ameliorate future situations similar to the situation that was the subject of the complaint. • The Plan Contact will determine whether it is appropriate to contact the Individual filing the complaint to advise of the resolution of that complaint. • Upon resolution of the complaint all work product in connection with the complaint, including recommended resolutions shall be
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<i>Plan Policies for Complaints Regarding Privacy Practices</i>	<i>Plan Procedures for Complaints Regarding Privacy Practices</i>
	documented and retained in the Plan's records in accordance with the Plan's Policies and Procedures for Maintaining Documentation.
It is the policy of the Plan to describe Individuals' rights to file complaints with the Plan or with the Secretary in the Plan's notice of privacy practices.	The Privacy Official has ensured that the Plan's notice of privacy practices states that Individuals may file a complaint regarding the Plan's privacy practices with either the Plan or the Secretary and that the Plan will not retaliate against any Individual who files such a complaint. The Privacy Official has ensured that the Plan's notice of privacy practices describes the procedure for making complaints to the Plan and explains that such complaints must be made in writing.

Notice of Privacy Practices

The Privacy Rules require the Plan to give an individual adequate notice of the uses and disclosures of PHI that may be made by the Plan, and of the individual's rights, and Plan's legal duties, with respect to PHI. A covered entity must document its compliance with the notice requirements. The Privacy Rule requires revisions to the notice of privacy practices whenever there is a material change to the uses or disclosures, the individual's rights, the covered entity's legal duties, or other privacy practices stated in the notice. If a change in the law materially affects the content of the notice, the covered entity must promptly make the appropriate revisions to the notice. Except when required by law, a material change to any term of the notice may not be implemented prior to the

effective date of the notice in which such material change is reflected. The Privacy Rules require the Plan to distribute the notice of privacy practices to Plan participants.

<i>Plan Policies for Notice of Privacy Practices</i>	<i>Plan Procedures for Notice of Privacy Practices</i>
It is the policy of the Plan to maintain a notice of the Plan's privacy practices that meets the requirements of Section 164.520 of the Privacy Rules and includes notice that: • The Employer will receive PHI in connection with Plan Administration Functions. • The Plan may contact an Individual to provide information about treatment alternatives or other health-related benefits and services that may be of interest to the Individual. • The Plan may make changes to its policies and procedures effective for PHI that it created or received prior to the effective date of the change.	The Plan Contact has created and continues to maintain a notice of the Plan's privacy practices that meets the requirements of these Policies and Procedures for Notice of Privacy Practices. In the case of any insured benefits provided under the Plan, if the insurer's notice of privacy practices with respect to such insured benefits adequately explains the Plan's privacy practices with respect to those benefits, the Plan Contact has not prepared or maintained a notice of privacy practices with respect to those benefits.
It is the policy of the Plan to promptly revise the Plan's notice of privacy practices as required by the Privacy Rules, making such changes effective as of whatever date the Plan Contact specifies for such a change, and, in appropriate cases, making such a change effective for PHI that the Plan created or received before the effective date of the change.	The Plan Contact will promptly revise the Plan's notice(s) of privacy practices whenever the terms of a notice of privacy practices are affected by a material change to the Plan's uses or disclosures of PHI, Individuals' rights or the Plan's legal duties under the Privacy Rules, or other privacy practices stated in the notice of privacy practices. Revisions to the Plan's notice(s) of privacy practices will be made promptly whenever necessitated by a change in the law. Except when required by law, the Plan Contact may not implement a material change to any term of the notice of privacy practices prior to the effective date of the notice in which such material change is reflected. The effective date of the Plan's notice of privacy practices will be no earlier than the date that the notice of privacy practices is finalized in writing, ready for distribution.

<i>Plan Policies for Notice of Privacy Practices</i>	<i>Plan Procedures for Notice of Privacy Practices</i>
It is the policy of the Plan to distribute the Plan's notice of privacy practices and any revisions of it, as required by Section 164.520 of the Privacy Rules.	The Plan Contact has distributed of the Plan's notice(s) of privacy practices, and any revisions to such notice(s) of privacy practices: • To all Plan participants then covered by the Plan April 14, 2003 • At the time of enrollment, to new Plan participants. • Within 60 days of the effective date of a material revision to the notice, to participants then covered by the Plan. At least once every three years, the Plan Contact will arrange for distribution of a notice to all Plan participants then covered by the Plan, advising of the availability of the Plan's notice of privacy practices and how to obtain the notice. Distribution of both the notice of privacy practices and the triennial notice of its availability, may be made to Plan participants only, and not their dependents. The Plan Contact shall treat as Plan participants enrolled employees and retirees, Individuals receiving coverage pursuant to qualified medical child support orders, and COBRA qualified beneficiaries. In the case of any insured benefits provided under the Plan, the insurer will be responsible for distribution of the notice of privacy practices and the triennial notice and the Plan Contact will have no responsibility for doing so. The Plan Contact may distribute the Plan's notice(s) of privacy practices and the triennial notice of its availability by: • In-hand delivery to participants. • First class mail to participants. • Second or third class mail, but only if return and forwarding postage is guaranteed and address correction is requested. If a participant has agreed in writing to receive the notice of privacy practices or the triennial notice electronically, and such agreement has not been withdrawn, the Plan Contact may e-mail such notices to such participants. If the Plan knows that the e-mail transmission has failed, however, a paper copy of the notice must be provided to the participant as specified above. In any event, if an Individual receiving a notice electronically requests a paper copy of the notice from the Plan, the Plan must also provide that Individual with a paper copy.

<i>Plan Policies for Notice of Privacy Practices</i>	<i>Plan Procedures for Notice of Privacy Practices</i>
It is the policy of the Plan to make the Plan's notice of privacy practices, as in effect from time to time, available to anyone who requests it.	The Plan Contact shall provide a paper copy of the Plan's notice(s) of privacy practices to anyone who requests it. If the Plan maintains a web site that provides information about the Plan's customer services or benefits, the Plan Contact will ensure that the Plan's notices of privacy practices (or the notice relevant to the benefits described on that web site) is prominently posted on the web site and will ensure that the notice is available electronically through the web site.
It is the policy of the Plan to maintain documentation regarding the Plan's notice(s) of privacy practices and the triennial notice, and the distribution and availability of each as required by the Privacy Rules.	The Plan Contact has retained copies of the Plan's notice(s) of privacy practices, any revisions to the Plan's notice(s) of privacy practices, and the Plan's triennial notice, as well as records showing the recipients of such notices, the date(s) when sent and the means of distribution, all in the manner set forth in the Plan's Policies and Procedures on Retaining Documentation.
It is the policy of the Plan to comply with terms of the Plan's notice of privacy practices.	Each Designated Employee, upon becoming a Designated Employee, has been provided a copy of the Plan's notice(s) of privacy practices. The Privacy Official is responsible for ensuring that each Designated Employee is made aware of the terms of the Plan's notice(s) of privacy practices and the Plan's obligations to comply with the terms of the notice(s) of privacy practices, in accordance with the Plan's Policies and Procedures for Training Workforce Members. Each Designated Employee is required to sign and return to the Privacy Official a receipt indicating that he or she has received and read the Plan's notice of privacy practices. The Privacy Official has retained such receipts in accordance with the Plan's Policies and Procedures on Retaining Documentation. If a Designated Employee becomes aware of a situation in which it appears that the Plan may be acting inconsistently with its notice(s) of privacy practices, that Designated Employee will alert the Privacy Official of that situation. As provided in the Plan's Policies and Procedures for Complaints Concerning Privacy Practices, the Plan Contact will investigate and resolve any complaints regarding the Plan's notice of privacy practices. In reviewing complaints, if it appears to the Plan Contact that a complaint results from the Plan acting in a way that the complainant believes is inconsistent with the Plan's notice of privacy practices, the Privacy Contact will alert the Privacy Official. The Privacy Official will investigate the matter to determine whether the Plan has, in fact, acted inconsistently with its notice of privacy practices. In the event that the Privacy Official determines that such an inconsistency has occurred, the Privacy Official will treat the matter as a Violation. In addition, the Privacy Official will determine whether to change the terms of the Plan's notice of privacy practices to more accurately reflect the Plan's operations.

Accepting And Requesting Authorizations

The Privacy Rules require the Plan to obtain authorizations for all uses and disclosures of PHI that are not specifically identified as permissible uses and disclosures in the Privacy Rules. The Plan may use or disclose PHI for any purpose if a valid authorization is provided by the Individual that is the subject of the PHI. To be valid, an authorization must meet a number of requirements specified in the Privacy Rules. In some cases, an authorization is required for uses and disclosures that otherwise fit within the uses and disclosures permitted by the Privacy Rules, but are treated as special situations. When using or disclosing PHI pursuant to an authorization, the Plan is allowed to use or disclose only specified PHI, consistent with the terms and conditions

set in the authorization. The Plan is not required to use or disclose any PHI pursuant to an individual's authorization.

<i>Plan Policies for Accepting and Requesting Authorizations</i>	<i>Plan Procedures for Accepting and Requesting Authorizations</i>
It is the policy of the Plan to require the Employer or a Designated Employee to receive or obtain an Authorization before Using or Disclosing PHI in any situation in which, under the Privacy Rules, the Plan or the Employer is not permitted to make such Use or Disclosure without prior authorization.	The Privacy Official maintains a form of authorization that includes the provisions required by the Privacy Rules for a valid authorization and that will qualify as an Authorization if completed and executed properly. For any Use and Disclosure that, under the Plan's Policies and Procedures for Using and Disclosing PHI for Permissible Purposes, a Designated Employee reports to the Privacy Official because it may not be for a Plan Administration Function or required by law, the Privacy Official will determine that such Use or Disclosure either is allowed to be made by the Employer under the Privacy Rules, or requires an Authorization from the Individual that is the subject of the PHI to be Used or Disclosed. In making such determination the Privacy Official shall not require Authorization for Uses and Disclosures of PHI made for Plan Administration Functions or as required by law, so long as such Uses and Disclosures otherwise comply with the Plan's policies and procedures, including the Plan's Policies and Procedures on Verifying Identity and Authority, Policies and Procedures on Complying with Minimum Necessary Standard, Policies and Procedures for Notice of Privacy Practices, Policies and Procedures for Responding to Requests for Restrictions and Policies and Procedures for Responding to Requests for Confidential Communications. The Privacy Official shall require Authorization for any Use or Disclosure of PHI by the Employer or a Designated Employee for Prohibited Purposes and for any Use or Disclosure of Psychotherapy Notes. The Privacy Official will determine whether an Authorization is required on a case-by-case basis with respect to any Use or Disclosure by the Employer or a Designated Employee for any other purpose, or in any other situation.

It is the policy of the Plan to use or Disclose PHI pursuant to an authorization received by the Plan only after determining that such authorization qualifies as an Authorization.	For an Individual or any third party to request the Plan to make a Use or Disclosure of the Individual's PHI pursuant to an authorization, it must be submitted to the Plan Contact for consideration. If the authorization relates to PHI that is in the possession of a TPA, the Plan Contact will forward the authorization to the appropriate TPA, which will determine whether to release PHI pursuant to that authorization. If the authorization relates to PHI that is in the possession of the Employer, the Plan Contact will make a determination whether to release PHI pursuant to that authorization, as described below. When the Employer or a Designated Employee is requested to make, or determines that it should make, a Use or Disclosure of an Individual's PHI that is not permitted without an authorization under the Privacy Rules, a Designated Employee will: • Provide the Individual that is the subject of that PHI, or that Individual's personal representative, with the Plan's form of authorization, and request the Individual or personal representative to complete and sign that form. • If the Plan seeks such an authorization, the Plan will provide the Individual whose PHI is the subject of the authorization with a copy of the signed authorization. • Upon receiving any authorization form, determine whether the person signing the authorization can validly do so using the procedures set out in the Plan's Policies and Procedures for Verifying Identity and Authority (that is, determine whether the signer is either the Individual whose PHI is the subject of the authorization or that Individual's personal representative). • Determine whether the authorization is valid. An authorization is valid if it: ◦ Is written in plain language. ◦ Describes the PHI to be used or disclosed in a specific and meaningful fashion. ◦ Gives the name or other specific identification of the person(s), or class of persons, authorized to Use or Disclose the PHI. ◦ Gives the name or other specific identification of the person(s), or class of persons, authorized to receive or Use the PHI. ◦ States the purpose(s) for the requested Use or Disclosure or states that the Use or Disclosure is "at the request of the Individual." ◦ Gives an expiration date or expiration event that relates to the Individual that is the subject of the PHI or the purpose of the authorized Use or Disclosure, and that date or event is not known to have occurred. ◦ States that the Individual that is the subject of the PHI has the right to revoke the authorization, describes how the Individual may revoke the authorization, the exceptions to the Individual's right to revoke the authorization or a reference to the Plan's notice of privacy practices, and no revocation is known to have occurred.
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<i>Plan Policies for Accepting and Requesting Authorizations</i>	<i>Plan Procedures for Accepting and Requesting Authorizations</i>
	◦ States that PHI Used or Disclosed pursuant to the authorization may be subject to re-disclosure by the recipient and no longer be protected by HIPAA. ◦ Is dated and properly signed by the Individual that is the subject of the PHI or that Individual's personal representative as verified in the previous step (in which case the authorization includes a statement of the personal representative's authority to act for the Individual). ◦ States that eligibility, enrollment, payment or treatment is not conditional on the Individual giving the authorization, or describes any such conditioning and the Privacy Official determines that such conditioning is permitted under the Privacy Rules. ◦ Is not combined with any other document, or is combined and the Privacy Official determines that such combining is permitted under the Privacy Rules. ◦ If the authorization is for Marketing purposes, a statement of any direct or indirect remuneration from a third party that is involved. ◦ Is not known to contain material information that is false. Uses or Disclosures that require an authorization will be made by the Employer or a Designated Employee only after a determination has been made and documented that the Plan has a valid authorization that meets the foregoing requirements. An authorization that meets all of the foregoing requirements is referred to in these Policies and Procedures for Accepting and Requesting Authorizations as an "Authorization." Any Designated Employee making a Use or Disclosure of PHI pursuant to an Authorization will make and document a determination that each such Use or Disclosure is consistent with such Authorization.
It is the policy of the Plan to use its discretion to refuse to make Uses or Disclosures for which the Plan has received Authorization.	The Privacy Official, the Plan Contact or any Business Associate may refuse to make a Use or Disclosure for which the Plan has received Authorization if any of them determines, in their respective discretion, not to do so.
It is the policy of the Plan to allow Individuals to revoke authorizations previously provided under which the Plan may Use or Disclose PHI, except to the extent that the Privacy Rules allow such authorizations to be irrevocable.	If an Individual (or personal representative) who has signed an authorization for the Plan to Use or Disclose that Individual's PHI requests revocation of that authorization by providing written notice of revocation to the Plan Contact, the revocation will be effective upon receipt by the Plan Contact. Promptly after receiving such revocation, the Plan Contact will notify the Employer, Designated Employees, Business Associates and others who may be relying on that authorization of the revocation. To the extent that the Plan has taken action in reliance on such authorization prior to receipt by the Plan Contact, however, the authorization cannot be revoked. An authorization also is irrevocable if it was obtained prior to enrollment as a condition of enrollment for purposes of establishing eligibility, and applicable law allows for the insurer to contest coverage.

<i>Plan Policies for Accepting and Requesting Authorizations</i>	<i>Plan Procedures for Accepting and Requesting Authorizations</i>
It is the policy of the Plan to request authorizations from Individuals only as permitted by the Privacy Rules.	The Plan may request an authorization in any other situation in which it deems in its discretion that an Individual's authorization is necessary or appropriate. In all cases, when the Plan requests an authorization, it will provide the Individual with the Plan's form of authorization, and will advise the Individual being requested to provide the authorization that the authorization is voluntary, or the extent to which Plan eligibility, enrollment or payment of benefits is conditional on the Individual's execution of the authorization. Except for authorizations needed for underwriting or eligibility determinations, authorizations requested by the Plan will be voluntary.
It is the policy of the Plan to retain documentation of authorizations and revocations as required by the Privacy Rules.	The Plan Contact and each Designated Employee that receives an authorization, whether or not valid, will retain that authorization in the Plan's records in accordance with the Plan's Policies and Procedures on Retaining Documentation. The Plan Contact or Designated Employee receiving an authorization also will document and retain documentation of the determinations made with respect to validity of any authorization and any PHI released pursuant to it. The Plan Contact will retain any revocation of an authorization that the Plan Contact receives in accordance with the Plan's Policies and Procedures on Retaining Documentation, as well as any notification that the Plan Contact sent to others in connection with that revocation.
It is the policy of the Plan to prohibit Business Associates from Using or Disclosing PHI in any manner that would violate the Privacy Rules if done without an authorization unless the Business Associate first obtains an authorization that meets the requirements of the Privacy Rules and gives permission for the Use or Disclosure the Business Associate intends to make from each Individual whose PHI is to be so Used or Disclosed.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan prohibits the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.

Retaining Documentation

In general, the Privacy Rules require the Plan to document its policies and procedures as in effect from time to time, as well as certain other items (such as authorizations received by the Plan, requests for access to or amendments of PHI, requests for accounting of disclosures of PHI, and complaints). The Privacy Rules require the Plan to retain such documentation for at least six years.

<i>Plan Policies for Retaining Documentation</i>	<i>Plan Procedures for Retaining Documentation</i>
It is the policy of the Plan to create and maintain documentation of the Plan's policies and procedures and any changes to those policies and procedures to the extent required by the Privacy Rules.	The Privacy Official has adopted written policies and procedures, and changes to same, and will continue to maintain the originals of all the Plan's policies and procedures and revised policies and procedures in his or her office or other secure location, all in accordance with the Plan's Policies and Procedures for Maintaining Written Policies and Procedures. The Privacy Official will retain each such document of the Plan's policies and procedures for at least six years after the policies and procedures described in that document cease to be effective.
It is the policy of the Plan to, in accordance with the Privacy Rules, maintain documentation created pursuant to the Plan's policies and procedures, or otherwise created or maintained by the Plan in connection with the Privacy Rules.	The Privacy Official has created one or more secure databases for electronic records, and/or one or more secure locations for records maintained on paper, microfilm, disks, or other physical records. The Privacy Official has created a system of files and records in such database(s) and location(s) for all Plan Documentation, and has ensured that all such Plan Documentation is retained for at least six years from the later of the date of publication or the date last in effect. The Privacy Official has create a records review process for Plan Documentation allowing for removal and secure destruction of Plan Documentation once it is no longer required to be maintained.
It is the policy of the Plan to require TPA Business Associates to maintain documentation of their actions taken on behalf of the Plan, as well as their policies and procedures affecting the Plan, and all other matters relating to the Plan as if the Business Associate were the Plan itself and had the same responsibilities under the Privacy Rules.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its TPA Business Associates, the Plan requires the TPA to create and maintain documentation and records to the same extent and in compliance with the same requirements that would apply if it were the Plan, and to provide such documentation and records to the Plan promptly upon request.

Using and Disclosing PHI for Permissible Purposes

The Privacy Rules prohibit the Plan from Using or Disclosing PHI for any purpose that is not specified under the Privacy Rules unless the Plan obtains the Individual's Authorization for that other Use or Disclosure. Permissible purposes for Use and Disclosure of PHI consist primarily of Treatment, Payment, and Health Operations. Numerous other purposes for Use or Disclosure of PHI are provided in the Privacy Rules, but most are seldom purposes for which health plans would Use or Disclose PHI. In addition to Using and Disclosing PHI only for

permissible purposes, the Plan is required to meet a number of additional limitations on Uses and Disclosures, as detailed in its various policies and procedures:

- Limits on the circumstances under which and purposes for which PHI may be disclosed to the Employer (see the Plan's Policies and Procedures for Disclosing PHI to Plan Sponsor).
- Limits on the circumstances under which PHI may be disclosed to service providers (see the Plan's Policies and Procedures for Identifying Business Associates and the Plan's Policies and Procedures for Retaining Business Associates).
- Limits on using PHI for marketing, fundraising and research purposes (see the Plan's Policies and Procedures for Marketing, Fundraising and Research).
- Limits on Use and Disclosure of psychotherapy notes (see the Plan's Policies and Procedures for Using and Disclosing Psychotherapy Notes).
- Limiting Uses and Disclosures to those described in the Plan's notice of privacy practices (see the Plan's Policies and Procedures for Preparing and Distributing Notices of Privacy Practices).
- Limiting PHI Used or Disclosed in most situations to the information reasonably necessary for the purpose of the Use or Disclosure (see the Plan's Policies and Procedures for Using, Disclosing, and Requesting Minimum Necessary PHI).
- Limits on Disclosing PHI without verifying the identity and authority of the recipient (see the Plan's Policies and Procedures for Verifying Identity and Authority).
- Limits on the PHI the Plan may Use or Disclose and the means by which the Plan may communicate PHI to and Individual (see the Plan's Policies and Procedures for Responding to Requests for Restrictions and the Plan's Policies and Procedures for Responding to Requests for Confidential Communications).

<i>Plan Policies for Using and Disclosing PHI for Permissible Purposes</i>	<i>Plan Procedures for Using and Disclosing PHI for Permissible Purposes</i>
It is the policy of the Plan to allow Designated Employees to Use and Disclose PHI only for purposes for which the Privacy Rules allow the Employer to make such Use or Disclosure without obtaining an Authorization or in accordance with an Authorization.	Designated Employees may Use and Disclose PHI only to perform Plan Administration Functions, as required by law, or in accordance with an Authorization. With respect to each Use or Disclosure that a Designated Employee makes of PHI, the Designated Employee shall determine whether that Use or Disclosure is made for a Plan Administration Function or required by law. In the event that a Designated Employee is not certain whether a particular Use or Disclosure is made for a Plan Administration Function or required by law, the Designated Employee will bring that Use or Disclosure to the attention of the Privacy Official, who will make a determination.
It is the policy of the Plan to allow Business Associates to Use and Disclose PHI only for purposes for which the Plan is allowed under the Privacy Rules to Use and Disclose PHI without obtaining an Authorization or in accordance with an Authorization.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan prohibits the Business Associate from using or disclosing PHI that the Business Associate receives or creates in connection with the Plan in any manner that would violate the Privacy Rules if the Plan did so.

Tracking Accountable Disclosures

The Privacy Rules require the Plan to document and retain certain information regarding disclosures that the Plan makes that are subject to the Privacy Rules' requirement to provide Individuals with an accounting of certain disclosures of their PHI.

<i>Plan Policies for Tracking Accountable Disclosures</i>	<i>Plan Procedures for Tracking Accountable Disclosures</i>
It is the policy of the Plan to document and keep track of Accountable Disclosures made by the Designated Employees.	Whenever a Designated Employee makes a Disclosure of PHI, the Designated Employee shall determine whether it constitutes an Accountable Disclosure. Each Designated Employee shall treat each of the following Disclosures of PHI as an Accountable Disclosure: • Required by law. • As authorized or required under workers compensation laws. • Reporting a crime on the health plan's premises to law enforcement authorities. • Government health oversight activities. • Judicial and administrative proceedings. • Assisting law enforcement officials. • Made in violation of the Privacy Rules. • To a funeral home or medical examiner regarding a decedent. • Cadaveric organ, eye or tissue donation. • Research. • To avert a serious threat to health or safety. • For certain specialized government functions. With respect to each Accountable Disclosure, a Designated Employee shall record the following information: • The date of disclosure. • The name and, if known, the address, of the entity or person to whom the information was disclosed. • A brief description of the PHI disclosed. • A brief statement of the purpose of the disclosure (which may be a copy of the written request pursuant to which the disclosure was made). The Designated Employee shall submit that record for retention by the Plan in accordance with the Plan's Policies and Procedures on Retaining Documentation.

<i>Plan Policies for Tracking Accountable Disclosures</i>	<i>Plan Procedures for Tracking Accountable Disclosures</i>
It is the policy of the Plan to require Business Associates to document and keep track of Accountable Disclosures.	In accordance with the Plan's Policies and Procedures for Retaining Business Associates, in each of its contracts with its Business Associates, the Plan requires the Business Associate to document Disclosures of PHI and information related to such Disclosures as the Plan would be required to document in order to respond to a request by an Individual for an accounting of Disclosures in accordance with 45 CFR 164.528.

Complying With Minimum Necessary Standard

The Privacy Rules generally require the Plan, when using or disclosing PHI, or when requesting PHI from a covered entity, to make reasonable efforts to limit the PHI used, disclosed or requested to the minimum reasonably necessary to accomplish the intended purpose of the use, disclosure, or request.

<i>Plan Policies for Complying with Minimum Necessary Standard</i>	<i>Plan Procedures for Complying with Minimum Necessary Standard</i>
It is the policy of the Plan that no members of the Employer's workforce other than the Designated Employees shall have access to or may use PHI.	If changes occur in the identification of Designated Employees, the Privacy Official shall confirm the addition/replacement/revocation change(s) in writing within a reasonable time and shall designate replacements, notifying all Designated Employees of the change(s) within a reasonable time after making such changes. Designated Employees may have access to and use PHI solely to carry out Plan Administration Functions and as required by law. Designated Employees shall not permit any member of the Employer's workforce other than another Designated Employee to have access to or to use PHI and shall not obtain access on behalf of such workforce members. Before enabling another Designated Employee to have access to or use PHI, a Designated Employee shall verify that such access or use is solely for Plan Administration Functions or as required by law. Designated Employees whose job duties include functions other than Plan Administration Functions, may have access to and use PHI only when acting in their capacity as Designated Employees.
It is the policy of the Plan that designated Employees may not have access to or use any PHI that is not reasonably necessary to carry out Plan Administration Functions assigned to them, except with respect to Exempted Uses and Disclosures.	For each Plan Administration Function carried out by the Employer, the Privacy Official will determine: • Which Designated Employee(s) perform that function. • What PHI is needed to perform that function. • Any conditions that should be met before the Designated Employee(s) may access that PHI for that function. Based on the Privacy Official's determinations, each Designated Employee will be assigned a defined set of PHI to which that Designated Employee may have access, and, if applicable, a set of conditions under which the Designated Employee may use all or part of that defined set of PHI. The set of information may be limited by type of PHI (e.g., enrollment information, claims information, aggregated claims information), dates for PHI (e.g., claims filed in the past year, claims relating to particular dates of service), persons to whom the PHI relates (e.g., persons enrolled for PPO benefits, persons enrolled through a particular operating division of the Employer). In no event shall any Designated Employee use any of the PHI to which he or she has access for any purpose other than carrying out the Plan Administration Functions assigned to him or her or as required by law.
It is the policy of the Plan that Business Associates are required to implement policies and procedures for using, disclosing and requesting PHI similar to those set out in these Policies and Procedures for Complying with Minimum Necessary Standard.	Business Associates may have access to and use PHI only in accordance with the terms of the Business Associate agreements they enter into with respect to the Plan in accordance with the Plan's Policies and Procedures for Retaining Business Associates. The Privacy Official has ensured that each such Business Associate agreement includes a requirement that any use or disclosure of PHI made by the Business Associate would not violate the Privacy Rules if done by Plan or violate the minimum necessary policies and procedures of the Plan.

<i>Plan Policies for Complying with Minimum Necessary Standard</i>	<i>Plan Procedures for Complying with Minimum Necessary Standard</i>
It is the policy of the Plan to adopt and implement procedures, with respect to the Plan Administration Functions carried out by the Employer, specifying the Plan PHI that may be disclosed in routine and recurring situations, except with respect to Exempted Uses and Disclosures.	If PHI is requested from the Employer or the Plan by another covered entity (in general, a health care provider, a health plan, or a health care clearinghouse) or a business associate of another covered entity, a Designated Employee may rely on a representation by that covered entity or business associate that the PHI requested meets the minimum necessary standard. Each time a Designated Employee receives such a request, the Designated Employee will obtain a representation from the requester, and document that representation and the identity of the requester, that the request is made for a covered entity and that the PHI requested is the minimum necessary for the purpose of the request. A Designated Employee may disclose such PHI as is requested from the Plan by another covered entity. Routine and recurring requests for PHI involve IRS reporting requirements (1095), employment drug testing, wellness initiatives including but not limited to biometrics, billing inquiries by insured, Plan Administrative functions by Designated Employee (Personnel Specialist) or (Management information Analyst) or Plan Administrator.
It is the policy of the Plan to adopt and implement procedures, with respect to the Plan Administration Functions carried out by the Employer, specifying the PHI that may be requested from covered entities in routine and recurring situations, except with respect to Exempted Uses and Disclosures.	Requests for an Individual's entire medical record from a covered entity are not considered routine and recurring requests. Each such request must be evaluated by the Privacy Official on a case-by-case basis.
It is the policy of the Plan to adopt and implement procedures, with respect to the Plan Administration Functions carried out by the Employer, requiring that all disclosures of PHI, and all requests to covered entities for PHI, for which the Plan does not have a procedure specifying the items of PHI that may be disclosed or requested, be reviewed by the Privacy Official on an individual basis, to determine the PHI that is reasonably necessary to accomplish the purpose of the request or disclosure, except with respect to Exempted Uses and Disclosures.	Whenever a Designated Employee identifies a need to request health information from another covered entity in order to carry out his or her assigned Plan Administration Functions, he or she will first determine if the request is routine and the minimum necessary information previously identified. If not, the Designated Employee will ask the Privacy Official to review the proposed request and the purpose of the request to determine whether it meets the minimum necessary standard. In reviewing such requests, the Privacy Official will determine the information reasonably necessary for the purpose of the request by determining how each item of information to be requested contributes to accomplishing the purpose of the request and verifying that the purpose of the request is a Plan Administration Function or required by law. Whenever a Designated Employee identifies a need, or receives a request, to disclose PHI, he or she will verify the purpose of the disclosure as relating to a Plan Administration Function or required by law and will determine if the disclosure is routine and the minimum necessary information previously identified. If not, the Designated Employee will ask the Privacy Official to review the proposed disclosure and the purpose of the disclosure to determine whether it meets the minimum necessary standard. In reviewing such disclosures, the Privacy Official will determine the information reasonably necessary for the purpose of the disclosure by determining how each item of information to be disclosed contributes to accomplishing the purpose of the disclosure and verifying that the purpose of the disclosure is a Plan Administration Function or required by law.

Breach of Unsecured PHI

HITECH generally requires the Plan, upon discovery of a breach of unsecured PHI to take certain steps to notify affected individuals, HHS and in certain circumstances the media. The Privacy Regulations are incorporated herein by reference. Unless defined otherwise herein, all capitalized terms herein have the definition given to them by the Privacy Regulations.

PHI will be considered "Unsecured" if it is not rendered unusable, unreadable or indecipherable to unauthorized Individuals through use of a technology or methodology specified in guidance issued by the Department of Health and Human Services ("HHS"). Currently, methods to secure PHI include "encryption" and "destruction," as defined in HHS guidance.

<i>Plan Policies for Breach of Unsecured PHI</i>	<i>Plan Procedures for Complying with Breach of Unsecured PHI</i>
It is the policy of the Plan to comply with all requirements under the Privacy Regulations following discovery of a Breach of Unsecured PHI.	The Plan will consider a Breach "discovered" as of the first day on which the Breach became known to the Plan or, by exercising reasonable diligence, would have been known to the Plan. The Plan will be deemed to have knowledge of a Breach when the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member (<i>i.e.</i>, employee, volunteer, trainee or other person who, in the performance of work for the Plan, is under the direct control of the Plan) or agent of the Plan.
Upon discovery of a potential breach, it is the policy of the Plan to presume that an acquisition, access, use, or disclosure of PHI in violation of the privacy rule is a breach and investigate to determine if the PHI has been compromised.	The Plan will presume that an acquisition, access, use, or disclosure of PHI in violation of the privacy rule is a breach. The Plan will follow the procedure outlined below upon Discovery of any potential Breach of Unsecured PHI to determine if the Plan can overcome the presumption of breach. The Plan will engage in a risk assessment comprised of the following factors in order to determine if there is a low probability that the PHI has been compromised: • The nature and extent of the PHI including how identifiable the PHI is; • The unauthorized person who used or obtained the PHI; • Whether the PHI was actually acquired or viewed; • The extent to which the risk has been mitigated. • The Plan will investigate whether the potential Breach falls within one of the exceptions under the Privacy Regulations. Specifically, if a potential Breach arises in any of the following instances, then it is not considered a Breach: 1. <u>Unintentional Acquisition</u>. Any unintentional acquisition, access or use of PHI by a workforce member or agent of the Plan or a Business Associate will not be considered a Breach if the acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Regulations. 2. <u>Inadvertent Disclosure</u>. Any inadvertent disclosure by a person who is authorized to access PHI at the Plan or a Business Associate to another person authorized to access PHI at the Plan or the same Business Associate or Organized Health Care Arrangement in which the Plan participates will not be considered a Breach if the

<i>Plan Policies for Breach of Unsecured PHI</i>	<i>Plan Procedures for Complying with Breach of Unsecured PHI</i>
	information received as a result of the disclosure is not further used or disclosed in a manner not permitted under the Privacy Regulations. 3. <u>No Ability to Retain.</u> A disclosure of PHI will not be considered a Breach if the Plan or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information. If the Plan determines that a potential Breach satisfies the requirements for an exception, then a Breach did not occur.
It is the policy of the Plan that if following an investigation, the Plan determines that a potential Breach (i) is an impermissible use or disclosure of PHI under the Privacy Regulations; (ii) "compromises" the security or privacy of the PHI pursuant to a risk assessment; and (iii) does not satisfy an exception, the Plan will follow the outlined procedures.	The Plan will provide notice to any Individual affected by a Breach in accordance with the Privacy Regulations. • The Plan will provide notice to any Individual affected by the Breach without unreasonable delay, but in no case later than 60 days after Discovery of the Breach. The time period for providing notice will be tolled if a Law Enforcement Official states to the Plan that notice would impede a criminal investigation or cause damage to national security. If the statement is in writing and specifies a period, the notice period will be tolled for the specified period. If the statement is oral, the notice period will be tolled no longer than 30 days from the date of the statement. • The notice provided by the Plan will be written in plain language and contain the following information: 1. A brief description of what happened, including the date of Breach and the date of Discovery, if known. 2. A description of the types of Unsecured PHI involved in the breach (e.g., whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved). 3. Any steps Individuals should take to protect themselves from potential harm resulting from the breach. 4. A brief description of what the Plan is doing to investigate the breach, mitigate the harm to Individuals and protect against further Breaches; and 5. Contact procedures for Individuals to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, website or postal address. • The Plan will provide notice in the following form: 1. The Plan may provide notice by first-class mail to the affected Individuals at the last known address or, if an Individual agrees to electronic notice and the agreement has not been withdrawn, by electronic mail. The Plan may provide notice in one or more mailings as information becomes available. If the Plan knows an Individual is deceased and has the address of the next of kin or Personal

<i>Plan Policies for Breach of Unsecured PHI</i>	<i>Plan Procedures for Complying with Breach of Unsecured PHI</i>
	Representative, written notice by first-class mail may be sent to the next of kin or Personal Representative. 2. The Plan may provide a substitute form of notice if it has insufficient or out-of-date contact information. (i) If there is insufficient or out-of-date contact information for fewer than 10 Individuals, the Plan will provide substitute notice by an alternative form of written notice, telephone or other means. (ii) If there is insufficient or out-of-date contact information for 10 or more Individuals, the Plan will provide substitute notice in the form of either a conspicuous posting for 90 days on the home page of its website, or a conspicuous notice in a major print or broadcast media in geographic areas where the affected Individuals likely reside. The notice will include a toll-free number that remains active for at least 90 days where an Individual can learn whether his or her PHI was included in the Breach. Substitute notice is not required if there is insufficient or out-of-date contact information that precludes written notice to the next of kin or Personal Representative. 3. If the Plan determines that notice requires urgency because of potential imminent misuse of Unsecured PHI, then it may provide notice by telephone or other means, as appropriate, in addition to the written or substitute notice. 4. When a Breach of Unsecured PHI affects more than 500 Individuals in a given state or jurisdiction, the Plan will provide notice to prominent media outlet(s) serving the relevant state or jurisdiction in addition to the notice it provides to affected individuals. The notice will be in the form of a press release and will be provided without unreasonable delay, and in no case later than 60 days after Discovery of the Breach. The notice will include the same information required for notice to Individuals. 5. The Plan will provide notice to HHS of a Breach of Unsecured PHI as follows • <u>500 or More Individuals</u>. If a Breach involves 500 or more Individuals, the Plan will notify HHS at the same time notice is made to the Individuals. The notice will be provided in the manner specified on the HHS website. • <u>Less Than 500 Individuals</u>. For Breaches involving less than 500 Individuals, the Plan will maintain a log of such Breaches and submit the log to HHS annually. Breaches logged during a calendar year must be submitted no later than 60 days after the end of the calendar year. The log will be submitted in the manner specified on the HHS website.
It is the policy of the Plan to prepare and retain all	The Plan will maintain documentation of all risk assessments it conducts. Each risk assessment and supporting documentation will include the specific

<i>Plan Policies for Breach of Unsecured PHI</i>	<i>Plan Procedures for Complying with Breach of Unsecured PHI</i>
necessary documentation on Breaches of Unsecured PHI.	facts considered by the Plan in determining whether or not a Breach occurred. The Plan will maintain a log of Breaches occurring during each calendar year that involve less than 500 Individuals. The log will include a description of the impermissible use or disclosure, the date of the Breach, the date of Discovery and the number of Individuals affected, if known. The log will also include a description of the types of PHI involved, actions taken to notify Individuals, mitigate the Breach and prevent future Breaches, and any other information required by HHS. If the Plan receives an oral statement from a Law Enforcement Official that notice would impede a criminal investigation or cause damage to national security, the Plan will document the statement, including the identity of the Law Enforcement Official making the statement. The Plan will maintain sufficient evidence to document it sent required notices.
It is the policy of the Plan to comply with all administrative requirements under the Privacy Regulations.	The Plan will train all members of its workforce on the policies and procedures regarding PHI that are necessary and appropriate for the workforce members to carry out their job responsibilities. Training will include, for example, how to identify and report potential breaches to the Plan. The Plan will provide a procedure for Individuals to make complaints concerning its policies and procedures or its compliance with such policies and procedures, including complaints about the Plan's breach notification process. The Plan will apply appropriate sanctions against workforce members who fail to comply with its policies and procedures. The Plan will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any Individual for the exercise by the Individual of any right under the Privacy Regulations. The Plan will not require Individuals to waive their rights under the Privacy Regulations as a condition of the provision of Treatment, Payment, enrollment in a health plan, or eligibility for benefits.

Amendment to Douglas County Employee Benefit Trust (The “Plan”) Policies and Procedures for Compliance With HIPAA Privacy and Security Requirements

Introduction: It is the Plan’s policy to comply with applicable provisions of HIPAA. Pursuant to that policy, the Plan has adopted various policies and procedures with respect to PHI and e-PHI that are reasonably designed, taking into account the size of the Plan and its activities that relate to PHI and e-PHI, to ensure compliance with the Privacy Rules and Security Rules. The HITECH Act added breach notification requirements related to the Privacy Rules and Security Rules, which have been implemented through the Notification Rules. In addition to the breach notification requirements, the HITECH Act has or will impose additional requirements related to compliance with the Privacy Rules, Security Rules, and Notification Rules, with different effective dates applying to the various requirements. Similarly, the Genetic Information Nondiscrimination Act (GINA) requires issuance of rules that will affect how PHI may be Used and Disclosed pursuant to the Privacy Rules.

Pursuant to its policy of complying with applicable provisions of HIPAA, the Plan is adopting this Amendment to its Policies & Procedures to implement the requirements of the Notification Rules and to implement certain other changes.

In adopting this Amendment, no third party rights are intended to be created. In particular, neither the Policies & Procedures nor this Amendment creates any rights for Plan participants or their dependents. The Plan has the right to change its Policies & Procedures (including this Amendment) at any time without notice. Neither the Policies & Procedures nor this Amendment is intended to legally obligate the Plan or the Employer to meet any standard that is more stringent than those applicable to the Plan under the Privacy Rules, the Security Rules and the Notification Rules. Accordingly, neither the Policies & Procedures nor this Amendment is binding on the Plan or the Employer. The Privacy Official and the Security Official each has discretion to interpret the Policies & Procedures and this Amendment. Each also has discretion to determine how the Policies & Procedures and this Amendment apply in particular situations. In the event that any of the Policies & Procedures or this Amendment is ambiguous, or its application in a particular situation is unclear, the interpretation of the Privacy Official or the Security Official, as applicable, will govern and will be final.

Except as specifically revised by this Amendment, the Policies & Procedures remain in effect. Except as provided in Section 1 below, terms used in this Amendment with an initial capital letter have the meaning provided for them in the Policies & Procedures, as in effect on the day before this Amendment.

By the signature below of an individual authorized to act on behalf of the Plan, the following amendments to the Policies & Procedures are adopted.

1. The Policies & Procedures are amended so that, after adoption of this Amendment, the terms listed in this Section 1 are given the meaning set out below when such terms are used in the Policies & Procedures, unless the context clearly requires otherwise. To the extent that the Policies & Procedures included a definition for any of the following terms before this Amendment, starting with adoption of this Amendment and applying prospectively only, those previous definitions are superseded.

Breach means an acquisition, access, use or disclosure of PHI in an impermissible manner which compromises the security or privacy of the PHI.

Unsecured Protected Health Information means “unsecured protected health information” as defined in 45 CFR § 164.402, as the same may be revised or recodified from time to time.

HITECH Act means the Health Information Technology for Economic and Clinical Health Act.

Notification Rules means regulations regarding Notification in the Case of Breach of Unsecured Protected Health Information issued by the Department of Health and Human Services (DHHS) pursuant to the

HITECH Act, and found at 45 CFR Part 160 and Part 164, subparts A and D, as the same may be revised or recodified from time to time, and includes associated guidance issued by DHHS.

Policies & Procedures means the policies and procedures with respect to PHI and e-PHI that the Plan has adopted to ensure compliance with the Privacy Rules, Security Rules and Notification Rules, as the same are in effect at the relevant time.

2. The Policies & Procedures are amended to add the following paragraph:

It is the Plan's policy to comply with the requirements of the HITECH Act and the Notification Rules. The Plan will provide notification to affected individuals, HHS, and the media (when required) if the Plan or one of its Business Associates discovers a Breach of Unsecured PHI.

3. The Policies & Procedures are revised to the extent necessary so that required or prohibited activities are extended as needed to cover the Plan's obligations under the Notification Rules. The Policies & Procedures affected by the preceding sentence include, without limitation, those regarding:
 - Business Associates
 - Workforce training
 - Sanctioning of workforce members
 - Refraining from intimidating or retaliatory acts
 - Waivers of rights
 - Complaints regarding privacy practices
 - Maintaining written policies and procedures
 - Retaining documentation
4. The Policies & Procedures are revised effective February 17, 2010 to the extent necessary to reflect that the Plan will honor any request for restrictions on disclosure of PHI if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment) and the PHI pertains solely to a health care item or service for which the health care provider has been paid out of pocket in full.
5. The Policies & Procedures are revised effective February 17, 2010 to the extent necessary to reflect that the Plan's policy prohibiting use or disclosure of PHI by the Plan for purposes of Marketing, Fundraising or Research extends to any communication for which the Plan receives direct or indirect payment from an outside entity.
6. The Policies & Procedures are amended effective September 23, 2013 to add the following paragraphs:

The Plan will presume that an acquisition, access, use, or disclosure of PHI in violation of the privacy rule is a breach. The Plan will follow the procedure outlined below upon Discovery of any potential Breach of Unsecured PHI to determine if the Plan can overcome the presumption of breach. The Plan will engage in a risk assessment comprised of the following factors in order to determine if there is a low probability that the PHI has been compromised:

 - The nature and extent of the PHI including how identifiable the PHI is;
 - The unauthorized person who used or obtained the PHI;
 - Whether the PHI was actually acquired or viewed;
 - The extent to which the risk has been mitigated.
7. The Policies & Procedures are amended to add the following two paragraphs:

It is the Plan's policy to resolve any ambiguity in the Policies & Procedures (including any amendments) in a manner that (1) permits the Plan to comply with the applicable requirements of the Privacy Rules, the Security Rules and the Notification Rules; and (2) does not require the Plan or the Employer to meet any

standard that is more stringent than those applicable to the Plan under the Privacy Rules, the Security Rules and the Notification Rules.

Effective when compliance is required with any future final regulation relating to the Plan's obligations under the Privacy Rules, the Security Rules or the Notification Rules, the Policies & Procedures will be automatically amended so that the Plan remains in compliance with applicable requirements.

Print Name and Title

Signature

Form for Tracking Uses and Disclosures By Douglas County Employee Benefit Trust

PHI Received by Employer from Plan (List Types of Information)	Tasks Performed by Employer Using that Information	Permissible Purpose(s) for Disclosure to Employer (see Permissible Purpose(s))	Employee(s) who perform tasks for which they use this PHI for this Permissible Purpose
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	
		Yes (Indicate Purpose #: _____) No	

Permissible Purposes for Plan Disclosing PHI to Plan Sponsor and Plan Sponsor Using or Disclosing that PHI

Under the Privacy Rules, employer-sponsored health plan, or an insurer or HMO providing coverage under that plan, generally is not allowed to release protected health information (PHI) to the employer sponsoring the plan. If the plan meets the Privacy Rules' plan document and certification requirements, however, the plan can release PHI to the employer, but only for limited purposes. The list below sets out those purposes. Disclosures to the employer that sponsors a plan for other reasons require authorization of the individual that is the subject of the PHI to be released. Authorizations are required to meet several criteria under the Privacy Rule.

DOUGLAS COUNTY, KS POLICY AND PROCEDURE BREACH NOTIFICATION

PURPOSE:

The purpose of this policy is to ensure the Plan provides appropriate notification of any breach of unsecured protected health information (“**UPHI**”) in compliance with the HIPAA Privacy Rule.

POLICY STATEMENT:

Upon identification of a breach of UPHI pursuant to the policy procedure entitled “Breach Identification” (“**Breach**”), the Privacy Officer shall be responsible for providing notice to the appropriate person(s) in the form and manner required under the HIPAA Privacy Rule. The Privacy Officer shall be responsible for maintaining appropriate documentation of such notice and preparing and submitting the required annual report to the U.S. Department of Health and Human Services. References to the Privacy Officer in the following procedures include his/her designee(s).

PROCEDURES:

1. **Toll-Free Number.** The Plan shall maintain a toll-free number persons may call with questions and concerns relating to the privacy of their PHI, including questions regarding whether such information has been breached. [Such toll-free number may be used for other purposes, but must be available for this purpose as well.]
2. **Timing of Notice.**
 - A. **Sixty-day timeframe.** Upon identification of a Breach, the Privacy Officer shall act promptly to provide the required notification as described herein. Such notification shall be made to the appropriate person(s) in the required manner as soon as possible, but not more than sixty (60) days following the date of discovery (as determined pursuant to the policy entitled “Breach Identification”).
 - B. **Incomplete investigation.** If the investigation to determine whether a Breach has occurred cannot be completed within sixty (60) days following the date of discovery, the Privacy Officer shall provide the required notice by the sixty (60)-day deadline, indicating to the recipient that the Plan’s investigation of the matter is ongoing. The Privacy Officer shall provide follow-up notice upon completion of the investigation as necessary to ensure all required information has been included in the notice provided.
 - C. **Law enforcement request for delay.** If a law enforcement official provides a written statement to the Plan that notification otherwise required under this policy would impede a criminal investigation or cause damage to national security, the Privacy Officer shall delay providing such notification as directed by the official. If a law enforcement official provides such a statement orally, the Privacy Officer shall document the statement (including the official’s identity) and delay notification for no more than thirty (30) days from the date of the oral statement, unless a written statement is furnished by a law enforcement official during time period.

3. **Contact Information.**

- A. The Privacy Officer shall have access to appropriate databases and other records maintained by COVERED ENTITY to access patient contact information (including full name, address, telephone number, e-mail address, and whether a person has a personal representative (*i.e.*, minors and other legally incapacitated persons)).
- B. For each identified Breach, the Privacy Officer shall obtain the Plan's most current contact information for the person(s) impacted by such breach (or each such person's personal representative, as appropriate). In the case of a deceased person, the Privacy Officer shall determine whether the Plan has contact information for such person's personal representative or next of kin. As used hereafter, "**Person**" refers to a person impacted by a Breach or such person's personal representative or, in the case of a deceased person, such person's personal representative or next of kin.
- C. If the Plan does not have current contact information for a Person (with the exception of the personal representative or next of kin for a deceased Person), the Privacy Officer or his/her designee shall attempt to obtain such information using web-based services and other resources (*e.g.*, www.anywho.com, www.peoplefinders.com, www.intelius.com). the Plan shall subscribe to such web-based services as the Privacy Officer determines necessary for purposes of obtaining contact information.
- D. For those Persons for whom the Privacy Officer is able to locate current contact information, the Privacy Officer shall follow the procedures in Section 4. For those Persons for whom current contact information is not available, the Privacy Officer shall follow the procedures in Section 5.

4. **Notice to Persons Whose Contact Information Is Available.**

- A. **Content of notice.** The Privacy Officer shall draft the notice to be delivered to a Person using plain language and including each of the following elements:
 - 1. A brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known.
 - 2. A description of the *types* of UPHI involved in the breach (*e.g.*, full name, SSN, date of birth, home address, account number.) The actual information improperly used or disclosed should not be listed on the notice.
 - 3. Any steps the Person should take to protect himself/herself from potential harm resulting from the Breach.
 - 4. A brief description of what the Plan is doing to investigate the Breach, to mitigate harm to the Person, and to protect against future breaches.
 - 5. Contact procedures for the Person to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Website, or postal address.

If the Plan is aware that a Person has limited English proficiency or a disability which limits his/her ability to read or understand such written notice, the Privacy Officer shall take steps that may be necessary to ensure effective communication with such Person.

B. Notification for first-class mail.

1. Except as permitted under Section 4.C, the Privacy Officer shall send by first-class mail the required notice to each Person for whom the Plan has a current mailing address.
2. The Privacy Officer shall maintain a copy of each such letter sent to a Person, as well as copies of any subsequent communication with any Person concerning the Breach, with the Investigation Report and Breach Decision Tree completed for the relevant Breach pursuant to the policy and procedure entitled "Breach Identification" ("**Identification Forms**").
3. If any such letter is returned to the Plan as undeliverable, the Privacy Officer shall give notice to the Person as specified in Section 5.

C. Notification by e-mail.

1. If (and only if) the Privacy Officer confirms through review of the Plan's records that a Person previously agreed in writing to receive breach notification by e-mail, and such agreement has not been withdrawn, the Privacy Officer may send the notice to that Person by e-mail. In addition to the elements listed in Section 4.A, any notice delivered by e-mail shall include the following statement: "You previously agreed to receive such notices from the Plan by e-mail as opposed to first-class mail."
2. The Privacy Officer shall maintain a copy of each such e-mail message sent to a Person, as well as copies of any subsequent communication with any Person concerning the Breach, with the Identification Forms relating to the Breach.
3. If such e-mail message is returned as undeliverable, the Privacy Officer shall send notice to the Person by first-class mail as specified in Section 4.B., unless the Plan does not have a current mailing address for the Person, in which case notice shall be given as specified in Section 5.

D. Confidential communications. If a Person has requested confidential communications pursuant to 45 CFR § 164.522(b), the Privacy Officer shall provide breach notification to that Person in the manner requested by the Person.

5. **Notice to Persons Whose Contact Information Is Not Available.** If there is insufficient or out-of-date contact information for a Person that precludes written notification pursuant to Section 4, the Privacy Officer shall deliver a substitute form of notice as described in this Section 5. Such notice shall be given as soon as reasonably possible after the Privacy Officer becomes aware that the Plan has insufficient or out-of-date contact information for such Person. Such substitute notice is not required, however, in the case of a Breach involving a deceased Person's PHI if the Plan does not have adequate contact information for his/her personal representative or next of kin.

- A. Telephone. If the Plan obtains a current telephone number for the Person, the Privacy Officer shall attempt to speak to the Person by telephone. If the Privacy Officer has the opportunity to leave a message for the Person, the Privacy Officer shall leave a message stating his/her name, his/her affiliation with the Plan, his/her contact information, and that he/she has a very important message for the Person. If the Person returns the call, the Privacy Officer shall provide the Person with the information listed in Section 4.A. The Privacy Officer shall document such telephone communication(s), and attach such documentation to the Identification Forms relating to the Breach. If the Privacy Officer is unable to speak with or leave a message for the Person, the Privacy Officer shall give notice pursuant to Section 5.C.
- B. E-mail. If the Plan obtains an e-mail address for the Person, the Privacy Officer shall send an e-mail message stating his/her name, his/her affiliation with the Plan, his/her contact information, and that he/she has a very important message for the Person. It is not necessary for the Person to have given prior written permission to receive breach notification by e-mail for the Privacy Officer to send such communication to the Person. If the Person responds to the e-mail message, the Privacy Officer shall provide the Person with the information listed in Section 4.A, and shall document such communication. The Privacy Officer shall attach a copy of such e-mail message(s) and documentation relating to subsequent communications to the Identification Forms relating to the Breach. If the e-mail message is returned as undeliverable, the Privacy Officer shall give notice pursuant to Section 5.C.
- C. Website posting.
1. *Link to notices.* the Plan shall maintain in a prominent location (noticeable given its size, color, and graphic treatment in relation to other parts of the page) on the home page of its website (and the landing page or login page for existing account holders) a hyperlink entitled “Information on HIPAA Privacy Rule Breach Notification,” which shall refer the user to the following notice:

Federal law requires the Plan to provide notice to any person whose protected health information has been breached by the Plan or its business associates. If the Plan does not have current contact information for such an individual, the Plan must provide such notice on its website.

the Plan has identified the following breaches for which it does not have current contact information for all persons whose protected health information was improperly used or disclosed. To learn whether your protected health information was involved in one of these breaches, please contact the Plan’s Privacy Officer by calling **[insert toll free number]** or sending an e-mail to **[insert e-mail address]**.
 2. *Specific notices.* For each Breach for which there is one or more Persons whom the Privacy Officer cannot contact using the methods previously identified herein, the Privacy Officer shall post under the aforementioned notice a link to a .pdf document (or similar electronic document or file) containing that information listed in Section 4.A. Such document shall not include the name or, to the fullest extent possible, any other identifying information of the Person(s) impacted by the Breach. The link for each such document shall be labeled with

the date on which the Breach occurred. Each such document shall remain posted on the Plan's website for at least ninety (90) days. The Privacy Officer shall attach a screen shot of the relevant web page to the Identification Forms relating to the Breach.

3. The Privacy Officer shall respond to each individual who inquires whether his/her PHI (or the PHI of the person for whom the individual is a personal representative) is involved in any of the breaches for which notice is posted on the Plan's website. The Privacy Officer shall confirm such person's identity before furnishing information concerning the specific PHI involved in the breach. The Privacy Officer shall document such communications and attach such documentation to the Identification Forms relating to the Breach.

6. **Additional Notices for Breaches Involving More Than 500 Persons.** In the event of a single Breach involving more than 500 Persons, the Privacy Officer shall provide the following notices in addition to the individual notices required under Sections 4 and 5:

- A. **Notice to the media.** If such Breach involves more than 500 Persons residing one state, the Privacy Officer shall notify prominent media outlets serving that state as soon as possible, but not more than sixty (60) days following discovery of such Breach. Such notice shall include all information listed in Section 4.A. The Privacy Officer shall attach a copy of such notice to media outlets to the Identification Forms relating to the Breach. The Privacy Officer shall respond to all inquiries arising out of such media notice in a manner consistent with Section 5.C.3.
- B. **Notice to the Secretary.** The Privacy Officer shall forward to the Secretary of the Department of Health and Human Services ("**Secretary**") a copy of each notice provided to the media pursuant to Section 6.A in the manner specified on the HHS website. The Privacy Officer shall attach a copy of such notice to the Secretary to the Identification Forms for the Breach.

7. **Annual Report to HHS.** By no later than March 1 of each year, the Privacy Officer shall prepare and deliver to the Secretary a report concerning all Breaches and related notifications in the preceding calendar year (excluding any Breach involving more than 500 Persons for which notice was provided to the Secretary pursuant to Section 6.B). The Privacy Officer shall prepare and send such report in the manner specified on the HHS website, <http://www.hhs.gov/ocr/privacy/HIPAA/administrative/breachnotificationrule/brinstruction.html>
8. **Recordkeeping.** The Privacy Officer shall maintain all documentation relating to Breach notification for a period of six (6) years.

Similarly, the Privacy Rules do not allow the employer to use or disclose the PHI it receives from the plan for purposes other than those in the list set out below. In particular, the Privacy Rules prohibit an employer's use of PHI it receives from a plan for employment-related actions or decisions, or for purposes of administering other benefits or plans the employer maintains. In addition, the plan document must require the employer to designate those individuals in its workforce whose jobs require access to the plan's PHI, prohibit access by all others, and prohibit those allowed access from using the PHI for any purpose other than those listed below.

As with most uses and disclosures of PHI, the Privacy Rules require that all disclosures of PHI by the plan to the employer sponsoring the plan for the purposes listed below (other than disclosures required by law) include no more than the minimum information reasonably necessary for the plan sponsor to accomplish the purpose for which it is receiving the PHI. Likewise, all of the other limitations on uses and disclosures for permissible purposes apply to these disclosures from the plan to the plan sponsor (for example, compliance with the terms of the plan's notice of privacy practices, verification of identity and authority of recipient, and compliance with agreed-upon restrictions).

Permissible Purposes for Plan Disclosing PHI to Plan Sponsor and Plan Sponsor Using or Disclosing That PHI

1. As required by law.
2. Quality assessment and improvement activities.
3. Population-based activities relating to improving health or reducing health care costs, protocol development, case management, disease management, care coordination, and contacting health care providers and enrollees with information about treatment alternatives and related functions.
4. Rating provider and plan performance, including accreditation, certification, licensing, or credentialing activities.
5. Fraud and abuse detection and compliance activities.
6. Assisting other health plans, health care providers, and health care clearinghouses with their health care operations activities that are like those listed in Items 2-5 above, but only to the extent that both the plan and the recipient of the disclosed information have a relationship with the individual whose PHI is involved and the PHI pertains to that relationship.
7. Underwriting (with the exception of genetic information), premium rating, and other activities relating to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance).
8. Conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs.
9. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the plan, including formulary development and administration, and development or improvement of payment methods and/or coverage policies.
10. Business management and general administrative activities, including, but not limited to:
 - Management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements.
 - Customer service, including the provision of data analyses for the plan sponsor and others.
11. Resolution of internal grievances.
12. Due diligence in connection with the sale or transfer of assets to a potential successor in interest, if the potential successor in interest is a covered entity for purposes of HIPAA, or, following completion of the sale or transfer, will become a covered entity.
13. Subject to restrictions of the Privacy Rules, creating de-identified health information, summary health information, and limited data sets.
14. Assisting other health plans for which the plan sponsor is also the other plan's plan sponsor, and any insurers and HMOs with respect to those plans, with their health care operations activities similar to the activities listed in Items 2-13 above with respect to the plan.
15. Obtaining premium payments.
16. Determining and fulfilling the plan's responsibility for coverage of, and provision of health benefits with respect to, an individual to whom health care is provided.

17. Determining individuals' eligibility for coverage under the plan, including determinations of rights pursuant to COBRA.
18. Obtaining reimbursement for benefits paid during a period of ineligibility.
19. Determining whether individuals have coverage in effect under the plan, and in what capacity.
20. Determining whether particular expenses are covered under the plan with respect to individuals (including, without limitation, coordination of benefits determinations, cost-sharing determinations, subrogation determinations, medical necessity determinations, and all other determinations necessary or appropriate to determine whether plan benefits are payable for particular health benefit claims) and making claims payments based on those determinations.
21. Coordination of benefits, including, without limitation, collecting amounts from another plan covering an individual, and determining order of benefits payment and the extent to which benefits have been paid from another plan.
22. Activities related to rights of reimbursement the plan may have with respect to previously paid benefits, and subrogation activities, including asserting liens against actual or potential recoveries, exercising rights of reimbursement with respect to third parties, and making demand for repayment of plan benefits.
23. Determining cost-sharing amounts applicable to particular claims under the terms of the plan, including determining whether an individual has reached applicable plan limits, satisfied deductibles or out-of-pocket limits, or is required to make a copayment or satisfy coinsurance with respect to a particular claim.
24. Adjudicating benefit claims under the plan (including appeals and other payment disputes).
25. Claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes, and responding to enrollees' inquiries about payments.
26. Billing and collection activities and related data processing.
27. Obtaining payment under a contract for reinsurance (including stop-loss and excess loss insurance), including notification to carriers issuing such insurance of diagnoses or claims that trigger reporting requirements under such policies.
28. Review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of care, or justification of charges.
29. Determining required employee contributions under the plan.
30. Risk adjusting amounts due for coverage based on enrollees' health status, claims history and demographic characteristics, to the extent permissible under applicable law.
31. Utilization review activities, including precertification and preauthorization of services, and concurrent and retrospective review of services.
32. Disclosure to consumer reporting agencies relating to collection of premiums or reimbursement, limited to any or all of the following:
 - Name and address
 - Date of birth
 - Social security number
 - Payment history
 - Account number
 - Name and address of the Plan
33. Assisting other health plans (including other health plans sponsored by the plan sponsor), health care providers, and health care clearinghouses with their payment activities, which include activities like those listed above in Items 15-32 with respect to the Plan.

Douglas County, Kansas

HIPAA EPHI Security Policy

Purpose:

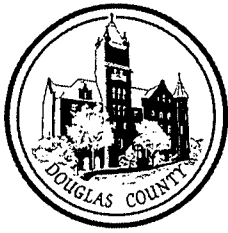
The purpose of this Policy is to establish guidelines and requirements as to the appropriate use, security, support of, and employee responsibilities for additional protection of HIPAA Electronic Protected Health Information (EPHI). This policy sets out security/rules/practices to be used when handling EPHI. This policy is in addition to the Douglas County Computer Usage and Security Policy which applies to all employees. This policy applies to any Douglas County employee that has access to EPHI as appropriately described in the employee's job description.

Definitions:

1. EPHI: Electronic protected health information. Health information created, used, maintained or transmitted in an electronic format that:
 - a) identifies or could be used to identify an individual;
 - b) is created or received by a healthcare provider, health plan, or healthcare clearinghouse; and
 - c) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual.
2. Portable Storage Device: Any device or medium not permanently connected to the Douglas County network used for the purpose of storing information. This may include, but is not limited to, USB thumb drives; digital storage media (CD, DVD, floppy disks, hard drives, etc.).

Responsibilities and enforcement of this policy:

1. Douglas County sets forth this Policy in an effort to meet organizational goals to protect EPHI.
2. Each employee is responsible for the conditions set forth within this Policy, as well as any other employee policy set forth within the Douglas County Personnel Policy or elsewhere, and any subsequent policy set forth by the department, agency, court, authority, etc. for which an employee works within Douglas County, Kansas government.
3. The Assistant County Administrator is responsible for the enforcement of this policy and shall communicate the requirements of this Policy to any and all persons that this Policy applies. The



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*
Laura Glass, Administrative Services Manager

Date : March 30, 2018

Re : Consent Agenda approval of contract for Dust Palliative supply and application

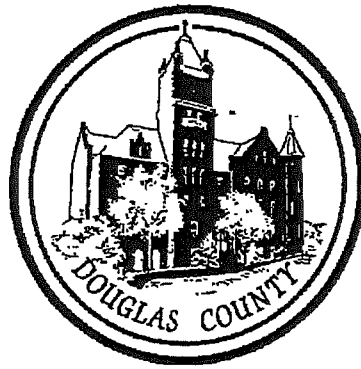
Bids for the supply and application of dust palliative material were opened March 29, 2018. We solicited bids for 30% Minimum Magnesium Chloride solution. We received bids from two suppliers with Scotwood Industries submitting the low bid.

Company	Item	Quantity	Unit Price	Total Price
Scotwood Industries	30% MgCl	150,000 Gal	\$0.961	\$144,150.00
Envirotech Services	30% MgCl	150,000 Gal	\$1.69	\$253,500.00

This year's bid unit price from Scotwood Industries is one cent lower than last year's price, which was \$0.97/gallon. The low-bid price should allow us to meet the target application rate of 0.45 gallons/square yard.

In addition to the dust palliative material, we will hire a water truck to pre-wet all locations. This cost is included in the \$1.45/linear foot user fee.

Action Required: Consent Agenda approval to accept the low bid and award the contract for supply and application of 30% minimum magnesium chloride solution for the user fee dust palliative program to Scotwood Industries, Inc. at a unit cost of \$0.961 per gallon.



DOUGLAS COUNTY, KANSAS
OFFICE OF THE COUNTY ENGINEER
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
DOUGLAS COUNTY PROJECT NO. 2018-04

DUST PALLIATIVE
30% (Minimum) Magnesium Chloride
BID #18-F-0003

Douglas County Commissioners

Nancy Thellman, Chairman

Mike Gaughan, Member

Michelle Derusseau, Member

Approved By:

Keith A. Browning, P.E.
Director of Public Works
and County Engineer
Date: 03/05/2018

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
DUST PALLIATIVE
BID #18-F-0003

NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the purchase of approximately 150,000 gallons of 30% (minimum) Magnesium Chloride solution by the Douglas County Department of Public Works will be received in the Office of the Douglas County Clerk, 1100 Massachusetts, Lawrence, Kansas 66044 until 3:00 P.M., Thursday, March 29, 2018 and then publicly opened in the presence of the County Clerk.

Bids must be submitted on forms obtainable at the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas, or Demand Star on the Internet at www.demandstar.com. Specifications and bid requirements are included in these documents. The bids shall be submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed "Dust Palliative Bid", and the name and address of the bidder. Any bids received after the closing time will be returned unopened. Faxed bids will not be accepted.

The awarded bidder shall agree to offer the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Contractor and for all payments thereunder.

The Douglas County Board of Commissioners reserves the right to reject any or all bids or waive technicalities and to purchase the product that in the opinion of the Board is best suited to the work for which it is intended.

DOUGLAS COUNTY PUBLIC WORKS

Keith A. Browning, P.E.
Director of Public Works
DATED: 03/05/2018

Publication Dates: Saturday, March 10, 2018
Friday, March 16, 2018

cc: Lawrence Journal World
Board of County Commissioners
County Clerk
County Administrator
Public Works Operations
Purchasing Department

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS
BID #18-F-0003
INFORMATION FOR BIDDERS
MAGNESIUM CHLORIDE
DUST PALLIATIVE BID

1. It is the intent of Douglas County to purchase 30% (Minimum) Magnesium Chloride for a Dust Palliative to be applied at various locations, lengths and widths in Douglas County, Kansas.
2. Bids must be submitted on forms provided by the Douglas County Public Works Department, 3755 E 25th Street, Lawrence, Kansas or Demand Star on the Internet at www.demandstar.com. Specifications and bid requirements are included in these documents. This document must be left intact and will be the only form accepted as a bid by the Board of County Commissioners.
3. Bidders shall show unit prices and total all extensions. In the event any discrepancy occurs between the unit price and the extended total bid, the unit price shall apply.
4. Bids shall be signed and submitted in sealed envelopes, addressed to the Office of the County Clerk, Courthouse, 1100 Massachusetts, Lawrence, Kansas, upon which is clearly written or printed **"Dust Palliative Bid"** and the name and address of the bidder. Any bids received after the closing time will be returned unopened. Bids shall be received before 3:00 P.M., Thursday, March 29, 2018 and then publicly opened in the presence of the Douglas County Clerk.
5. The Douglas County Board of Commissioners reserves the right to reject any or all bids or waive technicalities and to purchase the product which in the opinion of the Board is best suited to the work for which it is intended.
6. Application of material is to be made in metered trucks, recently calibrated, with pressurized spray bars capable of applying material at consistent rates and various widths from 12 to 24 feet in one pass. The rate of application shall be controlled by ground speed, capable of applying the solution at consistent rates and various speeds.
7. Material specifications: Magnesium Chloride (30% minimum concentration) shall meet the specifications shown in Section 1702 of the 2015 KDOT Standard Specifications for State Road and Bridge Construction. Type L (liquid) with a minimum concentration of 30% is required. Magnesium Chloride furnished under this specification will be accepted upon receipt and approval of a Type D certification as described in Division 2600 of the Standard Specifications. The concentration or percentage of MgCl in the material supplied shall be included on the certification provided by the producer. 33% Magnesium Chloride may be used at no additional cost to the County.

8. It is intended that all locations will be treated in two applications. The first application will be applied at 0.3 gallons/square yard. After all locations receive the initial treatment a second application may be applied to all previously treated areas at an estimated rate of between 0.1 and 0.2 gallons per square yard. Douglas County will determine the actual rate of the second application and the estimated quantity required to complete this application once the first application is completed. The quantity shown on the schedule of prices reflects an estimated rate of 0.45 gallons per square yard.
9. Douglas County may make changes in the work required to be performed by the contractor under this contract by making additions thereto, or by omitting work therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities of such items of work shall not increase or decrease the original contract amount by more than twenty-five percent (25%).
10. The contractor shall complete this work in an expeditious manner on the dates chosen by Douglas County. A minimum of 9,000 gallons shall be applied daily if weather permits.
11. The bid amount shown shall include any anticipated demurrage and/or fuel surcharge. The amount paid by Douglas County will include the number of gallons delivered and placed at the accepted unit bid price.
12. Failure to comply with one or all of the above stated requirements will be considered sufficient grounds for rejection of the bid.
13. It is intended to apply the first treatment starting May 1st of this year (weather permitting). The second treatment will follow immediately after the first treatment, (back to back treatments).
14. Douglas County reserves the right to test every load for percent of concentration prior to placement. Material not meeting the required minimum percent concentration may result in stoppage of spraying, spraying additional gallons/SY at no cost to the County, a reduction of price per gallon, or a combination of all. It will be the County's sole discretion on which remedy to follow.

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #18-F-0003**

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offer or vendor.
 - d. The term "County" means Douglas County, Kansas.
 - e. The term "Board of County Commissioners or "BoCC" means the governing body of Douglas County, Kansas.
3. COMPLETING BID: Bids must be submitted only on the forms (or reproductions thereof) provided in this document or by Demand Star on the Internet at demandstar.com. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in an envelope clearly marked "DUST PALLIATIVE BID" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. It is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044, prior to 3:00 P.M., Thursday, March 29, 2018.
7. ADDENDA: All changes in connection with this bid will be issued in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #18-F-0003**

8. LATE BIDS, CHANGES OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

Bids may be changed or withdrawn prior to the bid opening. All such transaction must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County of fair competition shall be permitted.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the County within fifteen (15) calendar days after the bid opening.

10. METHOD OF AWARD AND NOTIFICATION: Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid and to waive informalities, technical defects, and minor irregularities in bids received. The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

11. TAX EXEMPT: The County and its agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
12. SAFETY: All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, state and/or local safety or environmental codes.
13. DISCLAIMER OF LIABILITY: The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
14. HOLD HARMLESS: The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury,

**DOUGLAS COUNTY, KANSAS
STANDARD TERMS AND CONDITIONS
BID #18-F-0003**

infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

15. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
16. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOUGLAS COUNTY DEPARTMENT OF PUBLIC WORKS

BID #18-F-0003

SCHEDULE OF PRICES
FOR
MAGNESIUM CHLORIDE

Bid of Scotwood Industries, Inc., to supply 30% (min.) Magnesium Chloride to the Douglas County Public Works Department. Material is to be applied by the successful bidder at various locations within the county on dates determined by Douglas County. Bids must be received in the Office of the Douglas County Clerk by 3:00 p.m., Thursday, March 29, 2018.

<u>ITEM</u>	<u>QUANTITY*</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
30% (min.) Magnesium Chloride	150,000 gallons	\$ <u>0.961</u>	\$ <u>144,150.00</u>

*Based on 4500 gallon minimum loads.

BY: Michelle Nations
Michelle Nations, Director, Liquids Division
SUPPLIER: Scotwood Industries, Inc.

DATE: March 27, 2018

RECOMMENDED FOR APPROVAL:

Keith A. Browning
Keith A. Browning, P.E.
Director of Public Works

ACCEPTED:

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, KANSAS

Nancy Thellman, Chairman

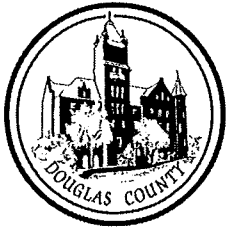
Mike Gaughan, Member

Michelle Derusseau, Member

ATTEST:

Date

County Clerk



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : March 30, 2018

Re : Consider authorizing application for Land & Water Conservation Fund grant
ADA accessible improvements at Wells Overlook Park
DGCO Project No. 2018-20

Ken Lassman, a member of the family who donated the land to Douglas County for Wells Overlook Park, expressed to us an interest in adding features to the park that would improve opportunities for individuals with mobility limitations to experience similar viewing opportunities that are afforded by climbing the hill and timber observation tower. To that end we have worked with Bob Mikesic, Co-Executive Director of Independence, Inc., Ray Petty of the Great Plains ADA Center, and Ken Lassman, along with Craig Weinaug and Public Works personnel, to determine options. Essentially, this group of individuals formed a steering committee to develop a project that would add ADA accessible viewing opportunities at Wells Overlook Park.

The steering committee concluded the best option would be to provide an ADA accessible viewing platform near the northernmost curve on the park's access drive. There is a small area of relatively flat ground at this location that would allow for a viewing platform and access meeting ADA requirements. This location is approximately 30 feet lower in elevation than the top of the hill where the timber observation tower is located, but would still provide excellent views to the north and east assuming about 1/2 acre of trees were removed.

This Osage Cuesta hill was once covered in native prairie vegetation. The trees covering this hill are volunteer tree species that have overtaken this former prairie. Ken Lassman is a member of the Kaw Valley Native Plant Coalition, and has an interest in returning at least a small portion of the park back to native prairie. As part of this project, the approximately 1/2-acre area of tree removal around the proposed new viewing platform would be restored to native prairie vegetation.

The project also envisions providing panoramic panels at the viewing platform depicting historical, cultural and ecological items of interest that can be viewed from the platform. We would work with knowledgeable individuals to determine the appropriate displays. Perhaps a portion of Quantrill's route to Lawrence that is visible from this location could

be depicted in one display. Another display could depict the native vegetation of this area.

The area proposed for the viewing platform is small and would not provide enough space for an ADA accessible picnic shelter of needed size. The proposed project also includes an ADA accessible picnic shelter south of the south end of the existing parking area. This area is well suited to providing such a shelter.

Development of Wells Overlook Park was funded in part by a Land and Water Conservation Fund (LWCF) grant in 1971. LWCF grants are federal grants administered by the Kansas Department of Wildlife, Parks & Tourism (KDWPT). The LWCF grant is a reimbursable grant, meaning the project sponsor must pay all project costs as they are incurred. Project sponsors may then request reimbursement for 50% of eligible expenses up to the amount approved for the project. Local applicants may submit one application per year for LWCF assistance up to a maximum of 10% of the total state allocation. KDWPT has an April 15, 2018 deadline for submittal of grant applications this year.

As shown on the attached cost estimate, we estimate total out-of-pocket material costs for the project would be approximately \$60,500 and in-kind labor and equipment costs to do the work would be approximately \$84,300 for a total project cost of approximately \$144,800. If we are awarded an LWCF grant, KDWPT would reimburse Douglas County for 50% of the total project cost including in-kind costs.

Attached is a partial draft LWCF grant application for the proposed project that is not ready for BOCC signature. During the April 4 meeting, we wish to provide the BOCC more project details and discuss the project. If the BOCC approves the project scope and submitting a LWCF grant application this year, we will present a complete application for BOCC signature during the April 11 meeting.

Action Required: Discuss the proposed project scope to add ADA accessible improvements to Wells Overlook Park, and consider approval to apply for a Land & Water Conservation Fund grant for 50% reimbursement of project costs.

LAND AND WATER CONSERVATION FUND

PROJECT APPLICATION SUMMARY

Project Sponsor Information

Project Sponsor: Douglas County

Project Title: Wells Overlook ADA Viewing Platform and Picnic Shelter

Federal ID#: 48-6033538

Primary Contact: Keith Browning

Contact Title: Public Works Director

Mailing Address: 3755 E. 25th St

City/ZIP: Lawrence 66046

County: Douglas

Phone: 785-832-5293

Fax: 785-842-1201

Email: kbrowning@douglascountyks.org

Additional Contact Info/Instructions: _____

Project/Site Information

Type of Project: Acquisition _____

Development X

Combination _____

Park Name: Wells Overlook

Park Address (with 9-digit zip code): 1373 N 1000 Road, Lawrence, KS

Acreage of Property: 16.49

Longitude (Deg./Min./Sec./Dir.): 95 deg 14' 47" W

Latitude: (Deg./Min./Sec./Dir.): 38 deg 53' 04" N

Previous LWCF funding at this site?:

Yes* X No _____

*If yes, provide LWCF Project Number(s):

20-00230

First or second application submission for this project?

1st X 2nd _____

Brief description of proposed project: Provide ADA accessible viewing platform, picnic shelter, and panoramic panels depicting visible points of historical and geological significance

Project Cost

LWCF Federal Funds Requested:

\$ 72,380

Sponsor Match:

\$ 72,380

Total Estimated Project Cost:

\$144,760

Does the sponsor currently have the 50% match readily available?

YES X NO _____

Certification

I hereby certify that the information contained in this application and all supporting documents are, to the best of my knowledge, both true and accurate. The submission of this application has been duly authorized by the governing body of the applicant (project sponsor), and the applicant/project sponsor will comply with the attached assurances if assistance is awarded.

Nancy Thellman

Print Name of Authorized Representative

Chair-Board of County Commissioners _____

Title of Authorized Representative

Signature of Authorized Representative

Date

(Signature must be a Mayor or City Manager or other such person with governing authority)

LWCF PROJECT APPLICATION

Project Sponsors, please read all instructions thoroughly. All items are required as part of your application. Incomplete applications will not be considered for LWCF funding. Organize your application in the order of the sections below and submit as a separate document. Please use Project Application Summary as a cover page and label, index or tab each major section for easy reference.

Answer all questions as completely and clearly as possible. Do not assume those reviewing your application will have any prior knowledge or information. The review panel may include individuals who are not familiar with you or your area.

SECTION I – PROJECT NARRATIVE

A. Project Justification

1. Why does your community need this project? How are people adversely affected by the current situation? Provide information about economic, social, financial, physical, institutional or other issues related to the need.

While Wells Overlook Park provides spectacular viewing opportunities for able bodied individuals, the park does not provide similar viewing and recreation opportunities for people with limited mobility. This project will add an ADA accessible viewing area that will be available for the approximately 16,000 mobility limited citizens of Lawrence and Douglas County. The project will also add an ADA accessible picnic shelter and grill for enhanced recreational opportunities for all. The viewing area will provide viewing opportunities for all people regardless of physical abilities.

2. Provide information on the project site or facility usage (frequency of use, number of users, age groups affected, current uses of the area, etc.).

Wells Overlook Park is a Douglas County owned park situated on top of an Osage Cuesta hill overlooking the Wakarusa River valley to the south of Lawrence. From the top of the hill, one can view the Wakarusa valley, Kansas River valley, Lawrence, and the University of Kansas to the north, and surrounding countryside to the west and east. Situated on top of the hill is a timber observation tower, which provides for enhanced viewing opportunities. The park is centrally located in Douglas County within an approximate 15 minute drive from anywhere in the county. The park serves Douglas County's 120,000 residents and a large number of visitors to the area interested this area's history and features.

3. Provide information received from the interested affected public about community recreation needs. Include records and minutes from public meetings or public comment periods. At a minimum, the completed application and required support material must be available for comment at the duly advertised public meeting.

Bob Mikesic, Co-Executive Director, Independence, Inc., has been involved in the development of this project. Independence, Inc. is a Center for Independent Living for Douglas County. Bob has taken the proposal to the Self Advocates of Lawrence for review, and also presented the proposal to the Independence, Inc. Access Task Force. Both groups fully support the proposed plan (see attached email).

4. Discuss how you chose this project as a priority in the community. Cite the results of citizen surveys or similar local input, including letters of support. You are encouraged to include the items with your application.

Ken Lassman, an occupational therapist who works at Topeka Independent Living Resource Center, and who is also a member of the family who donated the land to Douglas County for Wells Overlook Park, expressed to Douglas County an interest in adding features to the park that would (a) improve opportunities for individuals with mobility limitations to experience similar opportunities to view the Wakarusa River and Kansas River valleys that is afforded by climbing to the top of the timber observation tower, (b) provide a way to share the history of the area that is visible from the park in the form of panorama panels that would identify and discuss cultural, historical, and ecological items of interest, and (c) create a restored prairie with native plants to replace the trees that block the view in the area of the designated ADA accessible viewing platform, which provides an opportunity to discuss the changing ecology of the area as this tree covered cuesta hill was covered in native prairie 150 years ago. The Independence, Inc. Access Task Force, the Self Advocates of Lawrence, and the Kaw Valley Native Plant Coalition fully support this project (see attached letters of support).

5. Comment on partnerships with local citizens and organizations who will offer support relative to planning, development and/or upkeep of the proposed project.

Bob Mikesic, Co-Executive Director of Independence, Inc., and Ray Petty of the Great Plains ADA Center have been involved in the planning and development of this project. Ken Lassman, a member of the family who donated the land to Douglas County for Wells Overlook Park and a representative of the Kaw Valley Native Plant Coalition, proposed this project to Douglas County and has also been directly involved in the planning and development of the project.

6. List any other areas or facilities owned by the sponsor the provide explanation why the new developments are needed.

Douglas County owns and operates Lone Star Lake Park in the southwestern portion of the county. However, Wells Overlook Park is the only publicly owned property providing spectacular views of the Wakarusa River and Kaw River valleys including Lawrence and KU. This project will expand those viewing opportunities for physically disabled citizens.

7. Provide any additional comments to justify the need for this project.

The project is needed to provide similar viewing and recreational opportunities to all citizens regardless of physical limitations.

B. Project Description

1. The scope of work you intend to complete using the funds requested.
 - a. Provide ADA accessible viewing platform
 - b. Provide panoramic panels at the viewing platform depicting visible points of historical and geological significance
 - c. Remove approximately 1/2 acre of pioneering tree species that currently restrict the view from the project area
 - d. Restore the prairie vegetation native to this cuesta hill
 - e. Provide ADA accessible picnic area and shelter
2. How the project will solve the need identified above.

The project will provide universal access to the spectacular viewing opportunities offered at Wells Overlook Park. In addition, the project will provide the public with educational information on the historical, ecological and geological features of the area. The project will also restore a portion of the cuesta hill on which Wells Overlook Park is situated to its native prairie vegetation.

3. How the project meets local recreation needs.

The project will enhance recreational opportunities by providing all Douglas County citizens access to the spectacular views available at Wells Overlook Park. There are currently no similar recreational opportunities for physically disabled citizens in Douglas County. The project will also provide historical and geological educational information for all citizens, and will restore a portion of the park's property to its native prairie vegetation.

4. The target population the project will serve.

The project will serve all Douglas County citizens regardless of physical abilities.

5. Use seasons (how many months will the proposed project will be open for public use annually) and hours/days of operation.

Wells Overlook Park is open daily between the hours of 6:00 AM and 10:00 PM all year long as long as weather conditions allow safe access via the park access road. The park is closed during snowy and icy conditions for safety purposes.

6. How the project will meet or exceed the Americans with Disabilities Act (ADA)?

The project meets ADA goals by providing access to recreational opportunities for all citizens including physically disabled citizens. All improvements will meet ADA requirements.

7. Who will complete the work (sponsor employees, contractors, etc.) and provide a detailed time schedule for completion of the project.

Douglas County Public Works Department crews will complete the work required for this project. The department's Vegetation Management and Parks Maintenance crews will complete the bulk of the work with assistance as-needed by other department crews. The department's engineering staff has completed preliminary design work, and will complete final construction plans. Assuming available funding, construction of the project will commence in Fall 2018 and be completed in Spring 2019.

8. Why the facility is justified should it duplicate existing, like-kind public facilities at other locations within the community.

There are no existing like-kind public facilities at other locations within the community.

9. Any like-kind facilities currently being operated by the private sector within or surround the community. Explain the need for this project and describe why it will not compete with the private sector.

There are no known like-kind facilities operated by the private sector in the community. The project will provide public access to recreational and viewing opportunities that are not offered by the private sector.

10. Include any other information you think would be helpful in describing the project.

Although the primary purpose of the project is to enhance Wells Overlook Park recreational opportunities for all citizens regardless of physical abilities, an important aspect of the project is restoration of native prairie vegetation. The cuesta hill on which the park is situated has been overgrown by pioneering tree species. The project will remove a portion of these trees and re-establish native prairie vegetation. The project provides ecological educational opportunities as well as enhanced recreational opportunities for all citizens.

11. For acquisitions/combination projects, in addition to the above items, address:

- a. How the land will be acquired.
- b. The number of acres to be acquired and a description of the property. Describe and quantify types of existing resources and features on the site.
- c. Expected use of the property after acquisition.
- d. Proposed start date for development of property.
- e. Any interim uses of the property prior to the start of development.
- f. Disposition of any buildings or other improvements on the property.
- g. Number of families, farms or business to be relocated, if any.

No property acquisitions are required for this project. The project is situated in Wells Overlook Park, which is on 16.49 acres of property currently owned by Douglas County. This property was conveyed to Douglas County in 1971 by William and Thelma Wells for the establishment of a public park.

SECTION II – FINANCIAL PROFILE

A. Cost Estimate

Development projects must include a cost breakdown sheet, detailing the various cost items.

B. The Local Funding Statement

Located in the Appendix, should indicated the sponsor's source of matching funds, the amount and the date of availability. The Statement is to be certified by the Mayor, Commission Chairman, or Board President (as applicable).

C. Budget Information

Non-construction projects must include the Budget Information Assurance (SF424A). Construction projects must include the Budget Information Assurance (SF424C). These forms can be found online at the National Park Service website: <https://www.nps.gov/ncrc/programs/lwcf/pub.htm>.

SECTION III – PROPERTY INFORMATION/MAPS

A. Land Ownership

1. Sponsor control of the land is a prerequisite to receiving project approval, therefore, a Certified Title Opinion containing a legal description of the park land is required. The Opinion shall include a description of all rights, including adverse, held by others to the property.
2. A necessary support document to the Title Opinion is a copy of the recorded deed to the property illustrating sponsor ownership.
3. In lieu of a title opinion and deed, copies of a lease agreement (25 year minimum), existing or proposed should be submitted with the application.
4. For acquisition projects, a Willingness to Sell Form must be included. This can be found in the Appendix.

B. Location Map

Provide an aerial map of the city or county showing the geographic location of the proposed project. Identify park boundaries and outline the proposed project area within the park.

C. Site Map/Plan

The site map/plan should show existing facilities, including overhead utility lines and lighting. The map should also show the proposed facilities to be included in this project. Existing and proposed facilities need to be clearly designated as such.

D. Floor Plan

Floor plans for all proposed support buildings (restrooms, shelters, etc.) must be submitted and clearly indicate Americans with Disabilities Act compliance.

E. 6(f)(3) Boundary Map

Considering that the maps will be used in perpetuity, information placed on the map should assist future inspectors and project managers in determining the areas that are protected under Section 6(f)(3) of the Land and Water Conservation Fund Act. Every LWCF project site must be inspected by KDWPT once every 5 years in perpetuity.

In applying for an LWCF grant, the Applicant must submit a signed and dated Project boundary map which clearly delineates the area to be protected under Section 6(f)(3) of the LWCF program. The Project area must be readily accessible through a public corridor (i.e. parking lot, street, permanent public easement). Land identified within the Section 6(f)(3) boundary must be retained in perpetuity for public outdoor recreation use.

Provide the following information on the Section 6(f)(3) boundary map:

- Identify map as Section 6(f)(3) Boundary Map
- Signature and date on map by the individual authorized in the application
- Project Title
- Date of map preparation
- Clearly indicated the boundary of the Project area with measurements, in red, to effectively illustrate the lands afforded Section 6(f)(3) protection. The boundary needs to incorporate access point(s).
- If applicable, identify any pre-existing indoor structures that do not support outdoor recreation and provide the square footage of structure footprint.
- If applicable, indicate any outstanding rights and interest in the area: easements, deed/lease restrictions, reversionary interest, right-of-way, etc.
- North arrow
- If applicable, indicate any area(s) under federal lease(s) with term of at least 25 years remaining on the lease(s)
- Indicate adjoining street names
- Indicated total acreage within the Section 6(f)(3) Boundary.
- Convert the total square footage to acreage and indicate total acreage within the 6(f)(3) boundary. The acreage identified on the boundary map must be consistent with the acreage identified on the application form.
- Provide the latitude and longitude of the project entrance.

SECTION IV – ENVIRONMENTAL ASSESMENT

This document serves to supplement the **Proposal Description and Environmental Screening Form (PD/ESF)** required for all new and amended Land and Water Conservation Fund (LWCF) project applications submitted to the National Park Service (NPS). The PD portion of the form captures administrative and descriptive details enabling the NPS to understand the proposal. The ESF portion is designed for States and/or project sponsors to use while the LWCF proposal is under development. Upon completion, the ESF will indicate the resources that could be impacted by the proposal enabling States and/or project sponsors to more accurately follow an appropriate pathway for NEPA analysis: 1) a recommendation for a Categorical Exclusion (CE), 2) production of an Environmental Assessment (EA), or 3) production of an Environmental Impact Statement (EIS). The ESF should also be used to document any previously conducted yet still viable environmental analysis if used for this federal proposal. The completed PD/ESF must be submitted as part of the State's LWCF proposal to NPS.

This document is intended for applicants to provide detailed answers in the space provided below each question. Please contact the State LWCF Grant Coordinator at 620-672-5911 if you would like to receive this form in Microsoft Office Word format. Please make all answers discernible from the associated question by using red font or **bold letters**. Please feel free to imbed figures/images or make reference to supporting documentation where necessary.

Please note that the following pages only encompass portions of the federal PD/ESF pertaining to new applications for development and acquisition project. For PD/ESF documentation regarding amendments to past LWCF projects, please contact the State Parks Division of the Kansas Department of Wildlife, Parks and Tourism at 620-672-5911.

New Project Application (See LWCF Manual for guidance.)

PROJECT IDENTIFICATION:

Project Title: **Wells Overlook Park ADA viewing platform** Project Number: _____

Submitted by: **Keith Browning, P.E., Public Works
Director** Date: _____

Project	Quarter:	Section:	Township:	Range:	County:
Location:	NE	36	13 South	19 East	Douglas

To facilitate evaluation of the environmental impact of the proposed project, **please attach a current 8-1/2" x 11" aerial photograph (may be obtained from county CFSA office) and a map showing the project location details, including construction limits.**

Step 1. Type of LWCF Proposal	
☐ New Project Application ☐ Acquisition <i>Go to Step A</i>	☒ Development <i>Go to Step 2B</i>
☐ Combination (Acquisition and Development) <i>Go to Step 2C</i>	
☐ New Project Application ☐ Increase in scope or change in scope from original agreement. <i>Complete Steps 3A, and 5 through 7.</i> ☐ 6(f) conversion proposal. <i>Complete Steps 3B, and 5 through 7.</i> ☐ Request for public facility in a Section 6(f) area. <i>Complete Steps 3C, and 5 through 7.</i> ☐ Request for temporary non-conforming use in a Section 6(f) area. <i>Complete Steps 4A, and 5 through 7.</i> ☐ Request for significant change in use/intent of original LWCF application. <i>Complete Steps 4B, and 5 through 7.</i> ☐ Request to shelter existing/new facility within a Section 6(f) area regardless of funding source. <i>Complete Steps 4C, and 5 through 7.</i>	
Step 2. New Project Application (See LWCF Manual for guidance)	
A. For an Acquisition Project 1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.). 2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)? 3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years. 4. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed. 5. Address each item in "D" below.	
B. For a Development Project 1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities. See Fig. ??. A turnout off will be provided off of the northernmost curve of the park drive along with one handicapped parking space and one regular parking space. There will be an ADA accessible sidewalk leading from the parking area to the observation deck, which will be constructed to view the valley to the north, northeast, east, and southeast. Included in the observation walkway will be strategically placed all-weather panoramas identifying the historical and geological points of interest that can be seen from the deck. In order to create the view from this natural plateau, approximately 1/2 acre of pioneering tree species will be removed and replaced with native mid-tallgrass prairie species that were characteristic of this hill 150 years ago. Information about this restoration and prairies will be made available. The project also includes an ADA accessible picnic shelter located to the south of the existing parking area. The proposed shelter will include picnic tables and grill that is available to all regardless of physical abilities. 2. When will the project be completed and open for public outdoor recreation use?	

The area is located in Wells Overlook Park, and the tree clearing, grading, replanting and construction phases will be able to be accomplished without interfering with access to the rest of the park by the public. It is anticipated the tree clearing work will commence in Fall 2018, and observation deck construction will be completed in Spring 2019. Prairie restoration will extend through Spring 2019, timed by the growing requirements of the native species.

3. Address each item in "D" below.

C. For a Combination Project

1. For the acquisition part of the proposal:

- Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)
- How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
- Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.
SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.

2. For the development part of the proposal:

- Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.
- When will the project be completed and open for public outdoor recreation use?

3. Address each item in "D" below.

D. For a Combination Project

1. Will this proposal create a new public park/recreation area where none previously existed and is not an addition to an existing public park/recreation area? Yes ☐ (go to #3) No ☐ (go to #2)

2. a. What is the name of the pre-existing public area that this new site will be added to? **Wells Overlook Park**

b. Is the pre-existing public park/recreation area already protected under Section 6(f)? Yes ☐ No ☐
If no, will it now be included in the 6(f) boundary? Yes ☐ No ☐

3. What will be the name of this new public park/recreation area? **It will remain Wells Overlook Park**

Who will hold title to the property assisted by LWCF? Who will manage and operate the site(s)?

4. a. **Douglas County holds current title to Wells Overlook Park property, and will continue to manage and operate the site.**

b. What is the sponsor's type of ownership and control of the property?

☒ Fee simple ownership

☐ Less than fee simple. Explain:

☐ Lease. Describe lease terms including renewable clauses, # of years remaining on lease, etc.

Who will lease area? Submit copy of lease with this PD/ESF. (See LWCF Manual for program restrictions for leases and further guidance)

5. Describe the nature of any rights-of-way, easements, reversionary interests, etc. to the Section 6(f) park area? Indicate the location on 6(f) map. Do parties understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area?

Douglas County has road right-of-way along Route 458 at the entrance to the park. Rural Water District No. 4 has a waterline easement along the Route 458 road right-of-way.

6. Are overhead utility lines present, and if so, explain how they will be treated per LWCF Manual. **No**

7. As a result of this project, describe new types of outdoor recreation opportunities and capacities, and short and long term public benefits.

Adding the historical highlights panoramas, the prairie restoration and accompanying information about the natural history of the area will be new and of universal interest. The addition of wheelchair accessible parking and picnic area will increase the capacity of the park. The ADA accessible walkway and viewing platform will provide the overlook experience to individuals who cannot or choose not to climb the hill and/or observation tower.

8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and/or proposed for the future within the 6(f) boundary. **N/A**

9. Describe the planning process that led to the development of this proposal.

Ken Lassman, an occupational therapist who works at Topeka Independent Living Resource Center, and who is also a member of the family who donated the land to Douglas County for Wells Overlook Park, expressed to Douglas County an interest in adding features to the park that would (a) improve opportunities for individuals with mobility limitations to experience similar opportunities to view the Wakarusa River and Kansas River valleys that is afforded by climbing to the top of the timber observation tower, (b) provide a way to share the history of the area that is visible from the park in the form of panorama panels that would identify and discuss cultural, historical, and ecological items of interest, and (c) create a restored prairie with native plants to replace the trees that block the view in the area of the designated ADA accessible viewing platform, which provides an opportunity to discuss the changing ecology of the area as this tree covered cuesta hill was covered in native prairie 150 years ago. The Independence, Inc. Access Task Force, the Self Advocates of Lawrence, and the Kaw Valley Native Plant Coalition fully support this project (see attached letters of support).

Your narrative should address:

- a. How was the interested and affected public notified and provided opportunity to be involved in planning for and developing your LWCF proposal? Who was involved and how were they able to review the **completed** proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal. **Bob Mikesic, Co-Executive Director of Independence, Inc., and Ray Petty of the Great Plains ADA Center have been involved in the planning and development of this project. Ken Lassman, a member of the family who donated the land to Douglas County for Wells Overlook Park and a representative of the Kaw Valley Native Plant Coalition, has also been directly involved in the planning and development of the project. All three individuals have reviewed and provided input during all phases of the project's development.**

The proposal was presented to the Board of County Commissioners during their regular public meeting on April 4, 2018. The public was notified of the agenda item for discussion by our publishing the agenda on the Douglas County website and a Lawrence Journal-World newspaper article, and was afforded the opportunity to speak during the April 4 commission meeting.

- b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses with this PD/ESF submission.
10. How does this proposal implement statewide outdoor recreation goals as presented in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) (include references), and explain why this proposal was selected using the State's Open Project Selection Process (OPSP).

Goal A: "To measurably enhance outdoor recreation opportunities closer to where people live." The park is centrally located in Douglas County, midway between Lawrence and Baldwin City, within an approximate 15 minute drive from anywhere in the county. The park serves Douglas County's 120,000 residents and a large number of visitors to the area due to there being several universities, schools and other destinations that bring people to this area who are interested in the area's history and features. Because of its location on top of an Osage Cuesta hill overlooking the Wakarusa River and Kansas River valleys with its dramatic vista looking toward Lawrence, Wells Overlook Park is a go-to destination for locals to bring visitors. This project will enhance the experience for all users.

11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contributions. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source	Type of Match	Amount
DGCO Capital Improvement Program	Cash	\$30,224
DGCO Parks budget	In-Kind personnel & equipment costs	\$37,703
DGCO Road & Bridge Fund	In-Kind personnel & equipment costs	\$ 4,453

12. Is this LWCF project scope part of a larger effort not reflected on the SF-424 (Application for Federal Assistance) and grant agreement? **No.** If so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.

List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.

13.
 - **KDWPT review and approval required for improvements to current LWCF site (not commenced)**
 - **KDHE permit for stormwater runoff from construction activities (not commenced; obtain closer to beginning construction activities)**

Proceed to Steps 5 through 7 

To avoid duplication of effort and unnecessary delays, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e.g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.
2. Description of the proposed action and alternatives.
3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes?
4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives.
5. Any mitigation measures to be part of the proposed action.
6. Intergovernmental Review Process (Executive Order 12372):
Does the State have an Intergovernmental Review Process? Yes ☐ No ☐. If "Yes", has the LWCF Program been selected for review under the State Intergovernmental Review Process? Yes ☐ No ☐. If "Yes", was this proposal reviewed by the appropriate State, metropolitan, regional and local agencies, and if so, attach any information and comments received about this proposal. If proposal was not reviewed, explain why not.
7. Public comment periods (how long, when in the process, who was invited to comment) and agency response.
8. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.
9. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s), and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

Proceed to Steps 6 through 7 

Step 6. Environmental Screening Form (ESF)

This portion of the PD/ESF is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation in Step 7 that the proposal either:

1. meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary; or
2. requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA. The ESF contains two parts that must be completed:

Part A. Environmental Resources

Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see A.24 on the ESF) if not included in the list.

Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer "yes" or "maybe" for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all "yes" and "maybe" answers on a separate sheet.

A. ENVIRONMENTAL RESOURCES Indicate potential for adverse impacts. Use a separate sheet to clarify responses per instructions for Part A on page 9.	Not Applicable - Resource does not exist	No/Negligible Impacts - Exists but no or negligible impacts	Minor Impacts	Impacts Exceed Minor EA/EIS required	More Data Needed to Determine Degree of Impact EA/EIS required
1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.		X			
2. Air quality		X			
3. Sound (noise impacts)		X			
4. Water quality/quantity		X			
5. Stream flow characteristics		X			
6. Marine/estuarine	NA				
7. Floodplains/wetlands	NA				
8. Land use/ownership patterns; property values; community livability		X			
9. Circulation, transportation		X			
10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing		X			
11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	NA				
12. Unique or important wildlife/ wildlife habitat		X			
13. Unique or important fish/habitat	NA				
14. Introduce or promote invasive species (plant or animal)		X			
15. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc. <i>Most conversions exceed minor impacts. See Step 3.B</i>			X Approx. ½ acre non-native grasses & pioneer trees affected by adding parking area, sidewalk, picnic area, viewing area and walkway. None of the existing 16.49 acre park resources are negatively affected by this project.		
16. Accessibility for populations with disabilities		X Accessibility for non-ambulatory visitors is substantially improved with this proposal			
17. Overall aesthetics, special characteristics/ features		X Historical panorama will add educational and aesthetic value to the overlook and significantly increase overlook opportunities			
18. Historical/cultural resources, including landscapes, ethnographic,		X			

archeological, structures, etc. Attach SHPO/THPO determination.					
19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure		X			
20. Minority and low-income populations		X			
21. Energy resources (geothermal, fossil fuels, etc.)	NA				
22. Other agency or tribal land use plans or policies	NA				
23. Land/structures with history of contamination/hazardous materials even if remediated	NA				
24. Other important environmental resources to address.		X			

B. Mandatory Criteria <i>If your LWCF proposal is approved, would it...</i>	Yes	No	To Determine
1. Have significant impacts on public health or safety?		X	
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O. 11988); and other ecologically significant or critical areas.		X	
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?		X	
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?		X	
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?		X	
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		X	
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office. (Attach SHPO/THPO Comments)		X	
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		X	
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?		X	
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?		X	
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?		X	
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of		X	

Environmental Reviewers	
The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.	
1. 2. 3.	
The following individuals conducted a site inspection to verify field conditions. <i>List name of inspector(s), title, agency, and date(s) of inspection.</i>	
1. 2. 3.	
Signature of LWCF sub-recipient applicant here: _____ Date: _____	



Criteria for Development Projects

SELECTING DEVELOPMENT PROJECTS FOR A GRANT APPLICATION

A development project may consist of new construction or the renovation of a facility or group of related facilities designed to provide facilities for public outdoor recreation on lands or waters owned by or leased to the sponsor. A project may include the complete or partial development of one area such as a neighborhood park, or it may include a series of identical developments on several separate areas such as development of picnic facilities in several parks.

L&WCF assistance may be used to develop outdoor recreation or support facilities as follows:

Once developed, a project must remain in public outdoor recreation use for the life of the facility. In addition, the land on which the facilities were constructed falls under the jurisdiction of the Land and Water Conservation Fund Act which specifies that **the land must remain an outdoor recreation site in perpetuity**. Any proposed changes in the use of the site or facility must receive prior approval from the KDWP and in some cases, NPS.

SITE LOCATION, CONTROL, AND TENURE

Facilities may be built on park sites under the control and tenure of the sponsor. Project sites may be leased to the sponsor for a minimum of 25 years and may be renewable. After the lease is terminated, the sponsor must assure that the land will remain in public outdoor recreational use, forever, as required by the L&WCF Act. If the development will have a longer period of service, the lease must extend for a time equal to or greater than the expected useful life of the facilities.

1. Public School Grounds - Facilities for coordinated use by the general public and by public schools are eligible for L&WCF assistance, provided such facilities are not part of the normal and usual program and responsibility of the educational institution. Facilities needed to meet the physical education and athletic program requirements of a school will not receive L&WCF assistance. This policy does not preclude exclusive school use of certain facilities such as athletic fields, tennis courts, or swimming pools at certain times for instruction or competition, provided there is adequate public use at other times. The grant application must include a schedule of the times when the facility will be available to the public, which must be not less than 50% of the usable time. **Additionally, signs must be installed at the site,**

prior to final payment on the project, indicating when the outdoor recreation facilities are available to the public.

2. Tourist Areas - Facilities may be located in primary or potential tourist market areas, provided their primary purpose is for public outdoor recreation as opposed to entertainment or economic development.

3. Historic Sites - Outdoor recreation and support facilities may be located on historic sites or in conjunction with historic structures. Recreational use of the site must be compatible, rather than detrimental to the historical aspects.

ELIGIBLE TYPES OF DEVELOPMENT

Development projects that are eligible for assistance include, but are not limited to, the following:

1. Boating - Facilities for motorboating, sailing, canoeing, kayaking, rowing, and other boating activities. These facilities may include docks, berths, launching ramps, breakwaters, mechanical launching devices, boat lifts, storage spaces, sewage pumpout facilities, fuel depots, and excavated boat basins and channels.

2. Camping - Tent and trailer sites, tables, fireplaces, restrooms, information stations, snackbars, and utility outlets.

3. Energy Conservation - Solar energy systems, earth berms, window shading devices, energy lock doors, metal halide lights, insulation, and other energy efficient design methods and materials. Additionally, power systems which maximize a facility's use of renewable or non-polluting energy resources such as windmills and water power systems may also be eligible as support facilities.

4. Exhibit Facilities - Arboretums, outdoor nature exhibits, nature interpretive centers, community gardens, certain types of zoo facilities, and other similar developments. Exhibit facilities will not be funded if the primary function is for academic, historic, economic, entertainment or other nonrecreation purposes. This restriction includes fairgrounds, archaeological research sites and others.

recreation area which serves the general public. The emphasis for any facility should be to provide recreational access for users of all abilities.

5. Fishing and Hunting - Trails, fishing piers and access points, initial clearing, planting of forage and cover, and stream improvements.

6. Access for Handicapped Users - Adaptation of new or existing outdoor recreation facilities and support facilities for users of all abilities. **Outdoor recreation facilities to be used exclusively by handicapped people are not eligible unless the facilities are available to the general public or are part of an outdoor recreation area which serves the general public.** The emphasis for any facility should be to provide recreational access for users of all abilities.

7. Picnicking - Family and group picnic shelters, tables, fireplaces, grills, and trash receptacles.

8. Renovated Facilities - Extensive renovation or redevelopment to bring a facility up to standards of safety, quality, and attractiveness suitable for public use. Renovations are most often made to meet

public health and safety requirements. Renovation projects are not eligible if the facility's deterioration is due to inadequate maintenance during the reasonable life of the facility.

9. Spectator Facilities - Amphitheaters, bandstands and modest seating areas related to playfields and other eligible facilities. Spectator facilities may not be primarily for professional, semi-professional or interscholastic events. Bleachers or modest seating areas are encouraged (near recreation facilities) for handicapped people, elderly citizens, and general public.

10. Sports and Playfields - This includes a wide variety of sport facilities, including fields for baseball, softball, soccer, football, basketball, tennis courts, outdoor racquetball courts, golf courses, equestrian arenas, running tracks, playgrounds, and tot lots.

11. Sport Shooting - Examples include rifle/ pistol ranges, trap/skeet fields and archery ranges.

12. Swimming - Swimming beaches, outdoor pools, wading pools, spray pools, wave-making pools, lifeguard towers, bathhouses, and other similar facilities.

13. Trails - Funds are available for development and marking of overlooks, turnouts and trails for nature walks, hiking, bicycling, horseback riding, exercising, skiing, snowmobiling, and other trail activities.

14. Winter Sport Facilities - Such as cross country ski trails, downhill ski runs, jumps, lifts, slopes, and snowmaking equipment. Also included are facilities for ice skating, tobogganing, iceboating, sled runs, ice hockey rinks, and warming shelters.

15. Support Facilities for Outdoor Recreation - Includes entrance and circulation roads, fences, utilities, sanitation systems, dams, erosion control works, maintenance structures, parking areas, restroom buildings, concession stands, walkways, operation and maintenance facilities and others. Some landscaping costs and equipment to make a recreation facility operational are eligible. Roads outside the boundaries of the park which provide access to the recreation site and are not part of a state, county, or local road system are eligible. The access corridors must be owned or adequately controlled by the project sponsor. The principle objective must be to serve the park and visitors. Relocation of power lines, dredging, and restoration of publicly owned lakes are also eligible. Support facilities must serve eligible recreation facilities. **Projects which consist only of support facilities are eligible for funding but carry a low priority.**

INELIGIBLE TYPES OF DEVELOPMENT

The types of development that are ineligible for assistance include, but are not limited to:

1. Amusement Facilities - Such as carousels, Ferris wheels, children's railroads, pioneer towns, livestock and produce exhibits, commemorative exhibits, and convention facilities.

2. Facilities for Handicapped Individuals - Development of outdoor recreation facilities and/ or support facilities to be used exclusively by handicapped persons.

3. Housing - Construction of, and/or furnishings for, employee residences. Other ineligible activities include construction or renovation of lodges, motels, luxury cabins, or non-austere cabins.

4. Historic Preservation - Restoration or preservation of historic structures.

5. Interpretive Facilities - Development of facilities which go beyond interpreting the project site and its immediate surrounding area.

6. Mobile Recreation - Such as playmobiles, swimmobiles, showwagons, puppet wagons, and portable bleachers.

7. Professional Activities - Development of areas and facilities to be used primarily for semiprofessional or professional arts and athletics, such as professional types of outdoor theaters or performance areas.

8. Sheltered Facilities - Enclosures which convert an outdoor facility such as a basketball court or picnic shelter into an indoor facility.

9. School Athletic Facilities - Development of school athletic facilities, such as stadiums or running tracks for interscholastic athletics. Athletic fields with grandstands, grandstands or more bleacher seating than would normally be required for park and recreation department athletic programs. Facilities needed to meet the physical education and athletic program requirement of a school or facility that will be used more than 50% of the time by the schools.

10. Support Facilities - Facilities such as roads and sewer systems developed to exclusively serve ineligible facilities. Roads which are part of local road systems extending beyond or through the boundaries of the project area.

11. Zoo - Facilities at a zoo for indoor displays, or interpretive areas, and permanent housing which are not displayed in an outdoor setting.

In general, the construction of ineligible recreation facilities on land purchased with L&WCF assistance will not be permitted unless all of the following conditions are met:

- 1. They are financed by other than L&WCF monies.**
- 2. They are compatible with the outdoor recreation uses of the area.**
- 3. Prior to construction, approval is obtained from the Kansas Department of Wildlife, Parks and Tourism and the Federal Government.**

ELIGIBLE DEVELOPMENT COSTS

Professional Services

Consultants for L&WCF projects may be hired through the competitive bidding process. A scope of services desired by the project sponsor needs to be prepared and normal advertisement procedures followed. The sponsor should request proposals from firms and select several of those submitting proposals for an interview. Firms should be selected based on their professional qualifications, experience, and quality of past performance. Hiring the lowest bidder is not required; however, a written explanation of the process used in hiring a consultant must be submitted to the grants section with the contract. During the negotiation process, all bidders must be treated equally and given the same opportunities to revise their bids.

Federal regulations will not allow payment of consulting fees on a percent of the construction contract basis. The consultant may be paid according to: (1) fixed price, (2) hourly basis, (3) daily basis, or (4) actual expenses incurred. The contract must specify the payment method. Consulting fees may

not be paid to federal, state, or project sponsor's employee unless such a payment is specifically agreed to by KDWPT and NPS.

Typical eligible consultant costs include: feasibility studies, site planning, Environmental Assessment preparation, cost estimates, archaeological work, and construction plans and specifications. Costs incurred for designing facilities not developed in the project are ineligible. Pre-agreement costs necessary to prepare the application are eligible and must be identified in the application. If a consultant is hired after the application is submitted, the project sponsor must notify the grants staff.

Construction

Allowable construction costs include all necessary construction activities, from site preparation (including demolition, excavation, grading, etc.) to the completion of a facility. Construction may be carried out through a contract with a private firm, by use of the sponsor's own personnel and equipment (force account).

Contract Construction Wages

Wage rates established for construction project employees must equal the prevailing wage rate for the area. Since those rates change periodically, a new State Wage Rate Scale must be requested and included in the specifications when construction is bid in a L&WCF project. The L&WCF program is not subject to the *Davis Bacon Act*, so contractors are not bound to construction wage rates established by the U.S. Department of Labor, unless other federal funds subject to the *Davis Bacon Act* are used as the local share. To obtain the current prevailing wage rate scale for an area, please contact:

U.S. Department of Labor
Wage & Hour Office
Federal Building
444 SE Quincy
Topeka KS 66683
Telephone: (913) 295-2526

Materials

Materials may be purchased for a specific project, and should be charged to a project at their actual price, less discounts, taxes, rebates, etc. Prices assessed to donated materials included in the matching share should be reasonable and should not exceed current market prices at the time they are charged to the project. Records of in-kind contributions of material shall indicate the fair market value by listing the comparable prices and vendors.

Equipment

The cost of renting equipment to construct a facility is generally eligible for LWCF matching assistance. The cost of purchasing equipment may also be eligible, but sponsors must provide the grant coordinator with information which clearly shows that it is more economical to purchase an item than to lease it. These items might include air compressors, concrete equipment, pumps, tools, etc.

Permanent recreational equipment, installed as part of the site facilities, is eligible for matching assistance. Examples would include life guard stands, bicycle racks, picnic grills, and trash receptacles.

Other eligible equipment include bases for a softball field or tennis and soccer nets, which are necessary to make a facility initially operational. Only the first of such items may be claimed for reimbursement.

Information and Interpretation

Fund assistance may share the costs of providing information directly related to a project, as distinguished from publicity. These may include: signs giving information and directions at the entrances of recreation areas and other necessary places throughout the project site; display boards; dioramas; interpretive facilities for the explanation of items of interest; and other facilities required to explain the site and bring it to public attention.

METHODS OF DEVELOPING FACILITIES

Development of a project site may be by contract or force account. The method which will be used must be indicated in the Program Narrative as part of the grant application. The procedures regarding each of these construction methods are explained below:

Contract - The most common and preferred method of developing an area is by contract because the project sponsor is assured that the construction will be completed by a designated date according to predetermined work standards.

The Federal Government requires that competitive, open bidding be undertaken for all federally assisted contracts in excess of \$25,000, unless this requirement is waived by the federal agency. All construction associated with a Land and Water Conservation Fund project which exceeds \$25,000 must be competitively bid, as required by federal law. Please note that the total contract, rather than the amount of federal assistance, shall be the governing factor in determining whether contracts or subcontracts exceed \$25,000.

Project sponsors must inform bidders that Land and Water Conservation Fund monies will be used to assist in the park development, and that all relevant requirements will apply. It is preferable to include this information in the bid invitations or in notices released prior to bid invitations. The federal government requires that certain information be included in the specifications for and as part of all contracts, and that certain documents be filed, on projects for which federal reimbursement will be requested.

There are three sections to the L&WCF Contract Requirements: (1) the first section explains the procedures and responsibilities of the sponsor with regard to these federal requirements; (2) the second section is an explanation for the prime and subcontractors of how they can meet the federal requirements and which documents they must execute and retain on file. This section may either be included as part of the specifications or given to the successful bidder at the preconstruction meeting. **(3) the third section must appear verbatim in the specifications for any contract or purchase for over \$25,000.** If these pages are not included in the specifications given to the bidders prior to bidding, the cost of the resulting construction contract will not be eligible for reimbursement.

If an architectural or engineering firm prepares the specifications, make sure their standard contractual statements do not conflict with federal requirements. Conflicts may include termination terms, breach of contract, and types and amounts of bonds required.

The contracts must be written in such a way that the construction specifications, including the federal contract provisions, are incorporated into the scope of the contract. Failure to follow these procedures will jeopardize reimbursement for the project.

A copy of all plans and construction specifications, including addenda must be submitted to the grants staff for approval prior to advertising for bids. In addition, copies of the bid tabulation summary sheet and all construction contracts must be submitted within fifteen days after award of the contract. Change orders to the contract should first be cleared with the grant coordinator before the change order is negotiated.

The contract award should be made to the individual or firm whose bid is most advantageous to the project sponsor. Contracts must be awarded to responsible contractors or suppliers who have the ability to perform successfully under the terms and conditions of the contract. Consideration should be given to such matters as contractor integrity, record of past performances, financial and technical capability, and accessibility to the necessary resources.

Force Account - The second method which may be utilized to develop a project site is through force account. A sponsor may choose to use its own employees, equipment, or materials in the development of facilities, rather than contract with an outside company.

Force account cannot be used to circumvent a competitive bidding process. Federal law requires that all construction over \$25,000 be competitively bid. The Federal Government does not limit the amount of work which can be done by force account, so in accordance with State law, all force account work on L&WCF projects must cost no more than \$25,000. If information is needed about state bidding regulations or federal procurement procedures, contact the grant coordinator.

If a sponsor plans to claim force account costs, this intent must be stated in the application documentation and in the explanation of any subsequent project amendment requests.

Adaptation of Facilities for Handicapped Persons

NPS requires that facilities developed with assistance from the L&WCF must be designed in conformance with the Architectural Barriers Act of 1968 as amended. The Act insures that structures financed with federal funds are designed and built to be accessible to handicapped people. The Uniform Federal Accessibility Standards give acceptable designs for making park and recreation facilities accessible. Some examples include:

1. Curb cuts or ramps which provide easy access to sidewalks.
2. Gradually-sloped, hard surfaced walkways leading to all park facilities visited by park users.
3. Playground equipment designed to accommodate handicapped children.
4. Picnic sites with tables designed for persons in wheel chairs.
5. Water fountains, public telephones, and similar facilities designed to permit use by all users.
6. Hard surfaced, signed parking spaces for handicapped persons.

APPLICATION CHECKLIST

Please ensure all information and documentation is included in your application prior to submission. In fairness to other applicants who have met all requirements, incomplete applications will NOT be considered for funding. If you have any questions or need additional clarification, please contact our office before submitting your application.

- **Signed Project Application Summary (Cover Page)**
 - Appropriate Authorized Representative
- **Section I Project Narrative**
 - Project Justification
 - Project Description
- **SECTION II – Financial Profile**
 - Local Funding Statement
 - Cost Estimates
 - Budget Information
- **SECTION III – Property Information/Maps**
 - Property Deed, Title Insurance, Title Opinion
 - Project Location Map
 - Project 6(f)(3) Boundary Map
 - Project Site Map
 - Floor Plan (If applicable)
- **SECTION IV – Environmental Assessment**
 - PDESf
- **SECTION V – Supplemental Attachments**
 - Assurance Resolution
 - Maintenance Statement
 - Energy Conservation Statement
 - Certified Overhead and Powerline Statement
 - Affirmative Action Plan
 - Comprehensive Plan/5 Year Plan
 - Current or Contemplated Agreements

PROJECT QUANTITIES
Wells Overlook - Handicap Accessible Additions (Option 1 + Option 3)

[illegible]