

We encourage everyone to view the meeting live via YouTube.

***Leavenworth County  
Board of County Commissioners  
Regular Meeting Agenda***

300 Walnut Street, Suite 225

Leavenworth, KS 66048

February 4, 2026

9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENT PRAYER
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be allowed at the beginning of each meeting and opened again at the end of the meeting after all regularly scheduled agenda items. Comments shall be limited to five minutes per person; however, commenters may speak for up to five minutes at both the beginning and end of each meeting. There should be no expectation of interaction by the Commission during this time. Everyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow-up if needed prior to the meeting. During times when the Courthouse is closed to the general public anyone wishing to make public comment will provide their comments in writing no later than 8:00 a.m. the Monday immediately preceding the meeting. The comments will be included and distributed with the normal meeting packet.
- V. ADMINISTRATIVE BUSINESS:
  - a) County Clerk report
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of the meeting of January 28, 2026
- b) Approval of the schedule for the week of February 9, 2026
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to accept the quote from Election Systems & Software to upgrade election tabulating and reporting equipment in the amount of \$254,245.00.
- b) Consider a motion to approve the proposed changes to the Council on Aging Advisory Board by-laws.
- c) Consider a motion to reappoint Jennifer Grasela to the Council on Aging Advisory Board for a 3-year term.
- d) Consider a motion to approve and authorize the chairperson to sign the Council on Aging's Older Americans Act Title III programs grant for FFY 26.
- e) Consider a motion to approve a 5-year lease agreement from Kan Equip for two JCB articulating wheel loaders.
- f) **Resolution 2026-5, a special use permit for M&K Estates, LLC (Countryside Chalet)**
  - Consider a motion that the proposed special use permit complies with the Golden Factors and move to adopt Resolution 2026-5 and conditionally approve the special use permit as outlined in Case DEV-25-124 based on the recommendation and conditions of the Planning Commission, the findings as set forth in the staff report and as substantiated by the facts, testimony and evidence presented at the public hearing.
  - Consider a motion that the proposed special use permit does not comply with the Golden Factors (**list factors**) and move to deny Resolution 2026-5 and deny the special use permit as outlined in Case DEV-25-124.

- Consider a motion that the proposed special use permit complies with the Golden Factors and move to adopt Resolution 20265 and conditionally approve the special use permit as outlined in Case DEV-25-124 based on the recommendation and conditions of the Planning Commission, the findings as set forth in the staff report and as substantiated by the facts, testimony and evidence presented at the public hearing and subject to the following additional conditions (**list conditions or modifications**).

g) **Resolution 2026-6, a special use permit for Tri-Hull Crane Rental, LLC**

- Consider a motion that the proposed special use permit complies with the Golden Factor and move to adopt Resolution 2026-6 and conditionally approve the special use permit as outlined in Case DEV-25-137 based on the recommendation and conditions of the Planning Commission, the findings set forth in the staff report and as substantiated by the facts, testimony and evidence presented at the public hearing.
- Consider a motion that the proposed special use permit does not comply with the Golden Factor (**list factors**) and move to deny Resolution 2026-6 and deny the special use permit as outlined in Case DEV-25-137.
- Consider a motion that the proposed special use permit complies with the Golden Factors and move to adopt Resolution 2026-6 and conditionally approve the special use permit as outlined in Case DEV-25-137 based on the recommendation and conditions of the Planning Commission, the findings as set forth in the staff report and as substantiated by the facts, testimony and evidence presented at the public hearing and subject to the follow additional conditions (**list conditions or modifications**).

- h) Consider a motion to appoint a member of the Leavenworth County Commission to the Kansas City Area Transit Authority Board for a four-year term.

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

- a) Executive session if needed

IX. ADJOURNMENT

**WORK SESSION TO DISCUSS RESOLUTION  
REGARDING ANIMAL REGULATIONS IN  
UNINCORPORATED AREAS OF THE COUNTY**

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, February 2, 2026**

**Tuesday, February 3, 2026**

**Wednesday, February 4, 2026**

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

**Thursday, February 5, 2026**

**Friday, February 6, 2026**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

\*\*\*\*\*January 28, 2026 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, January 28, 2026. Commissioner Smith, Commissioner Dove, Commissioner Culbertson, Commissioner Reid and Commissioner Stieben are present; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Connie Harmon, Council on Aging Director; Jamie Miller, EMS/Health Department Director; Aaron Yoakam, Buildings and Grounds Director; John Jacobson, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Culbertson reported on the sales tax bill he testified on last Wednesday in Topeka.

Commissioner Smith mentioned the work session with the superintendents on voter enhancement.

*A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to accept the consent agenda for Wednesday, January 28, 2026, as presented.*

*Motion passed, 5-0.*

Amy Allison presented Case DEV-25-141/142, a preliminary and final plat for Schitt's Creek.

*A motion was made by Commissioner Reid and seconded by Commissioner Smith to find that the final plat as outlined in Case DEV-25-142 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.*

*Motion passed, 5-0.*

Misty Brown presented two resolutions for establishing a transient guest tax.

*A motion was made by Commissioner Smith and seconded by Commissioner Dove to approve Charter Resolution 2026-CR1, establishing a 6% transient guest tax to promote tourism and conventions in Leavenworth County.*

*Motion passed, 4-1, Commissioner Reid voting nay.*

Bill Noll requested approval of a contract for the bi-annual bridge inspections.

*A motion was made by Commissioner Reid and seconded by Commissioner Dove to approve the fee proposal and contract with Finney and Turnipseed for the 2026 bi-annual bridge inspections in the amount of \$73,700.00.*

*Motion passed, 5-0.*

Mr. Noll requested approval of a lease proposal for dump trucks.

***A motion was made by Commissioner Smith and seconded by Commissioner Dove to approve the proposal from Nextran Truck Center for the lease of four fully equipped dump trucks.  
Motion passed, 4-1 Commissioner Reid voting nay.***

Connie Harmon presented the quarterly report for Council on Aging.

Aaron Yoakam presented the quarterly report for Buildings and Grounds.

Jamie Miller presented the quarterly reports for EMS and the Health Department.

Mr. Noll presented the quarterly report for Public Works.

Commissioner Dove will be traveling to Topeka to set on a board that are trying to find ways to educate individuals who are going to be in legislation on how county government works.

Commissioner Culbertson will be meeting with the Easton superintendent to discuss voter enhancement.

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

The Board adjourned at 10:58 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, February 9, 2026**

**Tuesday, February 10, 2026**

**Wednesday, February 11, 2026**

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

**Thursday, February 12, 2026**

12:00 p.m.      LCDC meeting

**Friday, February 13, 2026**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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



START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

<u>WARRANT NUMBER</u>	<u>CHK TYPE</u>	<u>WARRANT DATE</u>	<u>VEND #/ PCH DOC #</u>	<u>VENDOR NAME/ ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TOTAL</u>
				6-001-5-06-301	CC STATEMENT JAN CHAMBERLAIN	38.47-	
				6-001-5-06-203	CC STATEMENT JAN JACOBSON	104.00	
				6-001-5-23-209	CC STATEMENT JAN AP	494.25	
				6-001-5-28-215	CC STATEMENT JAN HR	23.36	
				6-001-5-07-202	CC STATEMENT JAN SO	95.00	
				6-001-5-07-254	CC STATEMENT JAN SO	59.99	
				6-001-5-07-357	CC STATEMENT JAN SO	29.10	
				6-001-5-07-362	CC STATEMENT JAN SO	45.48	
				6-001-5-07-213	CC STATEMENT JAN SO	219.00	
				6-001-5-07-362	CC STATEMENT JAN SO	236.77	
				6-001-5-07-301	CC STATEMENT JAN MCCAULLY	159.65	
				6-001-5-07-303	CC STATEMENT JAN MCCAULLY	106.95	
				6-138-5-00-224	CC STATEMENT JAN HARDISON	46.98	
				6-106-5-00-300	CC STATEMENT JAN HARDISON	298.18	
				6-160-5-00-202	CC STATEMENT JAN SALDIVAR	282.02-	
				6-160-5-00-303	CC STATEMENT JAN SALDIVAR	229.80	
				6-160-5-00-213	CC STATEMENT JAN SALDIVAR	345.41	
				6-001-5-11-203	CC STATEMENT JAN THOMPSON	1,100.00	
				6-001-5-11-301	CC STATEMENT JAN GRAHAM	1,334.73	
				6-001-5-02-301	CC STATEMENT JAN SLOOP	90.15	
				5-001-5-49-301	CC STATEMENT MONROE	2.30	
				6-001-5-14-212	CC STATEMENT JAN AP	13.98	
				6-144-5-00-2	CC STATEMENT JAN CAMPBELL	31.10	
				6-144-5-00-3	CC STATEMENT JAN CAMPBELL	226.57	
				5-145-5-00-254	CC STATEMENT JAN HARMON	79.96	
				6-145-5-00-750	CC STATEMENT JAN KELLOGG	388.89	
				6-145-5-00-750	CC STATEMENT JAN HOWARD	58.40	
				6-147-5-00-3	CC STATEMENT JAN COA	1,469.00	
				6-145-5-00-210	CC STATEMENT JAN OWENS	60.00	
				6-135-5-00-200	CC STATEMENT JAN HERRERA	21.50	
				6-001-5-19-217	JAN STATEMENT CLEMENS	350.00	
				5-001-5-19-217	CC STATEMENT JAN CLEMENS	321.42	
				6-001-5-41-370	CC STATEMENT JAN MURRAY	688.20	
				6-127-5-00-3	CC STATEMENT JAN BERRY	86.22	
				6-135-5-00-200	CC STATEMENT JAN BERRY	39.80	
				6-135-5-00-200	CC STATEMENT JAN IOANNONE	6.00	
				5-001-5-01-213	CC STATEMENT JAN DOVE	732.65	
				5-001-5-01-213	CC STATEMENT JAN MATZEDER	14.30	
				5-001-5-01-213	CC STATEMENT JAN SMITH	492.59	
				6-001-5-31-291	CC STATEMENT JAN B & G	1,396.01	
				6-001-5-31-313	CC STATEMENT JAN B & G	39.73	
				6-001-5-31-318	CC STATEMENT JAN B & G	219.36	
				6-001-5-31-384	CC STATEMENT JAN B & G	219.36	
				6-001-5-32-391	CC STATEMENT JAN B & G	41.89-	
				6-001-5-33-280	CC STATEMENT JAN B & G	1,396.01	
				6-001-5-31-391	CC STATEMENT JAN B & G	462.14	
				6-133-5-00-301	CC STATEMENT JAN PW	1,371.68	
				6-133-5-00-364	CC STATEMENT JAN PW	64.98	
				6-133-5-00-360	CC STATEMENT JAN PW	514.92	
				6-133-5-00-214	CC STATEMENT JAN PW	438.82	

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-133-5-00-311	CC STATEMENT JAN PW	79.62	
				6-133-5-00-312	CC STATEMENT JAN PW	626.88	
				6-133-5-00-360	CC STATEMENT JAN PW	1,356.41	
				6-133-5-00-209	CC STATEMENT JAN PW	85.00	
				6-133-5-00-365	CC STATEMENT JAN PW	362.41	
				6-133-5-00-301	CC STATEMENT JAN PW	20.98	
				6-133-5-00-364	CC STATEMENT JAN PW	518.37	
				6-133-5-00-208	CC STATEMENT JAN PW	90.00	
				6-133-5-00-209	CC STATEMENT JAN PW	178.09	
				6-133-5-00-365	CC STATEMENT JAN PW	678.16	
				6-133-5-00-312	CC STATEMENT JAN PW	22.46	
				6-001-5-53-202	CC STATEMENT JAN PW	507.38	
				6-001-5-53-207	CC STATEMENT JAN PW	129.09	
				6-001-5-42-215	CC STATEMENT JAN PW	1,485.00	
				6-137-5-00-320	CC STATEMENT JAN PW	274.40	
				6-137-5-00-320	CC STATEMENT JAN PW	615.92	
				6-145-5-00-750	COA JAN	1,619.39	
				6-001-5-41-301	APPRAISERS JAN	8.33	
				5-144-5-00-2	CAMPBELL COA JAN	1.55	
				6-133-5-00-301	SNEED JAN	132.77	
					WARRANT TOTAL		49,118.53
118252	AP	01/29/2026	4120	AAA LAUNDRY & LINEN SUPPLY CO			
				6-001-5-53-215	UNIFORM RENTALS	103.31	
				6-001-5-53-215	UNIFORM RENTALS	103.31	
				6-133-5-00-215	UNIFOMR RENTALS	231.15	
				6-133-5-00-312	UNIFOMR RENTALS	254.48	
				6-133-5-00-215	UNIFOMR RENTALS	345.14	
				6-133-5-00-312	UNIFOMR RENTALS	259.29	
				6-137-5-00-203	UNIFORM RENTALS	119.51	
				6-137-5-00-203	UNIFORM RENTALS	98.73	
					WARRANT TOTAL		1,514.92
118253	AP	01/29/2026	20588	ADVANTAGE PRINTING			
				6-001-5-05-301	10 WINDOW ENVELOPES LEFT SIDE	288.00	
					WARRANT TOTAL		288.00
118254	AP	01/29/2026	8020	APCO INTERNATIONAL			
				6-174-5-00-202	TRAININF MANUALS FOR 911 DISPA	1,230.00	
					WARRANT TOTAL		1,230.00
118255	AP	01/29/2026	18253	AT&T MOBILITY			
				6-001-5-05-210	AT&T SUP 2 AND PAR 2 BILLS	91.82	
				6-001-5-05-210	AT&T SUP 2 AND PAR 2 BILLS	90.26	
					WARRANT TOTAL		182.08
118256	AP	01/29/2026	1737	AT&T			
				6-174-5-00-210	911 TOWERS	376.51	
					WARRANT TOTAL		376.51
118257	AP	01/29/2026	2541	BEST PLUMBING SPECIALTIES,INC			
				6-001-5-07-359	JAIL PLUMBING SUPPLIES	241.68	
					WARRANT TOTAL		241.68
118258	AP	01/29/2026	1523	BOB BARKER CO INC			
				6-001-5-07-359	JAIL SUPPLIES	418.00	
					WARRANT TOTAL		418.00

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118259	AP	01/29/2026	1004	ASHLEY BULLOCK LLC 6-001-5-05-201 6-108-5-00-280 6-108-5-00-280	JANUARY MEDICAL DIRECTOR FEES DECEMBER MEDICAL DIRECTOR FEE DECEMBER MEDICAL DIRECTOR FEE WARRANT TOTAL	1,500.00 1,200.00 300.00	3,000.00
118260	AP	01/29/2026	24545	CDW GOVERNMENT INC 6-001-5-18-301 6-194-5-00-3 6-001-5-19-301	DYMO SHARPIE MEMORY CARD PRINTER CLERK ACCOUNTING IFFIC WARRANT TOTAL	67.48 29.67 790.28	887.43
118261	AP	01/29/2026	1043	FEDERAL INSURANCE COMPANY, CHU 6-001-5-14-224	NEW POLICY MACHINERY AND CUSTO WARRANT TOTAL	50,000.00	50,000.00
118262	AP	01/29/2026	164	COLGAN LAW FIRM LLC 5-001-5-09-231	COUNRT APPOINTED ATTORNEY WARRANT TOTAL	741.78	741.78
118263	AP	01/29/2026	1220	CULLIGAN OF GREATER KANSAS CIT 6-136-5-00-203 6-126-5-00-225	WATER COOLER SERVICES WATER COOLER RENTAL WARRANT TOTAL	42.00 42.00	84.00
118264	AP	01/29/2026	17551	DIGGER JIM'S 6-001-5-07-208	CLEANED GREASE PIT WARRANT TOTAL	250.00	250.00
118265	AP	01/29/2026	2588	FOLEY EQUIPMENT 6-137-5-00-320	ELBOWES AND ORINGS WARRANT TOTAL	212.68	212.68
118266	AP	01/29/2026	894	FORENSIC MEDICAL MANAGEMENT SE 5-001-5-13-271 5-001-5-13-271 5-001-5-13-271	AUTOPSY AUTOPSY AUTOPSY WARRANT TOTAL	7,425.00 200.00 150.00	7,775.00
118267	AP	01/29/2026	1037	FRIENDS OF RECOVERY ASSOCIATIO 6-135-5-00-201	OXFORD HOUSE MENS-OPENINGOF HO WARRANT TOTAL	5,000.00	5,000.00
118268	AP	01/29/2026	169	FOR THE RECORD 5-115-5-00-409	REISSUE CHECK FROM 09 25 2025 WARRANT TOTAL	14,780.00	14,780.00
118269	AP	01/29/2026	268	GEN DIGITAL, INC. 6-510-2-00-941	01 2026 PREMIUMS WARRANT TOTAL	2,072.27	2,072.27
118270	AP	01/29/2026	4465	GRONIS HARDWARE INC 6-001-5-07-360 6-001-5-07-357	SNOW SHOVEL AND JAIL MAINTENAN SNOW SHOVEL AND JAIL MAINTENAN WARRANT TOTAL	30.99 64.26	95.25
118271	AP	01/29/2026	2505	INTRINSIC INTERVENTIONS 6-139-5-00-301 6-139-5-00-301 6-127-5-00-3 6-127-5-00-3 6-127-5-00-3	LAB TEST ROSE LAB TEST ROSE LAB COST 29868 LAB COST 29868 LAB COST 29868	65.00 25.00 25.00 25.00 35.00	

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-127-5-00-3	LAB COST 29868	25.00	
				6-127-5-00-3	LAB COST 29868	25.00	
				6-127-5-00-3	LAB COST 29868	25.00	
				6-127-5-00-3	LAB COST 29868	25.00	
				6-127-5-00-3	LAB COST 29868	25.00	
				6-127-5-00-3	LAB COST 29868	25.00	
					WARRANT TOTAL		325.00
118272	AP	01/29/2026	7655	J F DENNEY PLUMBING & HEATING 6-215-5-03-203	ANNEX 725 LAMING RD	8,901.00	
					WARRANT TOTAL		8,901.00
118273	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
118274	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118275	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
118276	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	92.00	
					WARRANT TOTAL		92.00
118277	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118278	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118279	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	59.80	
					WARRANT TOTAL		59.80
118280	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	30.60	
					WARRANT TOTAL		30.60
118281	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118282	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	50.00	
					WARRANT TOTAL		50.00
118283	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	39.00	
					WARRANT TOTAL		39.00
118284	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	90.60	
					WARRANT TOTAL		90.60
118285	AP	01/29/2026	99	[REDACTED]			
				6-001-5-19-205	FEE AND MILEAGE	61.40	
					WARRANT TOTAL		61.40
118286	AP	01/29/2026	99	[REDACTED]			

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-001-5-19-205	FEE AND MILEAGE	44.60	
118287	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		44.60
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118288	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	62.80	
118289	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		62.80
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118290	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	30.60	
118291	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		30.60
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118292	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118293	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	54.40	
118294	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		54.40
				6-001-5-19-205	FEE AND MILEAGE	32.00	
118295	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		32.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118296	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	54.40	
118297	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		54.40
				6-001-5-19-205	FEE AND MILEAGE	50.00	
118298	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		50.00
				6-001-5-19-205	FEE AND MILEAGE	79.40	
118299	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		79.40
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118300	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118301	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	64.20	
118302	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		64.20
				6-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
118303	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118304	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	58.40	
					WARRANT TOTAL		58.40
118305	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60
118306	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118307	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
118308	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	62.80	
					WARRANT TOTAL		62.80
118309	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	65.40	
					WARRANT TOTAL		65.40
118310	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	85.00	
					WARRANT TOTAL		85.00
118311	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
118312	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
118313	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118314	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	40.40	
					WARRANT TOTAL		40.40
118315	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	82.20	
					WARRANT TOTAL		82.20
118316	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	53.00	
					WARRANT TOTAL		53.00
118317	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	36.20	
					WARRANT TOTAL		36.20
118318	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	48.80	
					WARRANT TOTAL		48.80
118319	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	54.20	

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
118320	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		54.20
				6-001-5-19-205	FEE AND MILEAGE	53.00	
118321	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		53.00
				6-001-5-19-205	FEE AND MILEAGE	32.00	
118322	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		32.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118323	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	57.20	
118324	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		57.20
				6-001-5-19-205	FEE AND MILEAGE	51.60	
118325	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		51.60
				6-001-5-19-205	FEE AND MILEAGE	40.40	
118326	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		40.40
				6-001-5-19-205	FEE AND MILEAGE	32.00	
118327	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		32.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118328	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	40.40	
118329	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		40.40
				6-001-5-19-205	FEE AND MILEAGE	55.80	
118330	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		55.80
				6-001-5-19-205	FEE AND MILEAGE	139.20	
118331	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		139.20
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118332	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118333	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	54.40	
118334	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		54.40
				6-001-5-19-205	FEE AND MILEAGE	54.40	
118335	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		54.40
				6-001-5-19-205	FEE AND MILEAGE	48.80	
118336	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		48.80

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-001-5-19-205	FEE AND MILEAGE	48.80	
118337	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		48.80
				6-001-5-19-205	FEE AND MILEAGE	156.00	
118338	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		156.00
				6-001-5-19-205	FEE AND MILEAGE	58.60	
118339	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		58.60
				6-001-5-19-205	FEE AND MILEAGE	60.00	
118340	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		60.00
				6-001-5-19-205	FEE AND MILEAGE	111.20	
118341	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		111.20
				6-001-5-19-205	FEE AND MILEAGE	100.00	
118342	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		100.00
				6-001-5-19-205	FEE AND MILEAGE	46.00	
118343	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		46.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118344	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118345	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	147.60	
118346	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		147.60
				6-001-5-19-205	FEE AND MILEAGE	44.60	
118347	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		44.60
				6-001-5-19-205	FEE AND MILEAGE	37.60	
118348	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		37.60
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118349	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	100.00	
118350	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		100.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118351	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	25.00	
118352	AP	01/29/2026	99	[REDACTED]	WARRANT TOTAL		25.00
				6-001-5-19-205	FEE AND MILEAGE	37.60	
					WARRANT TOTAL		37.60

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
118353	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	119.60	
					WARRANT TOTAL		119.60
118354	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118355	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	158.80	
					WARRANT TOTAL		158.80
118356	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	100.00	
					WARRANT TOTAL		100.00
118357	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
118358	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	100.00	
					WARRANT TOTAL		100.00
118359	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	46.00	
					WARRANT TOTAL		46.00
118360	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	54.40	
					WARRANT TOTAL		54.40
118361	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118362	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
118363	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	100.00	
					WARRANT TOTAL		100.00
118364	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	128.00	
					WARRANT TOTAL		128.00
118365	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	32.00	
					WARRANT TOTAL		32.00
118366	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118367	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118368	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	25.00	
					WARRANT TOTAL		25.00
118369	AP	01/29/2026	99	[REDACTED] 6-001-5-19-205	FEE AND MILEAGE	53.00	

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		53.00
118370	AP	01/29/2026	942	KANSAS LEGAL SERVICES 5-001-5-09-231	COURT APPOINTED ATTORNEY	1,920.00	
					WARRANT TOTAL		1,920.00
118371	AP	01/29/2026	227	LABORATORY CORPORATION OF AMER 6-001-5-07-219	LAB WORK FOR INMATES	202.46	
					WARRANT TOTAL		202.46
118372	AP	01/29/2026	11055	LEAV CO HUMAN SERV COUNCIL 6-145-5-00-258	MEMBERSHIP DUES HARMON, MCINTY	15.00	
					WARRANT TOTAL		15.00
118373	AP	01/29/2026	4755	LEAVENWORTH PAPER AND OFFICE S 6-001-5-07-301	JAIL SUPPLIES	1,527.00	
				6-001-5-07-359	JAIL SUPPLIES	936.00	
				6-001-5-07-359	JAIL SUPPLIES	177.50	
				6-001-5-07-359	JAIL SUPPLIES	248.50	
				6-001-5-07-359	JAIL SUPPLIES	683.68	
				6-001-5-07-359	JAIL SUPPLIES	4,900.00	
				6-001-5-19-301	CREDIT FOR PRIOR TRANSACTION C	79.80	
				6-145-5-00-345	COMSUMABLES	138.56	
				6-145-5-05-301	COMSUMABLES	47.45	
				6-145-5-07-302	COMSUMABLES	3.80	
				6-145-5-00-345	COMSUMABLES	333.57	
				6-145-5-06-301	COMSUMABLES	35.92	
				6-145-5-06-321	COMSUMABLES	123.17	
				6-145-5-07-321	COMSUMABLES	20.53	
					WARRANT TOTAL		9,095.88
118374	AP	01/29/2026	537	CHERRYROAD MEDIA INC 6-160-5-00-201	3 BACKHOES BID PUBLICATION	10.38	
				6-001-5-19-217	LEGAL NOTICE 2024 JC 068	42.74	
				6-001-5-19-217	LEGAL NOTICE 2025 JC 77	43.14	
				6-001-5-19-217	LEGAL NOTICE 2025 JC 077	43.54	
				6-001-5-03-218	LEGAL PUBLICATION FUND BALANCE	47.53	
					WARRANT TOTAL		187.33
118375	AP	01/29/2026	26952	LEGAL LANGUAGE SERVICES 6-001-5-19-221	INTERPRETER JC 134 135	340.00	
					WARRANT TOTAL		340.00
118376	AP	01/29/2026	17677	LEXISNEXIS RISK DATA MGMT (ACC 5-001-5-09-203	DECEMBER AND NOVEMBER MINIMUM	50.00	
				5-001-5-09-203	DECEMBER AND NOVEMBER MINIMUM	50.00	
					WARRANT TOTAL		100.00
118377	AP	01/29/2026	1991	MID-AMERICA REGIONAL COUNCIL 6-174-5-00-210	MARC 911 EQUIPMENT DEC	33,263.55	
					WARRANT TOTAL		33,263.55
118378	AP	01/29/2026	2419	MCKESSON MEDICAL SURGICAL 6-001-5-07-219	MEDICAL SUPPLIES	6.82	
				6-001-5-07-219	MEDICAL SUPPLIES	5.64	
				6-001-5-07-219	MEDICAL SUPPLIES	10.72	
				6-001-5-07-219	MEDICAL SUPPLIES	33.01	
				6-001-5-07-219	MEDICAL SUPPLIES	18.34	
					WARRANT TOTAL		74.53

START DATE: 01/23/2026 END DATE: 01/29/2026

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 CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
118379	AP	01/29/2026	835	C&C CONTAINERS, LLC 6-001-5-07-219	MEDICAL SUPPLIES	1,049.98	
					WARRANT TOTAL		1,049.98
118380	AP	01/29/2026	2059	MIDWEST OFFICE TECHNOLOGY INC 5-146-5-00-219	ANNEX COPIER	102.05	
				6-146-5-00-219	ANNEX COPIER	79.02	
				5-146-5-00-219	ANNEX COPIER	58.15	
				5-146-5-00-219	ANNEX COPIER	60.35	
				6-001-5-02-304	CLERK COPIER	28.36	
				6-001-5-07-219	CANON SERIAL 4JB07726	63.25	
				6-145-5-00-208	CANON COPIER CONTRACT	499.11	
				5-001-5-02-304	CLERKS COPIER	63.89	
				5-001-5-02-304	CLERKS COPIER	20.07	
				5-001-5-02-304	CLERKS COPIER	26.32	
				5-001-5-02-304	CLERKS COPIER	40.89	
				5-001-5-02-304	CLERKS COPIER	21.68	
				6-001-5-11-303	COPIER COST OVERAGE	55.24	
					WARRANT TOTAL		1,118.38
118381	AP	01/29/2026	12240	INTECH SOFTWARE SOLUTIONS, INC 6-117-5-00-303	2025 MODUS ELECTION SOFTWARE S	7,209.00	
					WARRANT TOTAL		7,209.00
118382	AP	01/29/2026	8801	OSBORN LAW OFFICE 5-001-5-09-231	CONFLICT ATTORNEY	4,785.00	
				5-001-5-09-231	COURT APPOINTED ATTORNEY	7,455.00	
					WARRANT TOTAL		12,240.00
118383	AP	01/29/2026	770	BASEHOR UNITED METHODIST CHURC 6-145-5-00-246	FEBRUARY 2026 RENT AND UTILITY	146.00	
				6-145-5-05-202	FEBRUARY 2026 RENT AND UTILITY	50.00	
				6-145-5-07-202	FEBRUARY 2026 RENT AND UTILITY	4.00	
					WARRANT TOTAL		200.00
118384	AP	01/29/2026	865	WEST HAVEN BAPTIST CHURCH 6-145-5-00-246	FEBRUARY TONGANOXIE SITE	146.00	
				6-145-5-05-202	FEBRUARY TONGANOXIE SITE	50.00	
				6-145-5-07-202	FEBRUARY TONGANOXIE SITE	4.00	
					WARRANT TOTAL		200.00
118385	AP	01/29/2026	9759	BALL'S FOOD STORES 6-001-5-19-205	JURT SUPPLIES	23.94	
					WARRANT TOTAL		23.94
118386	AP	01/29/2026	2612	QUALITY REPORTING 6-001-5-19-251	JURY TRIAL CSR FEES	906.20	
					WARRANT TOTAL		906.20
118387	AP	01/29/2026	7098	QUILL CORP 6-001-5-28-301	OFFICE SUPPLIES	343.74	
				6-001-5-28-301	OFFICE SUPPLIES	206.35	
				6-136-5-00-301	OFFICE SUPPLIES	34.00	
				6-136-5-00-341	OFFICE SUPPLIES	34.00	
				6-126-5-00-321	OFFICE SUPPLIES	10.98	
				6-126-5-00-321	OFFICE SUPPLIES	57.02	
					WARRANT TOTAL		686.09
118388	AP	01/29/2026	6713	REILLY & SONS INC			

START DATE: 01/23/2026 END DATE: 01/29/2026

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CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				6-001-5-14-224	INSURANCE	100,221.00	
				6-001-5-14-224	INSURANCE	29,205.00	
				6-001-5-14-224	INSURANCE	52,748.00	
				6-001-5-14-224	INSURANCE	11,303.00	
				6-001-5-14-224	INSURANCE	24,014.00	
				6-001-5-14-224	INSURANCE	591.00	
				6-001-5-14-224	INSURANCE	7,299.00	
					WARRANT TOTAL		225,381.00
118389	AP	01/29/2026	13413	ALLIED SERVICES 6-001-5-07-208	JUSTICE CENTER 601 S 3RD ST	350.00	
					WARRANT TOTAL		350.00
118390	AP	01/29/2026	6917	RURAL WATER DIST #1 6-160-5-00-210	WATER METER CHARGE 1279	26.03	
					WARRANT TOTAL		26.03
118391	AP	01/29/2026	870	SPX AIDS TO NAVIGATION, INC 6-174-5-00-210	TOWER MONITOR	480.00	
				6-174-5-00-210	TOWER MONITOR	480.00	
				6-174-5-00-210	TOWER MONITOR	480.00	
					WARRANT TOTAL		1,440.00
118392	AP	01/29/2026	248	ELIOR, INC 6-001-5-07-261	INMATE MEALS	2,026.23	
				6-001-5-07-261	INMATE MEALS	6,214.95	
				6-001-5-07-261	INMATE MEALS	6,240.94	
					WARRANT TOTAL		14,482.12
118393	AP	01/29/2026	113	SUMMERONE INC 6-126-5-00-321	CANON COPIER	97.99	
				6-136-5-00-243	COPIES	24.84	
				6-136-5-00-203	COPIES	24.84	
					WARRANT TOTAL		147.67
118394	AP	01/29/2026	10703	TIRE TOWN 6-160-5-00-207	SCRAP TIRE RECYCLE	500.00	
					WARRANT TOTAL		500.00
118395	AP	01/29/2026	79	DAVID VAN PARYS 5-001-5-09-231	CONFLICT CINC CASES	5,250.00	
					WARRANT TOTAL		5,250.00
					GRAND TOTAL		476,521.37

START DATE: 01/23/2026 END DATE: 01/29/2026

TYPES OF CHECKS SELECTED: \* ALL TYPES  
CHECK RANGE SELECTED: \* No Check Range Selected

FUND SUMMARY

001	GENERAL	366,177.81
106	OPIOID SETTLEMENT	298.18
108	COUNTY HEALTH	17,969.13
112	EMPLOYEE BENEFIT	377.29
115	EQUIPMENT RESERVE	14,780.00
117	CO CLERK TECHNOLOGY	7,209.00
126	COMM CORR ADULT	207.99
127	COMM CORR ADULT NON GRANT	321.22
133	ROAD & BRIDGE	7,722.75
135	COMM CORR OPIOID	5,067.30
136	COMM CORR JUVENILE	159.68
137	LOCAL SERVICE ROAD & BRIDGE	1,321.24
138	JUV INTAKE & ASSESSMENT	46.98
139	JDC: FAMILY STRONG	90.00
144	PALS (PETS AND LOVING SENIORS	259.22
145	COUNCIL ON AGING	3,823.75
146	COUNTY TREASURER SPECIAL	984.77
147	MEMORIALS (COA)	1,469.00
160	SOLID WASTE MANAGEMENT	829.60
174	911	36,310.06
194	VIOLENT OFFENDERS	29.67
195	JUVENILE DETENTION	93.46
215	CAPITAL IMPROVEMENTS	8,901.00
510	PAYROLL CLEARING	2,072.27
	TOTAL ALL FUNDS	476,521.37

# Leavenworth County Request for Board Action

**Date:** February 4, 2026

**To:** Board of County Commissioners

**From:** County Clerk, Fran Keppler

**Additional Reviews as needed:**

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

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**Action Requested:**

Accept the quote from Election Systems & Software to upgrade election tabulating and reporting equipment in the amount of \$254,245.00

**Recommendation:**

The current election tabulating equipment, DS 200, Electionware reporting software and computer were purchased in 2015. It is recommended that the tabulating machines and reporting software be updated to the current version of DS 300 and EVS 6.5.0.0 reporting desktop.

Funds are available in Election Equipment Reserve. The money has been budgeted for 10 years to cover this expense.

**Budgetary Impact:**

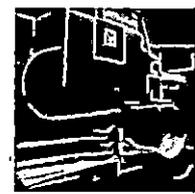
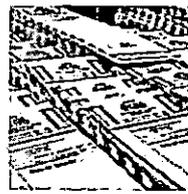
- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

**Total Amount Requested:**

\$254,245.00

**Additional Attachments:**

Quote from ES&S



**Election Systems & Software, LLC**  
 11208 John Galt Blvd  
 Omaha, NE 68137

## EVS 6.5.0.0 Reporting Standard Standalone Desktop System Purchase Order

This Purchase Order is valid through March 27, 2026 (See Note 1).

**Leavenworth County, Kansas**

300 Walnut St Ste: 106  
 Leavenworth, KS 66048

Quantity	Part#	Description	Price	Ext. Price
		<b>EMS WORKSTATION</b>		
1	96194	DELL OPTIPLEX XE5 SFF	\$1,622.00	\$1,622.00
		DELL OPTIPLEX XE5 (Desktop) <ul style="list-style-type: none"> <li>• OptiPlex XE5 Small Form Factor XCTO</li> <li>• Intel Core Ultra 5 245 vPro (14 Cores, up to 5.1GHz)</li> <li>• 16GB (2x8GB) DDR5 Non-ECC Memory</li> <li>• 512GB Solid State Drive</li> <li>• Intel Integrated Graphics</li> <li>• DVD+/-RW Bezel 8x DVD+/-RW 9.5mm Optical Disk Drive</li> <li>• Dell KB216 Wired Keyboard English</li> <li>• Dell Optical Mouse - MS116 (Black)</li> <li>• Trusted Platform Module (Discrete TPM Enabled)</li> <li>• No Anti-Virus Software</li> <li>• ProSupport and Next Business Day Onsite Service Initial, 36 Month(s)</li> <li>• ProSupport and Next Business Day Onsite Service Extension, 24 Month(s)</li> </ul>		
1	96129	MICROSOFT WIN10 IOT ENT 2021 LTSC VALUE	\$128.00	\$128.00
1	96163	DELL P2225H 22" MONITOR 3 YR HDMI VGA DISPLAYPORT	\$203.00	\$203.00
1	96015	UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP 850VA (WORKSTATIONS)	\$174.00	\$174.00
1	10005	BITLOCKER KEY	\$36.00	\$36.00
		<b>MISCELLANEOUS COMPONENTS</b>		
1	97-10049-01	BROTHER HL-EX415DWVS B&W DUPLEX LASER REPORT PRINTER	\$759.00	\$759.00
1	96016	LD 6' USB 2.0 A-B CABLE,T,IVOTR,RTAL 6' USB CABLE	\$8.00	\$8.00

SERVICES				
1	510210	STANDALONE EMS INSTALL	\$1,540.00	\$1,540.00
		<ul style="list-style-type: none"> <li>• Staging of EMS workstations at ES&amp;S Technical Services lab. <ul style="list-style-type: none"> <li>o Includes the installation, configuration, and testing of EMS workstation.</li> </ul> </li> <li>• Equipment is shipped to customer location. <ul style="list-style-type: none"> <li>o Physical installation of workstation and related hardware (Printer, UPS, etc.) performed by customer.</li> </ul> </li> <li>• EMS installation summary documentation provided to customer upon completion of installation.</li> </ul>		
SHIPPING AND HANDLING				
1	FREIGHT	SHIPPING & HANDLING - EMS EQUIPMENT	\$325.00	\$325.00
		<b>Order Total</b>		<b>\$4,795.00</b>

**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** This Purchase Order is valid through the date set forth above (the "Expiration Date"). Due to fluctuating pricing and availability of third party hardware and software, this Purchase Order shall expire and be of no further force and effect in the event the Customer does not sign and return this Purchase Order for execution by ES&S prior to the Expiration Date. In the event this Purchase order expires, ES&S shall provide the Customer with a new purchase order which may include changes in both pricing and third party equipment and software components.

**Note 2:** Unless otherwise indicated, any applicable (City & State) sales taxes have not been included in pricing and are the sole responsibility of Customer.

**Note 3:** Network Cabling is not included.

**Note 4:** Third Party Items are purchased directly from the component manufacturers and lead times may vary. In order to allow ES&S sufficient time to receive, configure, deliver and install the Third-Party Items, ES&S strongly recommends that the Customer sign and return the Purchase Order at least sixty (60) calendar days prior to the Customer's expected delivery date. Delivery and installation at Customer's location shall be scheduled subject to ES&S' receipt and configuration of the Third-Party Items. ES&S shall not be responsible for any delays caused by supply chain shortages or availability of any parts or components of any Third-Party Items.

**Note 5:** ES&S reserves the right to substitute third party equipment and software components contained herein provided such substitutions are of the same or greater quality and such substitutions meet any applicable requirements in order to be used in the jurisdiction.

By signing below, Customer acknowledges that ES&S is purchasing the third party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Leavenworth County KS**      **Quote Date: 1/26/2026**  
**Purchase Proposal Quote**      **Quote Valid Through: 2/25/2026**  
 Submitted by Election Systems & Software

**Purchase Solution Includes:**

Quantity	Item Description	Unit Price	Extended Price
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**Tabulation Hardware**

32	DS300 Poll Place Scanner and Tabulator: DS300 (Includes Internal Backup Battery, One (1) 4GB CFast Card, Paper Roll and One (1) 4GB Thumb Drive)	\$5,995.00	\$191,840.00
32	DS300 Ballot Box with Power Supply and AC Cord	\$1,130.00	\$36,160.00
44	ExpressVote Universal Voting System: 8GB Innodisk	\$130.00	\$5,720.00

**Software**

1	Electionware Election Management Software - Reporting Only Base Package	\$8,300.00	\$8,300.00
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**Services**

1	Implementation Services	\$2,250.00	\$2,250.00
X	Tabulation Equipment Operations Training		
X	Tabulation Equipment Installation		\$4,800.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		\$2,800.00
X	Customer Discount		(\$12,800.00)
X	Trade-In Allowance. Equipment Being Traded-In by Customer Includes: 32-DS200 Scanner 32-DS200 Ballot Box		(\$8,000.00)

**Total Purchase Solution** **\$231,070.00**

**Payment Terms**  
 Amount due within thirty (30) calendar days of contract execution: \$115,535.00  
 Amount due within thirty (30) calendar days of delivery of Hardware and/or Software: \$115,535.00

**Annual Post-Warranty License and Maintenance and Support Fees**  
 (Fees are Based Upon a 1-Year Customer Commitment to Subscribe to the Following Services)

32	Annual Post-Warranty Hardware Maintenance and Support Fees: HMA DS300 - Extended Warranty with Biennial Maintenance	\$200.00	\$6,400.00
32	Annual Post-Warranty Firmware License and Maintenance and Support Fees: Firmware License - DS300	\$115.00	\$3,680.00
1	Annual Post-Warranty Software License and Maintenance and Support Fees: Electionware Election Management Software - Reporting Only Base Package	\$8,300.00	\$8,300.00

**Total Annual Post-Warranty License and Maintenance and Support Fees** **\$18,380.00**

**Footnotes:**

- This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
- The quantity of service days reflects a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
- ES&S will coordinate the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. Customer is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

# Leavenworth County Request for Board Action

**Date:** February 4, 2026  
**To:** Board of County Commissioners  
**From:** Council on Aging

**Department Head Approval:** Connie Harmon

**Additional Reviews as needed:**

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

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**Action Requested:** Approval of the proposed changes to the *Council on Aging* Advisory Board by-laws.

**Recommendation:** Approval

**Analysis:**

The Council on Aging Advisory Board members have proposed the following revisions to the organization's by-laws to best serve older adults in Leavenworth County. The current by-laws have not been amended in 20 years.

- Section 1:
  - Amend number of Board seats from 9 to 7.
- Section 7:

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:** n/a

**Additional Attachments:** Leavenworth County Council on Aging Advisory Board By-Laws



## Leavenworth County

### Council on Aging

711 Marshall Street, Suite 100

Leavenworth, KS 66048

Phone: 913.684.0777 Fax: 913.684.0779

Email: seniors1st@leavenworthcounty.gov

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#### Article III: Leavenworth County Council on Aging Advisory Board

Section 1: *The Advisory Board of 7 members shall be appointed by the Board of County Commissioners for terms of three calendar years. Approximately one third of the Advisory Board is appointed annually. Board members may be reappointed at the end of their initial term for a second three-year term, not to exceed 6 consecutive years. A majority of persons appointed to the Advisory Board shall be at least 50 years of age. Broad representation of the County at large is desired.*

Section 2: *The Advisory Board shall meet 10 times yearly with the Director of the Council on Aging or as needed and requested by the Director. Board members will serve in an advisory capacity to the Director and to the Board of County Commissioners. Required annual public hearings may be held in lieu of meetings.*

Section 3: *The officers of the Advisory Board are elected annually by the Board to serve one calendar year. The officers shall comprise the Executive Committee of the Board. The officers shall be a Chair and Vice-Chair.*

Section 4: *In the event a member of the Advisory Board is unable to complete his/her term due to death, disability, relocation from the County, or non-participation (3 unexcused absences), or resignation, the Advisory Board will recommend a person to the Board of County Commissioners for appointment to the unexpired term.*

Section 5: *The duties of the Chair are to preside at all meetings of the Advisory Board and to act as the spokesperson for the Advisory Board. The Vice-Chair will preside in the absence of the Chair. In the event the Chair is unable to finish a term, the Vice-Chair, if in good standing, will complete the Chair's unexpired term. The Board will elect a new Chair and Vice-Chair annually. Elections will occur in November with the new officers taking office in January.*

Section 6: *The Advisory Board will receive reports on the activities of the Council on Aging from the Director and staff. Board members will provide consultation to the staff concerning program effectiveness, prioritization of new program initiatives and problem resolution. Board members may make recommendations to the Board of County Commissioners on specific issues.*

Section 7: *There will be a meeting in the month of April for the purpose of reporting to the public at large the activities of the Council on Aging. All meetings of the Advisory Board are open to the public. During meetings of the Advisory Board noted as being Public Hearings, comments from the public will be welcomed. Notice of meetings of the Advisory Board will be posted in the reception area of the COA office.*

# Leavenworth County Request for Board Action

**Date:** February 4, 2026  
**To:** Board of County Commissioners  
**From:** Council on Aging

**Department Head Approval:** Connie Harmon

**Additional Reviews as needed:**

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

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**Action Requested:** Approval of the following candidate for appointment to the Council on Aging Advisory Board for a three-year term.

- Jennifer Grasela

**Recommendation:** Approval

**Analysis:** Potential candidate meets the requirement for board service based on the by-laws.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:** n/a

**Additional Attachments:** Reappointment application



Live Well.  
Age Well.

# LEAVENWORTH COUNTY COUNCIL ON AGING

711 Marshall Street, Suite 100  
Leavenworth, KS 66048  
Phone: 913.684.0777 Fax: 913.684.0779  
Email: seniors1st@leavenworthcounty.gov

## ADVISORY BOARD APPLICATION

On behalf of the *Leavenworth County Council on Aging* thank you so much for your interest in board service. We know that those with an interest in being a leadership volunteer have many choices. In our community, there are an array of remarkable organizations engaged in the important work of making our world a better place. We are humbled knowing that you are interested in us.

The following application offers us an opportunity to know more about you, your skills, attributes and what you would bring to our board. It also gives you a sense of what matters to us in any board candidate.

The goal of our process is to determine if we are a good fit for each other – your level of commitment and ability to deliver on our expectations so that we are confident that you can help us to increase the scope and impact of our work. On the other side, we want to know what motivates you and how you think about our organization so that we can help to create an excellent board experience for you.

Thank you again for your interest in our work and for taking the time to complete this application with thought and care. We look forward to reviewing it with that same level of thought and care and to continuing our conversations. Please return your completed application in person or by mail to Connie Harmon, Director or by email at [charmon@leavenworthcounty.gov](mailto:charmon@leavenworthcounty.gov).

### PERSONAL INFORMATION

- Name Jennifer Grasela
- Address [REDACTED]
- Home Number [REDACTED]
- Work Number N/A
- Mobile Number [REDACTED]
- Email Address [REDACTED]
- Employer None
- Employer Address None
- Type of Business / Organization \_\_\_\_\_
- Preferred Method of Contact:     Work     Mobile     Home

## VOLUNTEER EXPERIENCE

Past and Present Membership: Boards, committees, task forces in the public sector (business, civic, community, religious, political, professional, recreational or social). Add most recent experience first.

Organization	Role/Title	Dates of Service
Frontier Army Museum	Board Member	2020 - present
Alpha Delta Kappa (Education Sorority)	President	2023 - 2025

## WHY?

Those committed to volunteering in a leadership capacity have an abundance of organizations to choose from. We are most appreciative of your interest in ours and would like to hear more. Why our organization and not any other? Please share your motivation and what it is about the Council on Aging's work that has led you to raise your hand to be a leading ambassador for us.

I recognize the needs of seniors in our community. Council on Aging does an excellent job providing for all people 50 years old and older. I enjoy being a part of an organization that I admire.

## TIME

Board service is a true commitment of time and energy. We estimate that board service could be a commitment of 2 to 4 hours each month. In addition, we ask Board members to attend 10 monthly, in-person meetings per year.

Do you have any concerns or potential conflicts that may serve as impediments to this time commitment? If so, please explain.

No concerns.

## OTHER

Who recommended you for board service?

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Have you ever been convicted, plead guilty or plead no contest to a crime? If yes, please explain.

No.

Please identify at least two references we may contact.

Name	Relationship	Best Contact (phone or email)
Palmeda Robinson	friend	COA.
Scarlet Ross	friend	

# Leavenworth County Request for Board Action

**Date:** February 4, 2026

**To:** Board of County Commissioners

**From:** Connie Harmon, Director of Council on Aging

**Additional Reviews as needed:**

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

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**Action Requested:**

Approval and the BOCC Chairman's signature for the Council on Aging's Older Americans Act Title III programs grant for FFY 26:

- Kansas Department of Aging Title III-C-I Application for Congregate Meals FY26: \$75,429 with \$8,874 Match Funds.
- Kansas Department of Aging Title III-C-II Application for Homebound Meals FY26: \$59,094 with \$6,952 Match Funds
- Kansas Department of Aging Title III-B Application for Supportive Services FY26: \$63,658 with \$7,489 Match Funds.

**Recommendation:** Approval

**Background:** The Council on Aging applies for Older Americans Act funds each year to supplement the cost of the agency's Nutrition department programming such as *Meals on Wheels* and Human Services department programming such a *Telephoning and Visiting*, social service support, legal services, *Information & Assistance* and outreach. These applications represent the required grant application.

**Alternatives:** Table, Deny, Approve

**Budgetary Impact:**

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

**Total Amount Requested:**

N/A

**Additional Attachments:**

- Kansas Department of Aging Title III-C-I Application for Congregate Meals FY26
- Kansas Department of Aging Title III-C-II Application for Homebound Meals FY26
- Kansas Department of Aging Title III-B Application for Supportive Services FY26

KANSAS DEPARTMENT ON AGING  
TITLE III-B  
APPLICATION FOR  
SUPPORTIVE SERVICES

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2025/2026

APPLICATION  
THE AREA AGENCY ON AGING  
TITLE III OF THE OLDER AMERICANS ACT

1. Title of project: Council on Aging 2. Project Service Area: 01

3. Type of Application:  
 New  Continuation  Revision  Supplement

4. Project Director:  
Connie Harmon, Director  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100  
Leavenworth, KS 66048  
913-684-0777

5. Applicant Agency:  
Michael Smith  
Leavenworth County Commissioner  
Leavenworth County Court House  
300 Walnut  
Leavenworth, KS 66048

6. Authorized to Sign for Applicant  
Michael Smith  
Chairman, Board of Leavenworth  
County Commissioners  
300 Walnut, Leavenworth, Ks 66048

7. Grant Period:  
10/01/2025 through 09/30/2026

8. Type of Organization:  
 Public Agency  
 Private Non-Profit Agency

9. Payee:  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100, Leavenworth, KS 66048

10. Total Cost: \$ 154,499  
Title III B Funds: \$ 63,658

11. Terms and Conditions: It is understood and agreed by the undersigned that: 1.) Funds awarded as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies and procedures of this state and the Administration on Aging of the U.S. Department of Health and Human Services; 2.) Any proposed changes in the proposal approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become part of this agreement; 3.) Attached Assurance of Compliance (Form AOA-441) with the Department of Health and Human Services Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4.) Funds awarded by the Area Agency may be terminated at any time for violations of any terms and requirements of this agreement.

12. Signature: \_\_\_\_\_  
Date \_\_\_\_\_

AGREEMENT

1. In consideration of this agreement the Wyandotte/Leavenworth Area Agency on Aging hereinafter referred to as the Area Agency, agrees to:

(a) Provide to the Leavenworth County Council on Aging of Leavenworth, KS 66048 hereinafter referred to as the applicant agency, for the conduct of the project funds in an amount not to exceed [\\$ 63,658](#) (Federal Funds).

(b) Provide necessary technical assistance.

(c) Fully and promptly advised the applicant agency of all applicable state and federal guidelines and regulations.

(d) Assist the applicant agency in ongoing monitoring and evaluation of the project's accomplishments.

II. In consideration of this agreement, the applicant agency agrees to:

(a) Provide [\\$ 7,489](#) (Match Funds) from applicant agency and other local financial resources to meet part of the cost of the project.

(b) Furnish to the Area Agency such reports at such times and in such manner as shall be required. Agrees to implement and maintain such accounting systems and procedures which are adequate to control and support all fiscal activities under an area agency on aging and to maintain such accounts and supporting documents as will serve to permit an accurate and expeditious determination to be made at any time of the status of the federal grant for the applicant agency, including the disposition of all monies received and the nature and the amount of all charges claimed to be against this agreement.

(c) Assure that any subsequent agreements entered into with individuals, local, public, or private agencies and organizations under the general terms of this agreement shall be subject to all the applicable regulations and instructions of this agreement, and that all expenditures incurred by such agencies or organizations will be in accordance with the cost policies of the Department of Health and Human Services set forth in Title 45 CFR Part 74 Subpart Q.

(d) Has read and agrees to follow the attached agreements and all other applicable regulations, policies and procedures as prescribed by the Area Agency on Aging, the Kansas Department on Aging and the Administration on Aging.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Area Agency Director

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Leavenworth County Council on Aging (hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Kansas Department on Aging, (hereinafter called the "Granter"), a recipient of federal financial assistance from HHS; and HEREBY GIVES ASSISTANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Granter, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Granter.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discount or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and the Grantor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

DATE: \_\_\_\_\_

Leavenworth County Council on Aging  
Applicant

By: \_\_\_\_\_  
Signature and Title of Authorized  
Official of the Applicant

LEAVENWORTH COUNTY COUNCIL ON AGING  
711 MARSHALL STREET, SUITE 100, LEAVENWORTH, KS 66048  
Applicant's mailing address

CODE OF CONDUCT ASSURANCE

The recipient of this award shall develop and maintain a written, signed code or standard of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. Include the following:

- (1) The recipient agency's officers, employees or agents shall neither solicit or accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
- (2) All persons on the policy making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of service under funds from the Older Americans Act.
- (3) Persons serving on advisory councils who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
- (4) Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient agency or by subcontractors or their agents.

(original signature and title of official authorized by grantee to sign on its behalf)

Signed: \_\_\_\_\_

Title: Chairman, Board of Leavenworth County Commissioners

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

(NOTE: Above is not the code but merely assures that such a code will be adopted.)

## AGREEMENTS

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency and the terms and conditioned of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures; and will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency, in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.
3. Agrees to cooperate with the Area Agency in its efforts toward developing a comprehensive and coordinate system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Cost for such training have been included in the budget developed for the project and submitted as part of this application.
5. Agrees to actively seek qualified older persons for paid positions on the project.
6. Agrees to make provisions for volunteer opportunities for older persons.
7. Agrees to cooperate and assist in efforts undertaken by the Area Agency, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the proceeding to evaluate the effectiveness, feasibility and cost of the project.
8. Agrees that no personal information obtained from any individuals in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
9. Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency, Applicant agency agrees to surrender individuals records at the area agency request.
10. Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the area agency, and the nature and amount of all charges claimed against such funds.

11. Agrees to comply with Title VI of the civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participate in this project shall have no such commitments or obligations.

12. Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.

13. All material published in connection with the project described above shall conspicuously acknowledge the support of the Older American Act, the Kansas Department on Aging and the Area Agency. In addition each vehicle provided with Title III funds will carry the identification "Older Americans Act" in letters at least as prominent in size and positions as other identification or signs.

14. That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department on Aging in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days notice.

15. The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department on Aging shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignment or transfer of said project, activity, program or equipment, the Area Agency shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.

16. Agrees to follow priorities set by the Area Agency for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention to low income minority individuals. Understands they may not use a means test..

17. Agrees to specify how the needs of low income minority individuals will be satisfied and to serve low income minority individuals at least in the proportion they represent of the total population in the area served.

18. Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.

19. Agrees to develop a system for collection of contributions which provides each older persons with an opportunity to contribute, protects the privacy of each older persons with respect to his/her contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or can not contribute.

20. Agrees to report all project income and that it be included and used in an approved budget in the period generated.

21. Agrees that the proper staff persons responsible for the receipt and expenditures of federal funds will be bonded.

22. Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.
23. Agrees to develop and implement a control system which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.
24. Agrees to provided adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.
25. Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Area Agency on Aging if requested.
26. Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps and time tables. The affirmative action plan shall be reviewed and updated annually. The Area Agency will neither approve nor renew grants or contracts to agencies which do not have an acceptable affirmative action program.
27. In cases where the project is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency upon request.
28. Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.
29. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.
30. Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A.-28 CFR Part 35) and Kansas House Bill No. 2602.
31. Funds awarded by the area agency may be terminated at any time for violation of any terms and requirements of this agreement.

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Date

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Signature of authorized official of the  
applicant organization

(The Area Agency shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)



ASSURANCES OF COMPLIANCE BETWEEN THE  
LEAVENWORTH COUNTY COUNCIL ON AGING  
AREA AGENCY ON AGING  
AND  
KANSAS DEPARTMENT ON AGING

The applicant submits this area plan application for award of Older Americans Act of 1965 as amended. The applicant agency understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the agency subsequent to the award of any funds by the Kansas Department on Aging.

The Applicant agency agrees:

1. To carry out the area plan program for the development of a comprehensive and coordinated system for supportive services, nutrition services, and where appropriate multipurpose senior centers, in accordance with Title III of the Older Americans Act, as amended, the program regulations issued pursuant thereto, the applicable state statutes, and conditions of this application as approved by the Kansas Department on Aging in making any
2. To serve as an effective and visible advocate and a focal point for the elderly by reviewing and commenting, where feasible, upon all local plans, budgets, and policies which affect the elderly and providing technical assistance to any agency, organization, association, or individuals representing the needs of the elderly, within the planning and service area.
3. To work with those agencies or organizations in the area which can benefit older Kansans to assist them in increasing services to the elderly.
  - (a) To assure that area agencies will not provide direct services except as provided for in the federal regulations and approved by Kansas Department on Aging.
  - (b) To survey the resources in the planning and service area to determine the availability of services to meet the needs of the elderly and direct the activities to minimize duplication.
4. To furnish appropriate technical assistance to providers of social services, nutrition services, or multi-purpose senior centers in the planning and service area.
5. To compile information or institutions of higher education in the area and make a summary of such information available to older individuals.
6. To monitor and evaluate the activities carried out under the area plan.

7. To assure that priority be given to those activities and services which will assist any individual who is 60 years of age or older with the greatest economic and social need with particular attention to low income minority

(a) To assure that no means test shall be used to determine eligibility. The area agency shall encourage contributions and ensure the opportunity is available for participants to contribute for service.

(b) To assure that no individual shall be denied participation in the service program because of inability to pay.

(c) To assure that the use of outreach efforts will identify individuals with greatest social or economic need with particular attention to low income minority individuals and older individuals with severe disabilities and will inform such individuals of the availability of such assistance.

(d) To conduct periodic evaluations of and public hearings on, activities carried out under the area plan and an annual evaluation of the effectiveness of outreach under section (7) (c).

(e) To conduct outreach to identify persons in each of the four minority racial groups including older Indians, Asian Americans, African Americans, and Hispanic Americans and inform them of the availability of service if there is a significant number of older minorities in planning and service area.

(f) To develop and publish methods by which priority services are determined.

8. To assure that all older individuals within the planning and service area covered by the plan will have reasonably convenient access to information and referral services.

9. To assure that an adequate proportion of the III-B allotment to the planning and service area will be expended for the delivery of each of the following categories of services:

Services associated with access to services (transportation, outreach, information, and referral, etc.)

In-home services (homemaker and home health aide, visiting and telephone assurances, chore maintenance and services for families of Alzheimer's and related disorders)

Legal assistance

And

To assure that some funds will be expended for each category of service.

10. To coordinate access services, in-home services and legal assistance with community organizations established to benefit victims of Alzheimer's disease and the families of such victims.
11. To coordinate any Title III-B supported mental health services with mental health services provided by community health centers and other public and private non-profit agencies and organizations.
12. To include in service provider agreements to following requirements; how the provided intends to satisfy the needs of the low income minority individuals in the area served and that the provider attempts to serve low income minority individuals at least in proportion to the total population of the area served.
13. To award sub grantees and/or contracts under the approved area plan to suitable providers and include minority agencies/organizations where feasible within the planning and service area.
14. To provide for adequate numbers of qualified staff working full to part time, including older individuals, handicapped individuals, women, and members of minority groups, for the development and implementation of the area plan.
15. To provide training on assessing the needs and capacity of older individuals to all staff working in the information and referral program.
16. To assure that, to the extent feasible, all public notices in publishes announcing or explaining services furnished with Older Americans Act funds contain the words "in providing these services, no person shall be discriminated against on the basis of race, sex, color, national origin, physical handicap or their equivalent".
17. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.
18. Agrees to comply with the provision and standards contained in American with Disabilities Act (A.D.A-28 CFR Part 35) and Kansas House Bill No. 2602.
19. To cooperate and assist in any efforts undertaken by the Kansas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of the services provided under the area plan.
20. That no personal information obtained from an individual in conjunction with the area agency and/or sub grantee activities or programs shall be disclosed in a form in which it is identified with out written consent of the individual considered.
21. To keep such records and make such reports by designating deadlines in such form and containing such information as may be required by the Kansas Department on Aging and in accordance with guidelines and policies issued by the Department and the Administration on Aging. KDOA agrees to notify affected grant recipients of any changes in deadlines, policies, procedures, or regulations affecting this requirement.
22. To make copies of records or documents free of charge upon request as are required and needed by the Kansas Department on Aging, the Administration on Aging or their representatives to evaluate the effectiveness and efficiency which permit determination to be made of the status of funds.

23. To maintain such accounts and documents as will serve to permit expeditious determination to be made of the status of funds within the award, including the disposition of all monies received from the Kansas Department on Aging, and the nature and amount of all charges claimed to be against such funds.
24. To assure that all materials published in connection with the area agency activities shall conspicuously acknowledge the support of the Administration on Aging and the Kansas Department on Aging.
25. To ensure that each vehicle funded with Title III funds carries the identification "Older Americans Act" in letters at least as prominent in size and position as other identification or sign.
26. To maintain a code of standard of conduct which shall govern the performance of its officers, employees, or agents in awarding and expending funds received from the Kansas Department on Aging. The signed code of conduct must be included in an official document of the area agency.
27. To be cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law and regulations.
28. To provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and time tables. The affirmative action plan shall be reviewed and updated annually. The area agency will neither approve nor renew grants or contracts to agencies which do not have acceptable affirmative action
29. To comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.
30. To assure that adequate and effective opportunities for older persons to express their views on policy and area plan development and amendments are provided through public hearings.
31. To comply with Title VI of the Civil rights Act of 1964 (42 U.S.C. Sec 2000d) and the regulations issued pursuant thereto, and certifies that it has no commitments or obligations which are inconsistent with compliance with these and any other pertinent Federal regulations and policies, an that any other agency, organization, or party which participates. An Assurance of Compliance is hereto attached.
32. To establish an advisory council composed of older individuals including minority individuals who are participants or eligible to participate in programs under the act, representatives of older individuals, local elected officials, the general public and providers of veteran health care (if appropriate) to advise the area agency.
33. To conduct research, assure outreach and assist older individuals apply for benefits under SSI, Medicaid or Food Stamps if the area agency receives funds from the state agency.
34. To use the funds received for Part D, E, F, and/or C in accordance with the purpose of such parts.
35. To take into consideration the number of older individuals with the greatest economic or social need (with particular attention to low income minority individuals) and the number of the older Indians when determining the extent of need in the PSA.

36. To identify the number of low-income minority older individuals in the PSA and describe the methods used to satisfy the service needs of such individuals for the fiscal year proceeding the fiscal year for which the plan is prepared.
37. That regarding nutrition services, all statutory provisions concerning nutrition services participants contributions, selection of nutrition services providers, special requirements for nutrition services providers, food requirements for all nutrition services providers, and the offering of meals to volunteers and disabled persons will be met.
38. That individuals with disabilities who reside in a noninstitutional household with an accompany a person eligible for congregate meals under this part shall be provided a meal on the same basis that meals are provided to volunteers pursuant to Section 307 (a) (13) (I).
39. To conduct efforts to facilitate the coordination of community-based long-term care services pursuant to Section 308 (a) (6) (I) For individuals identified in Section 307 (a) (26).
40. To engage only in activities which are consistent with its statutory mission as prescribed in the Older Americans Act and as specified in state policies under Section 1321.11.
41. Where possible, to enter into arrangements with organizations providing day care services for children or adults, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families.
42. To establish effective and efficient procedures for coordination between the programs assisted under this title and programs described in Section 203 (b).
43. To identify the public and private nonprofit entities involved in the prevention identification, and treatment of the abuse, neglect, and exploitation of older individuals and based on such identification, determine the extent to which the need for appropriate services for such individuals is unmet.

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DATE

Signature of authorized official of the grantee organization

APPLICANT AGENCY QUALIFICATIONS

1. Qualifications and competence of staff and proposed staff.
2. Experience in successful operation of programs of a similar scope.
3. Through understanding of administrative and day-to-day operations and of service delivery methods.
4. Capacity for the establishment of adequate managerial and financial systems and controls.
5. Ability to identify and prioritize program needs and a commitment to address them.
6. Capacity and willingness to comply with federal regulations and state and AAA policy.
7. Ability to evaluate and respond to participant's needs and preferences.
8. Ability to monitor and evaluate the program on an on-going basis.
9. Evidence of plans and ability to assure continuity of a quality program.

I believe the Council on Aging has successfully demonstrated that the agency is dedicated to and capable of meeting all guidelines stated in the above questions. The staff at the Council on Aging has a thorough understanding of the day-to-day operations and program objectives of the agency. They meet the educational and work experience guidelines and avail themselves of additional education through workshops and seminars,

**PROJECT SERVICE**

1. List days of the year that services will be closed

New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgivings Day X2, Christmas, Saturdays, Sunday's, 3-Snow Days

**Checklist for Applicant Agency**

- Affirmative Action Plan (on File)
- Articles of Incorporation
- By Laws

Letter of Comment from Following Agencies are Attached:

_____	_____
_____	_____
_____	_____
_____	_____

**PROGRAM OBJECTIVES**

1. Identify clearly and separately the objectives and action steps of the project and what the applicant hopes to achieve by the activities it plans to undertake. Specify the benefits older people will receive as a result of this project. Be specific. Objectives must include number of units of service, relate to the statement of need and identify the completion date by month. Attach additional pages as needed.

	<b>COMPLETION DATES</b>
<p><b><u>OBJECTIVE #1</u></b>                      Provide at least 7,386 units of Information and Assistance services to seniors in Leavenworth County. We hope to make elderly clients more aware of services available to them, policy and legislative issues that affect them, and current health care information. We will service clients both in our office and in the homes of those where traveling is difficult.                      *Benefits to older people increase awareness of available services, information to participate in policy affecting them, and information to improve the quality of their lives through self-improvement (diet, exercise, etc.....)</p>	<p>Sep-26</p>
<p><b><u>ACTION STEPS TAKEN TO ACHIEVE OBJECTIVE</u></b></p> <ol style="list-style-type: none"> <li>1. Continue publication of monthly pamphlet at no cost to seniors through our Senior Source.</li> <li>2. Provide information services on walk-in, telephone, and appointment basis Monday thru Friday at the Council on Aging Office in Leavenworth.</li> <li>3. Make Visits to nutrition sites on a continual as needed basis.</li> <li>4. Make informational presentations to any senior group or club requesting such.</li> <li>5. Monthly information provided to the Senior Chronicle and the Senior Source publications..</li> </ol>	<p>On-going                      On-going                      On-going                      On-going</p>
<p><b><u>OBJECTIVE #2</u></b>                      Provide Assistance services to elderly in Leavenworth County to assist them in accessing services and to ensure that clients have access to receive services they desire from other agencies.                      *Benefits to older people, improved quality of life through receipt of services. Older persons will receive more efficient services by knowing specifics about who to see at other agencies and will have follow-up contacts by the I&amp;A Specialist to see that service was provided.</p>	<p>Sep-26</p>

**ACTION STEPS TAKEN TO ACHIEVE OBJECTIVE**

1. Information & Assistance Specialist will be available Monday thru Friday to refer clients to other agencies and services. I&A Specialists will contact the proper resource person or agency to refer individuals and then check with the client and/or service provider to be sure the referral was carried through.

**OBJECTIVE #3**

Provide visiting outreach to assure the service is provided to anyone qualified. Provide a total of 349 units of service. Visitation could include informing participants about all services available for seniors.

Sep-26

**ACTION STEPS TAKEN TO ACHIEVE OBJECTIVE**

1. Use of outreach committee at all Nutrition sites to reach the isolated elderly.

On-going

2. Achieve coordination with medical clinics, social service agencies and doctors referrals.

On-going

3. Publish quarterly policies and schedules for the public, to keep participants informed and updated on our available programs.

On-going

**OBJECTIVE # 4**

Provide telephoning to frail and elderly in order to assist them with any needs they may have and to check on their welfare. Provide a total of 1,126 units of service.

On-going

**ACTION STEPS TAKEN TO ACHIEVE OBJECTIVE**

1. Ensure clients who are in need of assistance are referred to the I & A specialists.

On-going

2. To check back on a continuing basis to those elderly who are in need of more constant contact.

On-going

3. Review quarterly that the needs of the elderly in greatest need are being served.

On-going

**OBJECTIVE # 5**

To provide legal services to seniors of Leavenworth County in conjunction with Wyandotte/Leavenworth Area Agency on Aging thru Wyandotte Legal Services.

**Monthly 25-26**

**OBJECTIVE #6**

Provide 10,176 Units of recreational activities to involve seniors for the therapeutic effect and the social interaction that this program will provide. Our recreational activities include inter-generational programs, book club, sewing groups, tea parties, educational presentations, armchair travel and much more. Funding to this program reflects 75% of the salary and fringes of a full-time employee to facilitate and coordinate activities.

Sep-26

**ACTION STEPS TAKEN TO ACHIEVE OBJECTIVE**

1. To provide scheduled activities at Nutrition sites to include games and other social activities.

On-going

2. To coordinate I & A Specialists and transportation services to reach the isolated elderly to enable them to engage in activities that provide mental stimulation, mobility and promotes emotional well-being.

On-going

3. Publish thru Senior Chronicle and local newspapers upcoming events. Distribute flyers throughout the county in doctors' offices, businesses and churches. Advertise future events and activities in an outside brochure holder that is placed on the COA lawn. The Senior Source is published monthly providing valuable information to seniors on a variety of topics as well as identifying upcoming events.

On-going

**SERVICE DELIVERY SYSTEM**

1. Describe in detail (attach additional pages as needed) how the service(s) will be provided by the project.

A. What are the geographic areas to be served ?

Leavenworth County

B. What are the requirements, if any, for an individual to participate in the service:

Participants must be aged 60 or older, or the spouse of a participant who is 60 or older.

C. How will the public, older individuals, agencies and community leaders be informed of the service:

Outreach efforts described in "Objectives"

D. Describe how the outreach efforts will be carried out especially for serving older persons with greatest economic or social need with particular attention to low-income minority, the rural elderly and those individuals of limited English speaking ability. Specify how the low income minority individual will be served.

Outreach efforts described in "Objectives"

E. How will the program be coordinated with other aging programs and service agencies of the public and private sector ?

Coordination has been achieved with all appropriate agencies; coordination objectives are included in this document.

F. What holiday service is available ?

None.

1. Project Monitoring

- A. Describe the applicant's plans for on-going monitoring and review of project objectives to assure the project is meeting the objectives as established in this application. the monitoring plan should identify barriers to completion of objectives.

Each program is monitored on a monthly basis by the Agency Policy Board and monthly by the Area Wide Advisory Board. The Executive Director reports monthly to both of these boards and meets also Quarterly with the Board of Leavenworth County Commissioners

2. Contribution for Services:

- A. Describe the step by step procedure for collecting contribution which include: how the opportunity to contribute is provided, how the contributor's privacy is protected, and how contributions are protected and reported.

Participants are given the opportunity to donate by mail and coin envelopes which may be given to the participant at the initial assessment. Contributions are counted daily by a two-person team and they are deposited daily at the Leavenworth County Treasurer's office.

3. Describe how the service will be evaluated by the applicant agency..

- \* Public Hearings
- \* Oral & Written
- \* Annual survey in news tabloid for senior citizens
- \* Daily contact with public

Attach additional pages as needed.

ADMINISTRATION OF THE PROJECT

1. Describe Applicant Agency.

A. Staffing:

1. Describe the proposed number of job assignments of staff. Indicate whether full or part-time, permanent or temporary.

a. Paid Staff -

1 I & A Specialist, part-time	22 h/week	**
1 I & A Specialist, part-time	30 h/week	**
1 In-Home Specialist, part-time	20 h/week	
1 Recreation Specialist, part-time	15 h/week	

2. Provide an Organizational Chart of Staff

See attached.

B. Specify how the provider plans to target older persons with greatest economic and social need with particular attention to low-income minority individuals.

Continue the Outreach efforts described in the Objectives, continuing to print information about services and programs in the Senior Chronicle, and Senior Source which is distributed free to every household in Leavenworth County and maintain cooperative agreements with other agencies who may be serving this same population with other services.

C. Training:

1. Describe the in-service training to be provided for all staff.

Staff meetings weekly and as needed, monthly staff meetings with supervisors, quarterly staff and volunteer meetings with training. This training will be provided by staff & other agencies.

D. Future Planning:

1. Describe plans for obtaining continued support for the project.

\* Older Americans Act Funds for nutrition, I&A volunteer services, visiting & telephoning, USDA fund for nutrition..

\* Mill Levy Funds for match for all III-B projects.

\* Private funds for Senior Centers

\* Volunteer help for Nutrition, Volunteer Services, Senior Centers

\* Private Donation



**TITLE III SERVICE ANNUAL BUDGET**

**TITLE III-B**

**Budget Year 10-01-25 to 09-30-26**

<b>Budget Line Item(s)</b>	<b>Info&amp;Assistance DUNS #073022147</b>
1. Personnel	\$109,019
2. Staff Travel	\$0
3. Capital	\$0
4. Other Equipment	\$0
5. Contractual	\$0
6. Other Costs	\$0
7. TOTAL COSTS	\$109,019
Less Resource:	
8. State Funds (Non-match)	\$0
9. Program Income (Non-match)	\$0
10. Mill Levy (Non-match)	\$37,872
11. Other Local Cash (Non-match)	\$0
12. Net Cost	\$71,147
13. Third-Party In-kind (Match)	\$0
14. Net Cash Cost	\$71,147
15. State Funds (Match)	\$0
16. Program Income (Match)	\$0
17. Mill Levy (Match)	\$7,489
18. Other Local Cash (Match)	\$0
19. Title III - Funds	\$63,658

**TITLE III SERVICE ANNUAL BUDGET**

**TITLE III B**

**Budget Year 10-01-25 to 09-30-26**

Services Visiting #204 Telephone #208

<b>Budget Line Item(s) In_Home</b>	<b>Visiting 25%</b>	<b>Telephoning 75% DUNS #073022147</b>
1. Personnel	\$6,150	\$18,451
2. Staff Travel	\$0	\$0
3. Capital	\$0	\$0
4. Other Equipment	\$0	\$0
5. Contractual	\$0	\$0
6. Other Costs	\$0	\$0
7. TOTAL COSTS	\$6,150	\$18,451
Less Resource:		
8. State Funds (Non-match)	\$0	\$0
9. Program Income (Non-match)	\$0	\$0
10. Mill Levy (Non-match)	\$0	\$0
11. Other Local Cash (Non-match)	\$0	\$0
12. Net Cost	\$6,150	\$18,451
13. Third-Party In-kind (Match)	\$0	\$0
14. Net Cash Cost	\$6,150	\$18,451
15. State Funds (Match)	\$0	\$0
16. Program Income (Match)	\$0	\$0
17. Mill Levy (Match)	\$0	\$0
18. Other Local Cash (Match)	\$0	\$0
19. Title III - Funds	\$6,150	\$18,451

**TITLE III SERVICE ANNUAL BUDGET**

**TITLE III-B**

**Budget Year**

**10/01/25 TO 09/30/26**

Services RECREATION #315

<b>Budget Line Item(s)</b>	<b>RECREATION DUNS #073022147</b>
1. Personnel	\$20,878
2. Staff Travel	\$0
3. Capital	\$0
4. Other Equipment	\$0
5. Contractual	\$0
6. Other Costs	\$0
7. TOTAL COSTS	\$20,878
Less Resource:	
8. State Funds (Non-match)	\$0
9. Program Income (Non-match)	\$0
10. Mill Levy (Non-match)	\$0
11. Other Local Cash (Non-match)	\$0
12. Net Cost	\$20,878
13. Third-Party In-kind (Match)	\$0
14. Net Cash Cost	\$20,878
15. State Funds (Match)	\$0
16. Program Income (Match)	\$0
17. Mill Levy (Match)	\$0
18. Other Local Cash (Match)	\$0
19. Title III - Funds	\$20,878

**Budget Cost Justification: INFORMATION & ASSISTANCE**

**Budget Year: 10-01-25 through 09-30-26**

NOTE: For each Line Item for Both Federal and Matching Funds, indicate how the total cost was determined. For example:

1. Personnel: Percent of Time, Hourly or Monthly Rate
2. Staff Travel: Rate Per Mile, Number of Miles, Per Diem
3. Capital: List Items, cost for each, description, model, name brand, accessories, etc.

**Information & Assistance**

1. PERSONNEL

I & A SPECIALIST I

Hours	Hourly Rate	
320	\$28.57	\$9,142
720	\$29.14	\$20,981
1,040		\$ 30,123

I & A SPECIALIST II

HOURS	HOURLY RATE	
480	\$21.13	\$10,142
1080	\$21.55	\$23,274
1,560		\$ 33,416

**Total Costs \$ 63,540**

1. Personnel	\$63,540
2. Travel	0 miles \$0
3. Other Costs	
TRAINING	\$0
TELEPHONE	\$0
OFFICE SUPPLIES/EQUIPMENT	\$0
COPIES	\$0
POSTAGE	\$0
PRINTING	\$0
<b>TOTAL OTHER COSTS</b>	<b>\$0</b>
<b>Total Program Costs</b>	<b>\$63,540</b>

**Informaion & Assistance Total Program Costs**

**\$63,540**

**Budget Cost Justification: Visiting and Telephoning**

**Budget Year: 10-01-25 through 09-30-26**

NOTE: For each Line Item for Both Federal and Matching Funds, indicate how the total cost was determined. For example:

1. Personnel: Percent of Time, Hourly or Monthly Rate
2. Staff Travel: Rate Per Mile, Number of Miles, Per Diem
3. Capital: List Items, cost for each, description, model, name brand, accessories, etc.

**1. Personnel**

Hours	Hourly Rate	
320	23.33	\$7,466
720	23.80	\$17,136
1,040		<b>\$24,602</b>

	Total 100%	Visiting 25%	Telephoning 75%
1. Personnel	\$24,602	\$6,150	\$18,451
<b>Total cost</b>	<b>\$24,602</b>	<b>\$6,150</b>	<b>\$18,451</b>

**Total program cost**      \$24,602

\* Some split totals do not add up to 100% due to rounding done by Excel



KANSAS DEPARTMENT ON AGING  
TITLE III-C-I  
APPLICATION FOR  
CONGREGATE MEALS

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2025-2026

APPLICATION  
THE AREA AGENCY ON AGING  
TITLE III OF THE OLDER AMERICANS ACT

1. Title of project: Council on Aging 2. Project Service Area: 01

3. Type of Application:  
 New  Continuation  Revision  Supplement

4. Project Director:  
Connie Harmon, Director  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100  
Leavenworth, KS 66048  
913-684-0777  
DUNS #073022147

5. Applicant Agency:  
[Michael Smith](#)  
Leavenworth County Commissioner  
Leavenworth County Court House  
300 Walnut  
Leavenworth, KS 66048

6. Authorized to Sign for Applicant  
Michael Smith  
Chairman, Board of Leavenworth  
County Commissioners  
300 Walnut, Leavenworth, Ks 66048

7. Grant Period:  
[10/01/2025 through 09/30/2026](#)

8. Type of Organization:  
 Public Agency  
 Private Non-Profit Agency

9. Payee:  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100

10. Total Cost: \$296,203  
Title III C-I Funds: [\\$ 75,429](#)

11. Terms and Conditions: It is understood and agreed by the undersigned that: 1.) Funds awarded as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies and procedures of this state and the Administration on Aging of the U.S. Department of Health and Human Services; 2.) Any proposed changes in the proposal approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become part of this agreement; 3.) Attached Assurance of Compliance (Form AOA-441) with the Department of Health and Human Services Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4.) Funds awarded by the Area Agency may be terminated at any time for violations of any terms and requirements of this agreement.

12. Signature: \_\_\_\_\_  
\_\_\_\_\_ Date

AGREEMENT

1. In consideration of this agreement the Wyandotte/Leavenworth Area Agency on Aging hereinafter referred to as the Area Agency, agrees to:

(a) Provide to the Leavenworth County Council on Aging of Leavenworth, KS 66048 hereinafter referred to as the applicant agency, for the conduct of the project funds in an amount not to exceed \$ 75,429 (Federal Funds).

(b) Provide necessary technical assistance.

(c) Fully and promptly advised the applicant agency of all applicable state and federal guidelines and regulations.

(d) Assist the applicant agency in ongoing monitoring and evaluation of the project's accomplishments.

II. In consideration of this agreement, the applicant agency agrees to:

(a) Provide \$ 8,874 (Match Funds) from applicant agency and other local financial resources to meet part of the cost of the project.

(b) Furnish to the Area Agency such reports at such times and in such manner as shall be required. Agrees to implement and maintain such accounting systems and procedures which are adequate to control and support all fiscal activities under an area agency on aging and to maintain such accounts and supporting documents as will serve to permit an accurate and expeditious determination to be made at any time of the status of the federal grant for the applicant agency, including the disposition of all monies received and the nature and the amount of all charges claimed to be against this agreement.

(c) Assure that any subsequent agreements entered into with individuals, local, public, or private agencies and organizations under the general terms of this agreement shall be subject to all the applicable regulations and instructions of this agreement, and that all expenditures incurred by such agencies or organizations will be in accordance with the cost policies of the Department of Health and Human Services set forth in Title 45 CFR Part 74 Subpart Q.

(d) Has read and agrees to follow the attached agreements and all other applicable regulations, policies and procedures as prescribed by the Area Agency on Aging, the Kansas Department on Aging and the Administration on Aging.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Area Agency Director

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Leavenworth County Council on Aging (hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for with the Applicant receives Federal financial assistance from the Kansas Department on Aging, (hereinafter called the "Granter"), a recipient of federal financial assistance from HHS; and HEREBY GIVES ASSISTANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Granter, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Granter.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discount or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and the Grantor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

DATE: \_\_\_\_\_

Leavenworth County Council on Aging  
Applicant

By: \_\_\_\_\_  
Signature and Title of Authorized  
Official of the Applicant

LEAVENWORTH COUNTY COUNCIL ON AGING  
711 MARSHALL STREET, SUITE 100, LEAVENWORTH, KS 66048  
Applicant's mailing address

CODE OF CONDUCT ASSURANCE

The recipient of this award shall develop and maintain a written, signed code or standard of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. Include the following:

- (1) The recipient agency's officers, employees or agents shall neither solicit or accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
- (2) All persons on the policy making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of service under funds from the Older Americans Act.
- (3) Persons serving on advisory councils who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
- (4) Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient agency or by subcontractors or their agents.

(original signature and title of official authorized by grantee to sign on its behalf)

Signed: \_\_\_\_\_

Title: Chairman, Board of Leavenworth County Commissioners

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

(NOTE: Above is not the code but merely assures that such a code will be adopted.)

## AGREEMENTS

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency and the terms and conditioned of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures; and will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency, in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.
3. Agrees to cooperate with the Area Agency in its efforts toward developing a comprehensive and coordinate system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Cost for such training have been included in the budget developed for the project and submitted as part of this application.
5. Agrees to actively seek qualified older persons for paid positions on the project.
6. Agrees to make provisions for volunteer opportunities for older persons.
7. Agrees to cooperate and assist in efforts undertaken by the Area Agency, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the proceeding to evaluate the effectiveness, feasibility and cost of the project.
8. Agrees that no personal information obtained from any individuals in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
9. Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency, Applicant agency agrees to surrender individuals records at the area agency request.
10. Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the area agency, and the nature and amount of all charges claimed against such funds.

11. Agrees to comply with Title VI of the civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participate in this project shall have no such commitments or obligations.
12. Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.
13. All material published in connection with the project described above shall conspicuously acknowledge the support of the Older American Act, the Kansas Department on Aging and the Area Agency. In addition each vehicle provided with Title III funds will carry the identification "Older Americans Act" in letters at least as prominent in size and positions as other identification or signs.
14. That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department on Aging in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days notice.
15. The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department on Aging shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignation or transfer of said project, activity, program or equipment, the Area Agency shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.
16. Agrees to follow priorities set by the Area Agency for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention to low income minority individuals. Understands they may not use a means test.
17. Agrees to specify how the needs of low income minority individuals will be satisfied and to serve low income minority individuals at least in the proportion they represent of the total population in the area served.
18. Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.
19. Agrees to develop a system for collection of contributions which provides each older persons with an opportunity to contribute, protects the privacy of each older persons with respect to his/her contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or can not contribute.
20. Agrees to report all project income and that it be included and used in an approved budget in the period generated.
21. Agrees that the proper staff persons responsible for the receipt and expenditures of federal funds will be bonded.

22. Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.
23. Agrees to develop and implement a control system which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.
24. Agrees to provided adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.
25. Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Area Agency on Aging if requested.
26. Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps and time tables. The affirmative action plan shall be reviewed and updated annually. The Area Agency will neither approve nor renew grants or contracts to agencies which do not have an acceptable affirmative action program.
27. In cases where the project is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency upon request.
28. Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.
29. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.
30. Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A.-28 CFR Part 35) and Kansas House Bill No. 2602.
31. Funds awarded by the area agency may be terminated at any time for violation of any terms and requirements of this agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized official of the  
applicant organization

(The Area Agency shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)



ASSURANCES OF COMPLIANCE BETWEEN THE  
LEAVENWORTH COUNTY COUNCIL ON AGING  
AREA AGENCY ON AGING  
AND  
KANSAS DEPARTMENT ON AGING

The applicant submits this area plan application for award of Older Americans Act of 1965 as amended. The applicant agency understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the agency subsequent to the award of any funds by the Kansas Department on Aging.

The Applicant agency agrees:

1. To carry out the area plan program for the development of a comprehensive and coordinated system for supportive services, nutrition services, and where appropriate multipurpose senior centers, in accordance with Title III of the Older Americans Act, as amended, the program regulations issued pursuant thereto, the applicable state statutes, and conditions of this application as approved by the Kansas Department on Aging in
2. To serve as an effective and visible advocate and a focal point for the elderly by reviewing and commenting, where feasible, upon all local plans, budgets, and policies which affect the elderly and providing technical assistance to any agency, organization, association, or individuals representing the needs of the elderly, within the planning and service area.
3. To work with those agencies or organizations in the area which can benefit older Kansans to assist them in increasing services to the elderly.
  - (a) To assure that area agencies will not provide direct services except as provided for in the federal regulations and approved by Kansas Department on Aging.
  - (b) To survey the resources in the planning and service area to determine the availability of services to meet the needs of the elderly and direct the activities to minimize duplication.
4. To furnish appropriate technical assistance to providers of social services, nutrition services, or multi-purpose senior centers in the planning and service area.
5. To compile information or institutions of higher education in the area and make a summary of such information available to older individuals.
6. To monitor and evaluate the activities carried out under the area plan.
7. To assure that priority be given to those activities and services which will assist any individual who is 60 years of age or older with the greatest economic and social need with particular attention to low income
  - (a) To assure that no means test shall be used to determine eligibility. The area agency shall encourage contributions and ensure the opportunity is available for participants to contribute for service.
  - (b) To assure that no individual shall be denied participation in the service program because of inability to pay.

- (c) To assure that the use of outreach efforts will identify individuals with greatest social or economic need with particular attention to low income minority individuals and older individuals with severe disabilities and will inform such individuals of the availability of such assistance.
- (d) To conduct periodic evaluations of and public hearings on, activities carried out under the area plan and an annual evaluation of the effectiveness of outreach under section (7) (c).
- (e) To conduct outreach to identify persons in each of the four minority racial groups including older Indians, Asian Americans, African Americans, and Hispanic Americans and inform them of the availability of service if there is a significant number of older minorities in planning and service area.
- (f) To develop and publish methods by which priority services are determined.

8. To assure that all older individuals within the planning and service area covered by the plan will have reasonably convenient access to information and referral services.

9. To assure that an adequate proportion of the III-B allotment to the planning and service area will be expended for the delivery of each of the following categories of services:

Services associated with access to services (transportation, outreach, information, and referral, etc.)

In-home services (homemaker and home health aide, visiting and telephone assurances, chore maintenance and services for families of Alzheimer's and related disorders)

Legal assistance

And

To assure that some funds will be expended for each category of service.

10. To coordinate access services, in-home services and legal assistance with community organizations established to benefit victims of Alzheimer's disease and the families of such victims.

11. To coordinate any Title III-B supported mental health services with mental health services provided by community health centers and other public and private non-profit agencies and organizations.

12. To include in service provider agreements to following requirements; how the provided intends to satisfy the needs of the low income minority individuals in the area served and that the provider attempts to serve low income minority individuals at least in proportion to the total population of the area served.

13. To award sub grantees and/or contracts under the approved area plan to suitable providers and include minority agencies/organizations where feasible within the planning and service area.

14. To provide for adequate numbers of qualified staff working full to part time, including older individuals, handicapped individuals, women, and members of minority groups, for the development and implementation of the area plan.

15. To provide training on assessing the needs and capacity of older individuals to all staff working in the information and referral program.
16. To assure that, to the extent feasible, all public notices in publishes announcing or explaining services furnished with Older Americans Act funds contain the words “in providing these services, no person shall be discriminated against on the basis of race, sex, color, national origin, physical handicap or their equivalent”.
17. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.
18. Agrees to comply with the provision and standards contained in American with Disabilities Act (A.D.A-28 CFR Part 35) and Kansas House Bill No. 2602.
19. To cooperate and assist in any efforts undertaken by the Kansas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of the services provided under the
20. That no personal information obtained from an individual in conjunction with the area agency and/or sub grantee activities or programs shall be disclosed in a form in which it is identified without written consent of the individual considered.
21. To keep such records and make such reports by designating deadlines in such form and containing such information as may be required by the Kansas Department on Aging and in accordance with guidelines and policies issued by the Department and the Administration on Aging. KDOA agrees to notify affected grant recipients of any changes in deadlines, policies, procedures, or regulations affecting this requirement.
22. To make copies of records or documents free of charge upon request as are required and needed by the Kansas Department on Aging, the Administration on Aging or their representatives to evaluate the effectiveness and efficiency which permit determination to be made of the status of funds.
23. To maintain such accounts and documents as will serve to permit expeditious determination to be made of the status of funds within the award, including the disposition of all monies received from the Kansas Department on Aging, and the nature and amount of all charges claimed to be against such funds.
24. To assure that all materials published in connection with the area agency activities shall conspicuously acknowledge the support of the Administration on Aging and the Kansas Department on Aging.
25. To ensure that each vehicle funded with Title III funds carries the identification “Older Americans Act” in letters at least as prominent in size and position as other identification or sign.
26. To maintain a code of standard of conduct which shall govern the performance of its officers, employees, or agents in awarding and expending funds received from the Kansas Department on Aging. The signed code of conduct must be included in an official document of the area agency.
27. To be cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law and regulations.

28. To provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and time tables. The affirmative action plan shall be reviewed and updated annually. The area agency will neither approve nor renew grants or contracts to agencies which do not have acceptable affirmative action
29. To comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.
30. To assure that adequate and effective opportunities for older persons to express their views on policy and area plan development and amendments are provided through public hearings.
31. To comply with Title VI of the Civil rights Act of 1964 (42 U.S.C. Sec 2000d) and the regulations issued pursuant thereto, and certifies that it has no commitments or obligations which are inconsistent with compliance with these and any other pertinent Federal regulations and policies, and that any other agency, organization, or party which participates. An Assurance of Compliance is hereto attached.
32. To establish an advisory council composed of older individuals including minority individuals who are participants or eligible to participate in programs under the act, representatives of older individuals, local elected officials, the general public and providers of veteran health care (if appropriate) to advise the area
33. To conduct research, assure outreach and assist older individuals apply for benefits under SSI, Medicaid or Food Stamps if the area agency receives funds from the state agency.
34. To use the funds received for Part D, E, F, and/or C in accordance with the purpose of such parts.
35. To take into consideration the number of older individuals with the greatest economic or social need (with particular attention to low income minority individuals) and the number of the older Indians when determining the extent of need in the PSA.
36. To identify the number of low-income minority older individuals in the PSA and describe the methods used to satisfy the service needs of such individuals for the fiscal year proceeding the fiscal year for which the plan is prepared.
37. That regarding nutrition services, all statutory provisions concerning nutrition services participants contributions, selection of nutrition services providers, special requirements for nutrition services providers, food requirements for all nutrition services providers, and the offering of meals to volunteers and disabled persons will be met.
38. That individuals with disabilities who reside in a noninstitutional household with an accompany a person eligible for congregate meals under this part shall be provided a meal on the same basis that meals are provided to volunteers pursuant to Section 307 (a) (13) (I).
39. To conduct efforts to facilitate the coordination of community-based long-term care services pursuant to Section 308 (a) (6) (I) For individuals identified in Section 307 (a) (26).
40. To engage only in activities which are consistent with its statutory mission as prescribed in the Older Americans Act and as specified in state policies under Section 1321.11.

41. Where possible, to enter into arrangements with organizations providing day care services for children or adults, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families.

42. To establish effective and efficient procedures for coordination between the programs assisted under this title and programs described in Section 203 (b).

43. To identify the public and private nonprofit entities involved in the prevention identification, and treatment of the abuse, neglect, and exploitation of older individuals and based on such identification, determine the extent to which the need for appropriate services for such individuals is unmet.

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DATE

Signature of authorized official of the grantee organization

**APPLICANT AGENCY QUALIFICATIONS**

1. Qualifications and competence of staff and proposed staff.
2. Experience in successful operation of programs of a similar scope.
3. Through understanding of administrative and day-to-day operations and of service delivery methods.
4. Capacity for the establishment of adequate managerial and financial systems and controls.
5. Ability to identify and prioritize program needs and a commitment to address them.
6. Capacity and willingness to comply with federal regulations and state and AAA policy.
7. Ability to evaluate and respond to participant’s needs and preferences.
8. Ability to monitor and evaluate the program on an on-going basis.
9. Evidence of plans and ability to assure continuity of a quality program.

I believe the Council on Aging has successfully demonstrated that the agency is dedicated to and capable of meeting all guidelines stated in the above questions. The staff at the Council on Aging has a thorough understanding of the day-to-day operations and program objectives of the agency. They meet the educational and work experience guidelines and avail themselves of additional education through workshops and seminars,

**PROJECT SERVICE**

1. List days of the week that meal sites will be closed and meals will not be served to congregate and homebound participants:

Both C1 & C2

New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgivings Day X2, Christmas Saturdays, Sunday's, 3-Snow Days

C1 only

Senior Picnic Day

2. What is the project’s procedure to make meals when an unplanned interruption of service or an emergency of a 3 day interruption of

When funds are available supplemental meals are served to the participants to have on hand should there be an unplanned interruption of service due to a snow day or another situation. We do work with other agencies in town that would be able to provide food assistance to participants in need.

3. Nutrition projects not purchasing and serving their approved meal level during the most recent completed fiscal year must provide their plan to successfully serve the proposed meal level.

4. If for any reason on of our sites had to be closed or temporarily closed we have the capacity at our other sites to serve meals that have been budgeted. All necessary provisions would be provided to transport those participants to other sites.

**Checklist for Applicant Agency**

  X   Affirmative Action Plan (on File)

       Articles of Incorporation

       By Laws

Letter of Comment from Following Agencies are Attached:

       \_\_\_\_\_

       \_\_\_\_\_

       \_\_\_\_\_

       \_\_\_\_\_





Project Data

1. List counties included in project area:

Leavenworth County ( Council on Aging)

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2. 60+ Population of Project Area	9,182	3. Number of Unduplicated Persons to be served annually:	C-1 232	C-2 462
(a) 60 + population below poverty level	1,240	(a) 60 + population below poverty level	25	30
(b) Native American	0	(b) Native American	1	0
(c) Alaskan Native	0	(c) Alaskan Native	0	0
(d) Asian Pacific Islander	2	(d) Asian Pacific Islander	1	1
(e) Black, not Hispanic	73	(e) Black, not Hispanic	13	81
(f) Hispanic	9	(f) Hispanic	5	5
(g) Total Minority	84	(g) White	155	228
		(h) Total Minority	24	109
		(i) Total 60 +	224	454
4. Total Unduplicated Low Income Older Persons Planned to be Served.			55	
5. Number of Congregate Meal Sites:	Existing 4	Planned 0		
6. Number of Home delivered Meal Locations:		Existing 1	Planned 0	
7. Number of Days Meals Will Be Served Per Year:		C (1) 247	C (2) 247	
8. Number of Meals Planned to be Served:		C(1) 18,611	C(2) 91,917	

**Congregate****FY 25/26**  
#MEALS # DAYS TOTAL

Tonganoxie	18	247	4,446
Basehor	18	247	4,446
Trinity	33	247	8,151
Bethel	7	247	1,729
<hr/>			
Totals	76	247	<b>18,772</b>

**Homebound****FY 25/26**  
#MEALS # DAYS TOTAL

Tonganoxie/Basehor	109	247	26,923
Easton	28	247	6,916
Leavenworth	235	247	58,045
<hr/>			
Totals	372	247	<b>91,884</b>

**VOLUNTEER PLAN OBJECTIVE**

Project Name	Leavenworth County Council on Aging	
	'Date to be completed	
	'Month & Year 'C (1)	'Month & Year 'C (2)
To continuously recruit volunteers to maintain the present status of 200 active volunteers.	On-Going 26/27	
Provide training to the site supervisors in recruiting new volunteers.	SEPTEMBER 2026	
To continuously train all new volunteers.	Continuously	
Actively seek volunteers through articles in the Senior Chronicle, church bulletins, or any media available	On-Going 26/27	
Honor all volunteers at spring recognition	APRIL 2026	
Ensure that all volunteers are treated with respect and recognized while in the office and before leaving.	On-Going 26/27	

**PROJECT MANAGEMENT OBJECTIVES**

	'Date to be completed	
	Month & Year C (1)	'Month & Year 'C (2)
	To coordinate joint efforts of Area on Aging and Leavenworth Council on Aging fiscal personnel. To establish liaisons between the Council book-keeper and the Area on Aging fiscal manager.	On-Going 26/27
To establish bi-annual liaison between the Council on Aging and the Area Agency on Aging for the purpose of defining policy.	October 2025	
To evaluate progress toward stated OBJECTIVES	March 2026	
To actively provide information needed by the fiscal director for performance of any assessments.	Quarterly 25/26	
Share "State of the Art" information from any training with other staff.	When needed 25/26	
Schedule staff meetings on a weekly basis.	Following any training	
Encourage participation at all sites for a site council and to provide input to the Council office concerning program objectives to be written into the area plan.	Monthly	
Encourage an open dialogue between site supervisors and caterer at quarterly meetings.	March 2026 September 2026	
	Quarterly 25/26	

**TRAINING PLAN OBJECTIVES**

Project Name	<u>Leavenworth County Council on Aging</u>	
	Date to be Completed	
	Month & Year C (1)	Month & Year C (2)
Maintain training materials for volunteers and share handouts that become available.	On-going FY 25/26	
Conduct training for all new volunteers.	On-going FY 25/26	
Encourage site participation and site managers attendance at quarterly project council meetings.	Quarterly FY 25/26	
Encourage open dialogue between site supervisors and caterer at quarterly meetings.	Quarterly FY 25/26	
Encourage all volunteers to attend the project council meetings.	Quarterly FY 25/26	
To provide training to staff regarding more sensitive and positive attitudes to seniors.	March FY 25/26	
To provide staff training annually regarding program and financial reporting.	FY 25/26	

FY 25/26

**PROGRAM EVALUATION OBJECTIVES**

Project Name:	<u>Leavenworth County Council on Aging</u>	
	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
Monitor on a monthly basis the program objectives to ensure that project objectives are being met.	Monthly FY 25/26	
Monitor daily or weekly all specified paperwork from each site.	On going FY 25/26	
Visit each site once a month or more often if needed.	Monthly FY 25/26	
To develop and administer a nutrition needs survey for congregate participants.	April 2020	
Attend yearly assessments of nutrition sites in coordination with the Area Agency on Aging	Yearly FY 25/26	

**FOOD SERVICE OPERATIONS OBJECTIVES**

Project Name	Date to be Completed	
	Month & Year	Month & Year
	C(1)	C(2)
Objective: Food Service Training		
To serve 75 meals 5 days a week providing 1/3 of the RDA and Title III-C meal patterns. To serve 18,611 meals per fiscal year 25/26. To serve 247 days for year.	Oct 1, 2025 to Sept. 30, 2026	
To review safe food handling for all staff and volunteers.	On-going FY 25/26	
Maintain back up caterer delivery driver	On-going FY 25/26	
Ensure that food is arriving at the sites at proper, safe temperatures.	On-going FY 25/26	
Maintain open dialogue with caterer and site volunteers to solve food problems to ensure efficiency.	On-going FY 25/26	
Ensure delivery vehicle is properly maintained.	On-going FY 25/26	
To review any new material regarding safe food handling or any materials obtained at any trainings with volunteers and site managers at quarterly project council meetings.	Quarterly FY 25/26	
To coordinate between caterer, Registered Dietitian and project staff to plan menu.	Semi-annual FY 25/26	

FY 25/26

**OUTREACH OBJECTIVES**

DATE: AUGUST 2025

Leavenworth County Council on Aging

Project Name:

	Date to be Completed	
	Month & Year	Month & Year
	C(1)	C(2)
Objective: Reach those with greatest need		
To schedule speaking engagements with civic organizations and senior clubs about services available for seniors.	On-going FY 25/26	
To increase outreach to the community and to encourage new participation at the sites.	On-going FY 25/26	
To evaluate current progress of programs in reaching the target population.	Semi-annual FY 25/26	
To evaluate demographics of the elderly population with the greatest social and economic need as related to the location or relocation of future nutrition sites.	Semi-annual FY 25/26	

FY 25/26

**OTHER SUPPORTIVE SERVICE OBJECTIVES**

Project Name:

Leavenworth County Council on Aging

	Date to be Completed	
	Month & Year	Month & Year
	C(1)	C(2)
Establish a liaison between all supportive service programs to ensure that each participant is made aware of other services available through the Council on Aging or other organizations that seniors may be in need of.	On-going FY 25/26	

**SERVICE DELIVERY SYSTEM**

1. Describe in detail (attach additional pages as needed) how the service(s) will be provided by the project.

A. What are the geographic areas to be served ?

Leavenworth County

B. What are the requirements, if any, for an individual to participate in the service:

Participants must be aged 60 or older, or the spouse of a participant who is 60 or older.

C. How will the public, older individuals, agencies and community leaders be informed of the service:

Outreach efforts described in "Objectives"

D. Describe how the outreach efforts will be carried out especially for serving older persons with greatest economic or social need with particular attention to low-income minority, the rural elderly and those individuals of limited English speaking ability. Specify how the low income minority individual will be served.

Outreach efforts described in "Objectives"

E. How will the program be coordinated with other aging programs and service agencies of the public and private sector ?

Coordination has been achieved with all appropriate agencies; coordination objectives are included in this document.

F. What holiday service is available ?

None.

1. Project Monitoring

- A. Describe the applicant's plans for on-going monitoring and review of project objectives to assure the project is meeting the objectives as established in this application. the monitoring plan should identify barriers to completion of objectives.

Each program is monitored on a monthly basis by the Agency Policy Board and monthly by the Area Wide Advisory Board. The Executive Director reports monthly to both of these boards and meets also Quarterly with the Board of Leavenworth County Commissioners

2. Contribution for Services:

- A. Describe the step by step procedure for collecting contribution which include: how the opportunity to contribute is provided, how the contributor's privacy is protected, and how contributions are protected and reported.

Participants are given the opportunity to donate by mail and coin envelopes which may be given to the participant at the initial assessment. Contributions are counted daily by a two-person team and they are deposited daily at the Leavenworth County Treasurer's office.

3. Describe how the service will be evaluated by the applicant agency..

- \* Public Hearings
- \* Oral & Written
- \* Annual survey in news tabloid for senior citizens
- \* Daily contact with public

Attach additional pages as needed.

**Schedule DD**

(REV.2/91)

TITLE III-C(1) CONGREGATE MEAL BUDGET

BUDGET YEAR: 10/01/25 TO 09/30/26

**PROJECT: Leavenworth Nutrition**

DATE: AUGUST 2025

PSA #01

PROGRAM CATEGORIES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>BUDGET RESOURCES</b>	PRIMARY AND ASSOCIATED COSTS	SITE OPERATIONS	PROGRAM MGMT.	NUTRITION EDUCATION	NUTRITION OUTREACH	TRANSP. ESCORT	SHOPPING ASSISTANCE	TOTAL SUM OF COLUMNS (1) THROUGH (7)
TOTAL COSTS FORWARD	\$142,254	\$99,252	\$33,928	\$20,769	\$0	\$0	\$0	\$296,203
10. (PAGE 1, LINE 9)								
LESS FOLLOWING ITEMS:								
11A. USDA REIMB. COMMODITIES	\$0	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXX	XXXXXXXXXX	\$0
11B. USDA REIMB. CASH	\$6,700	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXX	XXXXXXXXXX	\$6,700
12. STATE FUNDS (NON-MATCH)	\$0		XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX	\$0
13A. MILL LEVY (NON-MATCH)	\$159,700	\$0	\$0	\$0	\$0	\$0	\$0	\$159,700
13B. OTHER ARRA Funds(NON-MATCH)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14. PROGRAM INCOME (NON-MATCH)	\$45,500	\$0	\$0	\$0	\$0	\$0	\$0	\$45,500
15. NET COST	(\$69,646)	\$99,252	\$33,928	\$20,769	\$0	\$0	\$0	\$84,303
16. THIRD PARTY IN-KIND (MATCH)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17A. MILL LEVY (MATCH)	\$8,874	\$0	\$0	\$0	\$0	\$0	\$0	\$8,874
17B. LOCAL CASH MATCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18. PROGRAM INCOME MATCH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19. STATE FUNDS (MATCH)	\$0	\$0	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX	\$0
20. TITLE III-C(1)	(\$78,520)	\$99,252	\$33,928	\$20,769	\$0	\$0	\$0	\$75,429
21. TITLE III-C(2)	\$0	\$0	\$0	\$0	\$0	XXXXXXX	XXXXXXXXXX	\$0

**Schedule DD**

(REV. 2/91)

TITLE III-C(1) CONGREGATE MEAL BUDGET

BUDGET YEAR: 10/01/25 TO 09/30/26

PROJECT: \_\_\_\_\_ Leavenworth Nutrition

DATE: AUGUST 2025

PSA #01

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1) PRIMARY AND ASSOCIATED COSTS	(2) SITE OPERATIONS	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TRANSP. ESCORT	(7) SHOPPING ASSISTANCE	(8) TOTAL SUM OF COLUMNS (1) THROUGH (7)
1. PERSONNEL	\$20,652	\$76,452	\$33,928	\$20,769	\$0	\$0	\$0	\$151,801
2. CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FOOD	\$120,972	\$0	\$0	\$0	\$0	\$0	\$0	\$120,972
4. TRAINING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. CONTRACTUAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. CONSUMABLE SUPPLIES	\$0	\$18,000	\$0	\$0	\$0	\$0	\$0	\$18,000
8. OTHER COSTS	\$630	\$4,800	\$0	\$0	\$0	\$0	\$0	\$5,430
9. TOTAL COSTS*	\$142,254	\$99,252	\$33,928	\$20,769	\$0	\$0	\$0	\$296,203

\*CARRY TOTAL COSTS FORWARD TO PAGE 2, LINE 10

TOTAL MEALS BUDGETED 18,611

Schedule DDD

3/87

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

BUDGET YEAR: 10/01/25 TO 09/30/26 Name of Project: Leavenworth Nutrition

DATE: AUGUST 2025

PSA #01

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1) PRIMARY AND ASSOCIATED COSTS	(2) SITE OPERATIONS	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TRANSP. ESCORT	(7) SHOPPING ASSISTANCE	(8) TOTAL SUM OF COLUMNS (1) THROUGH (7)
1 a. Nutrition Coordinator			\$33,928					\$33,928
1 b. Delivery Driver	\$20,652							\$20,652
1 c. Nutrition Education				\$20,769				\$20,769
2. Site managers		\$76,452						\$76,452
TOTALS	\$20,652	\$76,452	\$33,928	\$20,769	\$0	\$0	\$0	\$151,801

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation		Hourly Rate	Total	50%	
	Wks Worked	Hours/pay per			C-1	C-2
Nutrition Coordinator	8	80	\$32.18	\$20,595	\$10,298	\$10,298
MOORE	18	80	\$32.82	\$47,261	\$23,630	\$23,630
	26			\$67,856	\$33,928	\$33,928
Total Program Management Wages				\$67,856	\$33,928	\$33,928

\* Some split totals do not add up to 100% due to rounding done by excel.  
All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26							
Position	Computation						
	Wks Worked	Hours/pay per	Hourly Rate	Total	60% C-1	40% C-2	
Delivery Driver	8	65.0	\$20.09	\$10,447	\$6,268	\$4,179	
Rasnic	18	65.0	\$20.49	\$23,973	\$14,383.98	\$9,589.32	
	26			\$34,420	\$20,652	\$13,768	

\* Some split totals do not add up to 100% due to rounding done by Excel.  
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All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation		Hourly Rate	Total	50.00%	50.00%
	Wks Worked	Hours/pay per			C-1	C-2
Nutrition Educ.	8	80	\$19.70	\$12,608	\$6,304	\$6,304
Coor./Outreach	18	80	\$20.09	\$28,930	\$14,465	\$14,465
SEXTON	26			\$41,538	\$20,769	\$20,769
Total Nutrition Education Wages				\$41,538	\$20,769	\$20,769

\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation			
	Wks Worked	Hours/pay per	Hourly Rate	Total
Site Manager	8	35	\$18.77	\$5,256
Ruby	18	35	\$19.15	\$12,065
	26			\$17,320
Total Nutrition Education Wages				\$17,320

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\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation			
	Wks Worked	Hours/pay per	Hourly Rate	Total
Site Manager	8	23	\$18.77	\$3,454
ROSALINDA DAY	18	23	\$19.15	\$7,928
	26			\$11,382
Total Nutrition Education Wages				\$11,382

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\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation			
	Wks Worked	Hours/pay per	Hourly Rate	Total
Site Manager				
Carolyn Kelley	8	27	\$18.77	\$4,054
	18	27	\$19.15	\$9,307
	26			\$13,361
Total Nutrition Education Wages				\$13,361

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\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation			
	Wks Worked	Hours/pay per	Hourly Rate	Total
Site Manager	8	28	\$18.04	\$4,041
BARB CARTER	18	28	\$18.40	\$9,274
	26			\$13,315
Total Nutrition Education Wages				\$13,315

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\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation			
	Wks Worked	Hours/pay per	Hourly Rate	Total
Nutrition Support	8	39	\$20.50	\$6,396
ANGELA HUGHES	18	39	\$20.91	\$14,679
	26			\$21,075
Total Nutrition Education Wages				\$21,075

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\* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.





Schedule DDD

3/87

DATE: AUGUST 2025

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

PSA #01

BUDGET YEAR: 10/01/25 TO 09/30/26

Name of Project: Leavenworth Nutrition

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1) PRIMARY AND ASSOCIATED COSTS	(2) SITE OPERATIONS	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TRANSP. ESCORT	(7) SHOPPING ASSISTANCE	(8) TOTAL SUM OF COLUMNS (1) THROUGH (7)
8a. Health license (3 sites x \$210.00)	\$630							\$630
8b. Site utilities								
Basehor Rent 1 site x 12 months @ \$200 = \$2,400		\$2,400						\$2,400
Tongie Rent 1 site x 12 months @ \$200 = \$2,400		\$2,400						\$2,400
8c. Site Managers salaries for 5 sites		\$76,452						\$76,452
Totals	\$630	\$81,252	\$0	\$0	\$0	\$0	\$0	\$81,882

Schedule DDD

DATE: AUGUST 2025

3/87

TITLE III-C(1) CONGREGATE MEAL SUPPORTING BUDGET SCHEDULE

PSA #01

BUDGET YEAR: 10/01/25 TO 09/30/26

Name of Project: Leavenworth Nutrition

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1) PRIMARY AND ASSOCIATED COSTS	(2) SITE OPERATIONS	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TRANSP. ESCORT	(7) SHOPPING ASSISTANCE	(8) TOTAL SUM OF COLUMNS (1) THROUGH (7)
Site Operation Supplies, office supplies, cleaning and sanitation		\$18,000						\$18,000
Totals		\$18,000						\$18,000

**SCHEDULE 3**

DATE: AUGUST 2025

**RESOURCE JUSTIFICATION FOR: Leavenworth Nutrition**

PSA # 01

Budget Period: 10/01/25 to 09/30/26

	<b>RESOURCE</b>	<b>NAME OF DONOR</b>	<b>PROGRAM CATEGORY</b>	<b>AMOUNT</b>
	A. CASH			
	MILL LEVY	LEAVENWORTH COUNTY	MATCH	\$8,874
			SUB-TOTAL	\$8,874
	B. THIRD PARTY IN-KIND			XXXXXXXXXX
			SUB-TOTAL	
	C. OTHER RESOURCES			XXXXXXXXXX
	USDA SUPPLEMENTAL REIMB	DEPT. OF AGRICULTURE	PRIMARY & ASSOCIATED	
	USDA REIMB 18,611 MEALS	DEPT. OF AGRICULTURE	PRIMARY & ASSOCIATED	\$6,700
	@ \$.36/MEAL			
	PROGRAM INCOME	PARTICIPANTS	PRIMARY & ASSOCIATED	\$45,500
	MILL LEVY	LEAVENWORTH COUNTY	NON-MATCH	\$159,700
			SUB-TOTAL	\$211,900
	Have you included all non-Title III Resources ?		<b>GRAND TOTAL</b>	\$220,774

KANSAS DEPARTMENT ON AGING  
TITLE III-C-II  
APPLICATION FOR  
HOMEBOUND MEALS

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2025 - 2026

APPLICATION  
THE AREA AGENCY ON AGING  
TITLE III OF THE OLDER AMERICANS ACT

1. Title of project: Council on Aging 2. Project Service Area: 01

3. Type of Application:  
       New        X   Continuation             Revision             Supplement

4. Project Director:  
Connie Harmon, Director  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100  
Leavenworth, KS 66048  
913-684-0777  
DUNS #073022147

5. Applicant Agency:  
**Michael Smith**  
Leavenworth County Commissioner  
Leavenworth County Court House  
300 Walnut  
Leavenworth, KS 66048

6. Authorized to Sign for Applicant  
Michael Smith  
Chairman, Board of Leavenworth  
County Commissioners  
300 Walnut, Leavenworth, KS 66048

7. Grant Period:  
**10/01/2025 through 09/30/2026**

8. Type of Organization:  
  X   Public Agency  
       Private Non-Profit Agency

9. Payee:  
Leavenworth County Council on Aging  
711 Marshall Street, Suite 100, Leavenworth, KS 66048

10. Total Cost: \$ 792,884  
Title III C-II Funds: \$ **59,094**  
State Nutrition Funds: \$ **173,552**  
State Check-off Funds:

11. Terms and Conditions: It is understood and agreed by the undersigned that: 1.) Funds awarded as a result of this request are to be expended for the purpose set forth herein and in accordance with all applicable laws, regulations, policies and procedures of this state and the Administration on Aging of the U.S. Department of Health and Human Services; 2.) Any proposed changes in the proposal approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become part of this agreement; 3.) Attached Assurance of Compliance (Form AOA-441) with the Department of Health and Human Services Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4.) Funds awarded by the Area Agency may be terminated at any time for violations of any terms and requirements of this agreement.

12. Signature: \_\_\_\_\_  
\_\_\_\_\_ Date

AGREEMENT

1. In consideration of this agreement the Wyandotte/Leavenworth Area Agency on Aging hereinafter referred to as the Area Agency, agrees to:

(a) Provide to the Leavenworth County Council on Aging of Leavenworth, KS 66048 hereinafter referred to as the applicant agency, for the conduct of the project funds in an amount not to exceed \$ 59,094 (Federal Funds).

(b) Provide necessary technical assistance.

(c) Fully and promptly advised the applicant agency of all applicable state and federal guidelines and regulations.

(d) Assist the applicant agency in ongoing monitoring and evaluation of the project's accomplishments.

II. In consideration of this agreement, the applicant agency agrees to:

(a) Provide \$ 6,952 (Match Funds) from applicant agency and other local financial resources to meet part of the cost of the project.

(b) Furnish to the Area Agency such reports at such times and in such manner as shall be required. Agrees to implement and maintain such accounting systems and procedures which are adequate to control and support all fiscal activities under an area agency on aging and to maintain such accounts and supporting documents as will serve to permit an accurate and expeditious determination to be made at any time of the status of the federal grant for the applicant agency, including the disposition of all monies received and the nature and the amount of all charges claimed to be against this agreement.

(c) Assure that any subsequent agreements entered into with individuals, local, public, or private agencies and organizations under the general terms of this agreement shall be subject to all the applicable regulations and instructions of this agreement, and that all expenditures incurred by such agencies or organizations will be in accordance with the cost policies of the Department of Health and Human Services set forth in Title 45 CFR Part 74 Subpart Q.

(d) Has read and agrees to follow the attached agreements and all other applicable regulations, policies and procedures as prescribed by the Area Agency on Aging, the Kansas Department on Aging and the Administration on Aging.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Area Agency Director

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Leavenworth County Council on Aging (hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Kansas Department on Aging, (hereinafter called the "Granter"), a recipient of federal financial assistance from HHS; and HEREBY GIVES ASSISTANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Granter, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Granter.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discount or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and the Grantor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

DATE: \_\_\_\_\_

Leavenworth County Council on Aging  
Applicant

By: \_\_\_\_\_  
Signature and Title of Authorized  
Official of the Applicant

LEAVENWORTH COUNTY COUNCIL ON AGING  
711 Marshall Street, Suite 100, LEAVENWORTH, KS 66048  
Applicant's mailing address

CODE OF CONDUCT ASSURANCE

The recipient of this award shall develop and maintain a written, signed code or standard of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. Include the following:

- (1) The recipient agency's officers, employees or agents shall neither solicit or accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
- (2) All persons on the policy making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of service under funds from the Older Americans Act.
- (3) Persons serving on advisory councils who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
- (4) Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient agency or by subcontractors or their agents.

(original signature and title of official authorized by grantee to sign on its behalf)

Signed: \_\_\_\_\_

Title: Chairman, Board of Leavenworth County Commissioners

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

(NOTE: Above is not the code but merely assures that such a code will be adopted.)

## AGREEMENTS

The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency and the terms and conditioned of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures; and will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency, in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.
3. Agrees to cooperate with the Area Agency in its efforts toward developing a comprehensive and coordinate system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Cost for such training have been included in the budget developed for the project and submitted as part of this application.
5. Agrees to actively seek qualified older persons for paid positions on the project.
6. Agrees to make provisions for volunteer opportunities for older persons.
7. Agrees to cooperate and assist in efforts undertaken by the Area Agency, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the proceeding to evaluate the effectiveness, feasibility and cost of the project.
8. Agrees that no personal information obtained from any individuals in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.
9. Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency, Applicant agency agrees to surrender individuals records at the area agency request.
10. Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the area agency, and the nature and amount of all charges claimed against such funds.

11. Agrees to comply with Title VI of the civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participate in this project shall have no such commitments or obligations.
12. Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.
13. All material published in connection with the project described above shall conspicuously acknowledge the support of the Older American Act, the Kansas Department on Aging and the Area Agency. In addition each vehicle provided with Title III funds will carry the identification "Older Americans Act" in letters at least as prominent in size and positions as other identification or signs.
14. That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department on Aging in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days notice.
15. The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department on Aging shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignation or transfer of said project, activity, program or equipment, the Area Agency shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.
16. Agrees to follow priorities set by the Area Agency for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention to low income minority individuals. Understands they may not use a means test..
17. Agrees to specify how the needs of low income minority individuals will be satisfied and to serve low income minority individuals at least in the proportion they represent of the total population in the area served.
18. Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.
19. Agrees to develop a system for collection of contributions which provides each older persons with an opportunity to contribute, protects the privacy of each older persons with respect to his/her contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or can not contribute.
20. Agrees to report all project income and that it be included and used in an approved budget in the period generated.
21. Agrees that the proper staff persons responsible for the receipt and expenditures of federal funds will be bonded.

22. Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.
23. Agrees to develop and implement a control system which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.
24. Agrees to provided adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.
25. Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Area Agency on Aging if requested.
26. Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps and time tables. The affirmative action plan shall be reviewed and updated annually. The Area Agency will neither approve nor renew grants or contracts to agencies which do not have an acceptable affirmative action program.
27. In cases where the project is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency upon request.
28. Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.
29. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.
30. Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A.-28 CFR Part 35) and Kansas House Bill No. 2602.
31. Funds awarded by the area agency may be terminated at any time for violation of any terms and requirements of this agreement.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized official of the  
applicant organization

(The Area Agency shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)



ASSURANCES OF COMPLIANCE BETWEEN THE  
LEAVENWORTH COUNTY COUNCIL ON AGING  
AREA AGENCY ON AGING  
AND  
KANSAS DEPARTMENT ON AGING

The applicant submits this area plan application for award of Older Americans Act of 1965 as amended. The applicant agency understands and agrees that the following provisions are part of the official application and as such become binding upon the conduct of the agency subsequent to the award of any funds by the Kansas Department on Aging.

The Applicant agency agrees:

1. To carry out the area plan program for the development of a comprehensive and coordinated system for supportive services, nutrition services, and where appropriate multipurpose senior centers, in accordance with Title III of the Older Americans Act, as amended, the program regulations issued pursuant thereto, the applicable state statutes, and conditions of this application as approved by the Kansas Department on Aging in making any
2. To serve as an effective and visible advocate and a focal point for the elderly by reviewing and commenting, where feasible, upon all local plans, budgets, and policies which affect the elderly and providing technical assistance to any agency, organization, association, or individuals representing the needs of the elderly, within the planning and service area.
3. To work with those agencies or organizations in the area which can benefit older Kansans to assist them in increasing services to the elderly.
  - (a) To assure that area agencies will not provide direct services except as provided for in the federal regulations and approved by Kansas Department on Aging.
  - (b) To survey the resources in the planning and service area to determine the availability of services to meet the needs of the elderly and direct the activities to minimize duplication.
4. To furnish appropriate technical assistance to providers of social services, nutrition services, or multi-purpose senior centers in the planning and service area.
5. To compile information or institutions of higher education in the area and make a summary of such information available to older individuals.
6. To monitor and evaluate the activities carried out under the area plan.
7. To assure that priority be given to those activities and services which will assist any individual who is 60 years of age or older with the greatest economic and social need with particular attention to low income minority
  - (a) To assure that no means test shall be used to determine eligibility. The area agency shall encourage contributions and ensure the opportunity is available for participants to contribute for service.
  - (b) To assure that no individual shall be denied participation in the service program because of inability to pay.

(c) To assure that the use of outreach efforts will identify individuals with greatest social or economic need with particular attention to low income minority individuals and older individuals with severe disabilities and will inform such individuals of the availability of such assistance.

(d) To conduct periodic evaluations of and public hearings on, activities carried out under the area plan and an annual evaluation of the effectiveness of outreach under section (7) (c).

(e) To conduct outreach to identify persons in each of the four minority racial groups including older Indians, Asian Americans, African Americans, and Hispanic Americans and inform them of the availability of service if there is a significant number of older minorities in planning and service area.

(f) To develop and publish methods by which priority services are determined.

8. To assure that all older individuals within the planning and service area covered by the plan will have reasonably convenient access to information and referral services.

9. To assure that an adequate proportion of the III-B allotment to the planning and service area will be expended for the delivery of each of the following categories of services:

Services associated with access to services (transportation, outreach, information, and referral, etc.)

In-home services (homemaker and home health aide, visiting and telephone assurances, chore maintenance and services for families of Alzheimer's and related disorders)

Legal assistance

And

To assure that some funds will be expended for each category of service.

10. To coordinate access services, in-home services and legal assistance with community organizations established to benefit victims of Alzheimer's disease and the families of such victims.

11. To coordinate any Title III-B supported mental health services with mental health services provided by community health centers and other public and private non-profit agencies and organizations.

12. To include in service provider agreements to following requirements; how the provided intends to satisfy the needs of the low income minority individuals in the area served and that the provider attempts to serve low income minority individuals at least in proportion to the total population of the area served.

13. To award sub grantees and/or contracts under the approved area plan to suitable providers and include minority agencies/organizations where feasible within the planning and service area.

14. To provide for adequate numbers of qualified staff working full to part time, including older individuals, handicapped individuals, women, and members of minority groups, for the development and implementation of the area plan.

15. To provide training on assessing the needs and capacity of older individuals to all staff working in the information and referral program.

16. To assure that, to the extent feasible, all public notices in publishes announcing or explaining services furnished with Older Americans Act funds contain the words “in providing these services, no person shall be discriminated against on the basis of race, sex, color, national origin, physical handicap or their equivalent”.

17. To operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to handicapped persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.

18. Agrees to comply with the provision and standards contained in American with Disabilities Act (A.D.A-28 CFR Part 35) and Kansas House Bill No. 2602.

19. To cooperate and assist in any efforts undertaken by the Kansas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility, and cost of the services provided under the area plan.

20. That no personal information obtained from an individual in conjunction with the area agency and/or sub grantee activities or programs shall be disclosed in a form in which it is identified without written consent of the individual considered.

21. To keep such records and make such reports by designating deadlines in such form and containing such information as may be required by the Kansas Department on Aging and in accordance with guidelines and policies issued by the Department and the Administration on Aging. KDOA agrees to notify affected grant recipients of any changes in deadlines, policies, procedures, or regulations affecting this requirement.

22. To make copies of records or documents free of charge upon request as are required and needed by the Kansas Department on Aging, the Administration on Aging or their representatives to evaluate the effectiveness and efficiency which permit determination to be made of the status of funds.

23. To maintain such accounts and documents as will serve to permit expeditious determination to be made of the status of funds within the award, including the disposition of all monies received from the Kansas Department on Aging, and the nature and amount of all charges claimed to be against such funds.

24. To assure that all materials published in connection with the area agency activities shall conspicuously acknowledge the support of the Administration on Aging and the Kansas Department on Aging.

25. To ensure that each vehicle funded with Title III funds carries the identification “Older Americans Act” in letters at least as prominent in size and position as other identification or sign.

26. To maintain a code of standard of conduct which shall govern the performance of its officers, employees, or agents in awarding and expending funds received from the Kansas Department on Aging. The signed code of conduct must be included in an official document of the area agency.

27. To be cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law and regulations.

28. To provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and time tables. The affirmative action plan shall be reviewed and updated annually. The area agency will neither approve nor renew grants or contracts to agencies which do not have acceptable affirmative action

29. To comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.

30. To assure that adequate and effective opportunities for older persons to express their views on policy and area plan development and amendments are provided through public hearings.

31. To comply with Title VI of the Civil rights Act of 1964 (42 U.S.C. Sec 2000d) and the regulations issued pursuant thereto, and certifies that it has no commitments or obligations which are inconsistent with compliance with these and any other pertinent Federal regulations and policies, and that any other agency, organization, or party which participates. An Assurance of Compliance is hereto attached.

32. To establish an advisory council composed of older individuals including minority individuals who are participants or eligible to participate in programs under the act, representatives of older individuals, local elected officials, the general public and providers of veteran health care (if appropriate) to advise the area agency.

33. To conduct research, assure outreach and assist older individuals apply for benefits under SSI, Medicaid or Food Stamps if the area agency receives funds from the state agency.

34. To use the funds received for Part D, E, F, and/or C in accordance with the purpose of such parts.

35. To take into consideration the number of older individuals with the greatest economic or social need (with particular attention to low income minority individuals) and the number of the older Indians when determining the extent of need in the PSA.

36. To identify the number of low-income minority older individuals in the PSA and describe the methods used to satisfy the service needs of such individuals for the fiscal year proceeding the fiscal year for which the plan is prepared.

37. That regarding nutrition services, all statutory provisions concerning nutrition services participants contributions, selection of nutrition services providers, special requirements for nutrition services providers, food requirements for all nutrition services providers, and the offering of meals to volunteers and disabled persons will be met.

38. That individuals with disabilities who reside in a noninstitutional household with an accompany a person eligible for congregate meals under this part shall be provided a meal on the same basis that meals are provided to volunteers pursuant to Section 307 (a) (13) (I).

39. To conduct efforts to facilitate the coordination of community-based long-term care services pursuant to Section 308 (a) (6) (I) For individuals identified in Section 307 (a) (26).

40. To engage only in activities which are consistent with its statutory mission as prescribed in the Older Americans Act and as specified in state policies under Section 1321.11.

41. Where possible, to enter into arrangements with organizations providing day care services for children or adults, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families.

42. To establish effective and efficient procedures for coordination between the programs assisted under this title and programs described in Section 203 (b).

43. To identify the public and private nonprofit entities involved in the prevention identification, and treatment of the abuse, neglect, and exploitation of older individuals and based on such identification, determine the extent to which the need for appropriate services for such individuals is unmet.

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DATE

Signature of authorized official of the grantee organization

**APPLICANT AGENCY QUALIFICATIONS**

1. Qualifications and competence of staff and proposed staff.
2. Experience in successful operation of programs of a similar scope.
3. Through understanding of administrative and day-to-day operations and of service delivery methods.
4. Capacity for the establishment of adequate managerial and financial systems and controls.
5. Ability to identify and prioritize program needs and a commitment to address them.
6. Capacity and willingness to comply with federal regulations and state and AAA policy.
7. Ability to evaluate and respond to participant’s needs and preferences.
8. Ability to monitor and evaluate the program on an on-going basis.
9. Evidence of plans and ability to assure continuity of a quality program.

I believe the Council on Aging has successfully demonstrated that the agency is dedicated to and capable of meeting all guidelines stated in the above questions. The staff at the Council on Aging has a thorough understanding of the day-to-day operations and program objectives of the agency. They meet the educational and work experience guidelines and avail themselves of additional education through workshops and seminars,

**PROJECT SERVICE**

1. List days of the week that meal sites will be closed and meals will not be served to congregate and homebound participants:

Both C1 & C2

New Years Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgivings Day X2, Christmas Day Saturdays, Sundays, 3-Snow Days

C1 only

Senior Picnic Day

2. What is the project’s procedure to make meals when an unplanned interruption of service or an emergency of a 3 day interruption of

When funds are available supplemental meals are served to the participants to have on hand should there be an unplanned interruption of service due to a snow day or another situation. We do work with other agencies in town that would be able to provide food assistance to participants in need.

3. Nutrition projects not purchasing and serving their approved meal level during the most recent completed fiscal year must provide their plan to successfully serve the proposed meal level.

4. If for any reason on of our sites had to be closed or temporarily closed we have the capacity at our other sites to serve meals that have been budgeted. All necessary provisions would be provided to transport those participants to other sites.

**Checklist for Applicant Agency**

  X   Affirmative Action Plan (on File)

       Articles of Incorporation

       By Laws

Letter of Comment from Following Agencies are Attached:

       \_\_\_\_\_

       \_\_\_\_\_

       \_\_\_\_\_

       \_\_\_\_\_

Project Data

1. List counties included in project area:

Leavenworth County ( Council on Aging)

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2. 60+ Population of Project Area	9,182	3. Number of Unduplicated Persons to be served annually:	C-1 232	C-2 462
(a) 60 + population below poverty level	1,240	(a) 60 + population below poverty level	25	30
(b) Native American	0	(b) Native American	1	0
(c) Alaskan Native	0	(c) Alaskan Native	0	0
(d) Asian Pacific Islander	2	(d) Asian Pacific Islander	1	1
(e) Black, not Hispanic	73	(e) Black, not Hispanic	13	81
(f) Hispanic	9	(f) Hispanic	5	5
(g) Total Minority	84	(g) White	155	228
		(h) Total Minority	24	109
		(i) Total 60 +	224	454
4. Total Unduplicated Low Income Older Persons Planned to be Served.			<u>55</u>	
5. Number of Congregate Meal Sites:	<u>Existing 4</u>	<u>Planned 0</u>		
6. Number of Home delivered Meal Locations:		<u>Existing 1</u>	<u>Planned 0</u>	
7. Number of Days Meals Will Be Served Per Year:		<u>C (1) 247</u>	<u>C (2) 247</u>	
8. Number of Meals Planned to be Served:		<u>C(1) 18,611</u>	<u>C(2) 91,917</u>	

**Congregate FY-25/26**

	#MEALS	# DAYS	TOTAL
Tonganoxie	18	247	4,446
Basehor	18	247	4,446
Trinity	33	247	8,151
Bethel	7	247	1,729
Totals	76	247	<b>18,772</b>

**Homebound FY-25/26**

	#MEALS	# DAYS	TOTAL
Tonganoxie	109	247	26,923
Easton	28	247	6,916
Leavenworth	235	247	58,045
Totals	372	247	<b>91,884</b>

FY 25/26

PROJECT MANAGEMENT OBJECTIVES

Project Name: Leavenworth County Council on Aging

Objective: Coordination of Services	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
Maintain representation of the homebound at nutrition project council meetings. Evaluate progress toward stated program objectives.		Quarterly Quarterly <u>FY 25/26</u>
Share state of the art information from training sessions with other staff members.		Following training
To establish liason between Council on Aging and the Area Agency on Aging for the purpose of defining policy.		<u>Oct. 25</u> <u>March 2026</u>
To provide any information requested by the Area Agency for any assessments.		<u>FY 25/26</u>

FY 25/26

VOLUNTEER PLAN OBJECTIVE

Project Name Leavenworth County Council on Aging

Objectives: Recruit Volunteers	'Date to be completed	
	Month & Year 'C (1)	Month & Year 'C (2)
To continuously recruit volunteers to maintain the present status of 200 active volunteers.		<u>FY 25/26</u>
Provide training to the site supervisors in recruiting new volunteers.		On-going <u>FY 25/26</u>
To continuously train all new volunteers.		Continuously
Actively seek volunteers through articles in the Senior Chronicle, church bulletins, or any media available.		Continuously <u>FY 25/26</u>
Honor all volunteers at spring recognition		<u>April 2026</u>
Ensure that all volunteers are treated with respect and recognized while in the office and before leaving.		Continuously <u>FY 25/26</u>

**TRAINING PLAN OBJECTIVE**

Project Name: Leavenworth County Council on Aging

Objectives: Volunteer Training	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
To share handouts with volunteers that may be of interest concerning special needs of the homebound		When available FY 25/26
Train all new volunteers		Continuously
Encourage volunteers to attend project council meetings		Quarterly FY 25/26
To provide training to staff members regarding the more sensitive and positive attitudes to senior concerns		Sept FY 25/26
To provide training to staff concerning the specific problems of the homebound seniors		Sept FY 25/26

**PROGRAM EVALUATION OBJECTIVES**

Project Name: Leavenworth County Council on Aging

Objective: Effectiveness of Program	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
To develop and administer a nutrition needs survey for homebound participants		April 2026
Interview all homebound semi-annually or more often if needed to assess eligibility		Semi- Annual FY 25/26
Monitor daily and weekly all paperwork concerning the homebound		On-going FY 25/26
Monitor on bi-monthly basis the program objectives to ensure that program objectives are being met		Bi-monthly FY 25/26

**FOOD SERVICE OPERATIONS OBJECTIVES**

Project Name: Leavenworth County Council on Aging

Objective: Food Service and Training	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
To serve 372 homebound meals 5 days a week providing 1/3 RDA under Title III-C meal pattern. To serve a total of 91,917 meals for the year. To serve 247 days during the fiscal year		Oct 1, 25 Sept. 30, 26
Recruit back up volunteer drivers to substitute for the delivery of meals		Continuously FY 25/26
Maintain an open dialogue with caterer to solve any food service delivery problems		Continuously FY 25/26
Ensure that delivery vehicles are properly maintained		Continuously FY 25/26
Maintain regular staff of volunteer drivers to deliver homebound meals		Continuously FY 25/26
Monitor that food is arriving at the proper temperature		Continuously FY 25/26
To review and share any new information pertaining to safe food handling at project council meetings		Quarterly FY 25/26
To coordinate between caterer, Registered Dietitian and project staff to plan menu		Semi-annual FY 25/26
To recruit volunteers to open another home-bound route to serve seniors in need of meals.		FY 25/26

**NUTRITION EDUCATION OBJECTIVES**

Objective: Nutrition Education	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
To provide nutrition education twice a year to participants (or more) if an article is of interest to seniors and their nutrition.		Semi-annual FY 25/26
To utilize organizations such as Health Department, Extension Office or other resources to provide nutrition education to the homebound in their homes		Semi-annual FY 25/26
To encourage homebound participants to fix well balanced meals for themselves		Semi-annual FY 25/26

FY 25/26

**OUTREACH OBJECTIVES**

Project Name: Leavenworth County Council on Aging

Objective: Coordination of Services	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
Interview each homebound participant in their home on a semi-annual basis or more often as needed to steer those with needs to the In-Home Specialist		Semi-annual FY 25/26 or more if needed
To evaluate the current progress of the objectives in reaching the target homebound population and seek effective means of achieving this result		Oct FY 25/26
Schedule speaking engagements with civic organizations and senior clubs to inform public about the services of the Council on Aging or any programs available to seniors		on-going FY 25/26
To increase informational outreach to the community concerning the homebound programs		On-going FY 25/26

**SUPPORTIVE SERVICE OBJECTIVES**

Project Name: Leavenworth County Council on Aging

Objective: Coordination of Services	Date to be Completed	
	Month & Year C(1)	Month & Year C(2)
To establish a liaison between all supportive service programs to ensure that each participant is made aware of other services available through the Council on Aging or other organizations		On-going FY 25/26

**SERVICE DELIVERY SYSTEM**

1. Describe in detail (attach additional pages as needed) how the service(s) will be provided by the project.

A. What are the geographic areas to be served ?

Leavenworth County

B. What are the requirements, if any, for an individual to participate in the service:

Participants must be aged 60 or older, or the spouse of a participant who is 60 or older.

C. How will the public, older individuals, agencies and community leaders be informed of the service:

Outreach efforts described in "Objectives"

D. Describe how the outreach efforts will be carried out especially for serving older persons with greatest economic or social need with particular attention to low-income minority, the rural elderly and those individuals of limited English speaking ability. Specify how the low income minority individual will be served.

Outreach efforts described in "Objectives"

E. How will the program be coordinated with other aging programs and service agencies of the public and private sector ?

Coordination has been achieved with all appropriate agencies; coordination objectives are included in this document.

F. What holiday service is available ?

None.

1. Project Monitoring

- A. Describe the applicant's plans for on-going monitoring and review of project objectives to assure the project is meeting the objectives as established in this application. the monitoring plan should identify barriers to completion of objectives.

Each program is monitored on a monthly basis by the Agency Policy Board and monthly by the Area Wide Advisory Board. The Executive Director reports monthly to both of these boards and meets also Quarterly with the Board of Leavenworth County Commissioners

2. Contribution for Services:

- A. Describe the step by step procedure for collecting contribution which include: how the opportunity to contribute is provided, how the contributor's privacy is protected, and how contributions are protected and reported.

Participants are given the opportunity to donate by mail and coin envelopes which may be given to the participant at the initial assessment. Contributions are counted daily by a two-person team and they are deposited daily at the Leavenworth County Treasurer's office.

3. Describe how the service will be evaluated by the applicant agency..

- \* Public Hearings
- \* Oral & Written
- \* Annual survey in news tabloid for senior citizens
- \* Daily contact with public

Attach additional pages as needed.

**Schedule EE**

DATE: **AUGUST 2025**

(REV. /92)

TITLE III-C(2) HOME DELIVERED MEAL PROJECT BUDGET

PSA #01

BUDGET YEAR: 10/01/25 TO 09/30/26

PROJECT: Leavenworth Nutrition C-(2)

<b>PROGRAM CATEGORIES</b>						
<b>BUDGET RESOURCES</b>	(1) PRIMARY AND ASSOCIATED COSTS	(2) MEAL DELIVERY	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TOTAL SUM OF COLUMNS (1) THROUGH (5)
TOTAL COSTS FORWARD	\$682,187	\$56,000	\$33,928	\$20,769	\$0	\$ 792,884
10. (PAGE 1, LINE 9)						
LESS FOLLOWING ITEMS:						
11A. USDA REIMB. COMMODITIES	\$0	XXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$0
11B. USDA REIMB. CASH	\$33,090	XXXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$33,090
12. STATE FUNDS (NON-MATCH)	\$173,552		XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$173,552
13A. MILL LEVY (NON-MATCH)	\$363,777	\$0	\$0	\$0	\$0	\$363,777
13.b ARRA	\$0					\$0
13C. STATE CHECK OFF TAX		\$0	\$0	\$0	\$0	\$0
14. PROGRAM INCOME (NON-MATCH)	\$136,000	\$0	\$0	\$0	\$0	\$136,000
15. NET COST	(\$24,232)	\$56,000	\$33,928	\$20,769	\$0	\$86,465
16. THIRD PARTY IN-KIND (MATCH)	\$0	\$0	\$0	\$0	\$0	\$0
17A. MILL LEVY (MATCH)	\$6,952	\$0	\$0	\$0	\$0	\$6,952
17B. LOCAL CASH MATCH	\$0	\$0	\$0	\$0	\$0	\$0
18. PROGRAM INCOME MATCH	\$0	\$0	\$0	\$0	\$0	\$0
19. STATE FUNDS (MATCH)	\$20,418	\$0	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$20,418
20. TITLE III-C(1)	\$0	\$0	\$0	\$0	\$0	\$0
22. TITLE III-C(2)	(\$51,602)	\$56,000	\$33,928	\$20,769	\$0	\$59,094

**Schedule DD**

(REV. 2/91)

TITLE III-C(2) HOMEBOUND MEAL BUDGET

**PROJECT:** \_\_\_ Leavenworth Nutrition

BUDGET YEAR: 10/01/25 TO 09/30/26

DATE: AUGUST 2025

PSA #01

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1) PRIMARY AND ASSOCIATED COSTS	(2) MEAL DELIVERY	(3) PROGRAM MGMT.	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TRANSP. ESCORT	(7) SHOPPING ASSISTANCE	(8) TOTAL SUM OF COLUMNS (1) THROUGH (7)
1. PERSONNEL	\$84,726	\$0	\$33,928	\$20,769	\$0	\$0	\$0	\$139,423
2. CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FOOD	\$597,461	\$0	\$0	\$0	\$0	\$0	\$0	\$597,461
4. TRAINING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. TRAVEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. CONTRACTUAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. CONSUMABLE SUPPLIES	\$0	\$56,000	\$0	\$0	\$0	\$0	\$0	\$56,000
8. OTHER COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. TOTAL COSTS*	\$682,187	\$56,000	\$33,928	\$20,769	\$0	\$0	\$0	\$792,884

\*CARRY TOTAL COSTS FORWARD TO PAGE 2, LINE 10

TOTAL MEALS BUDGETED 91,917

Schedule DDD

DATE: AUGUST 2025

3/87

TITLE III-C(2) HOMEBOUND MEAL SUPPORTING BUDGET SCHEDULE

PSA#\_01

BUDGET YEAR: 10/01/25 TO 09/30/26

Name of Project: Leavenworth Nutrition

PROGRAM CATEGORIES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
BUDGET LINE ITEMS	PRIMARY AND ASSOCIATED COSTS	MEAL DELIVERY	PROGRAM MGMT.	NUTRITION EDUCATION	NUTRITION OUTREACH	TRANSP. ESCORT	SHOPPING ASSISTANCE	TOTAL SUM OF COLUMNS (1) THROUGH (7)
1 a. Nutrition Coordinator			\$33,928					\$33,928
1 b. Delivery Driver	\$13,768							\$13,768
1 c. Nutrition Education				\$20,769				\$20,769
1 d. Nut/Maint delivery	\$21,182							\$21,182
1 e. Bashor Driver	\$26,477							\$26,477
1 f. Tongi Driver	\$23,300							\$23,300
TOTALS	\$84,726	\$0.00	\$33,928	\$20,769	\$0.00	\$0.00	\$0.00	\$139,423

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				50.00%	50.00%
	Wks Worked	Hours/pay per	Hourly Rate	Total	C-1	C-2
Nutrition Coordinator	8	80	\$32.18	\$20,595	\$10,298	\$10,298
	18	80	\$32.82	\$47,261	\$23,630	\$23,630
	<u>26</u>			<u>\$67,856</u>	<u>\$33,928</u>	<u>\$33,928</u>
Total Program Management Wages				\$67,856	\$33,928	\$33,928

\* Some split totals do not add up to 100% due to rounding done by excel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				60.00%	40.00%
	Wks Worked	Hours/pay per	Hourly Rate	Total	C-1	C-2
Delivery Driver	8	65.0	\$20.09	\$10,447	\$6,268	\$4,179
Rasnic	18	65.0	\$20.49	\$23,973	\$14,384	\$9,589
	<u>26</u>			\$ 34,420	\$ 20,652	\$ 13,768

\* Some split totals do not add up to 100% due to rounding done by Excel.

c:\123w\sample\sched.1b

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				50.00%	50.00%
	Wks Worked	Hours/pay per	Hourly Rate	Total	C-1	C-2
Nutrition Educ. Coord./Outreach	8	80	\$19.70	\$12,608	\$6,304	\$6,304
	18	80	\$20.09	\$28,930	\$14,465	\$14,465
	<u>26</u>			<u>\$41,538</u>	<u>\$20,769</u>	<u>\$20,769</u>
Total Nutrition Education Wages				\$41,538	\$20,769	\$20,769

c:\123w\sample\sched.\_1a  
 \* Some split totals do not add up to 100% due to rounding done by Exel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				0.00%	100.00%
	Wks Worked	Hours/Pay per	Hourly Rate	Total	C-1	C-2
Nutrition Delivery Driver	8	40	\$20.09	\$6,429	\$0	\$6,429
SNEDEGAR, DIANA	18	40	\$20.49	\$14,753	\$0	\$14,753
	<u>26</u>			<u>\$21,182</u>	0	<u>\$21,182</u>
Total Primary Wages				\$21,182	\$0	\$21,182

\* Some split totals do not add up to 100% due to rounding done by Excel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				0%	100%
	Wks Worked	Hours/Pay Per	Hourly Rate	Total	C-1	C-2
BASEHOR Delivery Driver	8	50 \$	20.09	\$8,036	\$0	\$8,036
Bob - (County)	18	50 \$	20.49	\$18,441	\$0	\$18,441
	26			\$26,477	\$0	\$26,477
Total Primary Wages				\$26,477	\$0	\$26,477

\*Some split totals do not add up to 100% due to rounding done by Excel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.

**BUDGET COST JUSTIFICATION FOR : Leavenworth Nutrition**

BUDGET YEAR: 10/01/25 TO 09/30/26

Position	Computation				0.00%	100.00%
	Wks Worked	Hours/pay per	Hourly Rate	Total	C-1	C-2
Driver Part Time Tonganoxie	8	44	\$20.09	\$7,072	\$0	\$7,072
Randy	18	44	\$20.49	\$16,228	\$0	\$16,228
	<u>26</u>			\$23,300	\$0	\$23,300
Total Primary Wages				\$23,300	\$0	\$23,300

\* Some split totals do not add up to 100% due to rounding done by Excel.

All positions are 100% time, except as noted; the full compensation of all positions is noted here, except as noted.





Schedule DDD

3/87

DATE: AUGUST 2025

PSA#\_01

**TITLE III-C(2) HOMEBOUND MEAL SUPPORTING BUDGET SCHEDULE**

BUDGET YEAR: 10/01/25 TO 09/30/26 Name of Project: Leavenworth Nutrition

PROGRAM CATEGORIES								
BUDGET LINE ITEMS	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	PRIMARY AND ASSOCIATED COSTS	MEAL DELIVERY	PROGRAM MGMT.	NUTRITION EDUCATION	NUTRITION OUTREACH	TRANSP. ESCORT	SHOPPING ASSISTANCE	TOTAL SUM OF COLUMNS (1) THROUGH (7)
	Meal Delivery, paper products, supplies		\$56,000					
Totals		\$56,000						\$56,000

**SCHEDULE 3**

DATE: **AUGUST 2025**

**RESOURCE JUSTIFICATION FOR: Leavenworth Nutrition**

PSA # 01

Budget Period: **10/01/25 to 09/30/26**

	<b>RESOURCE</b>	<b>NAME OF DONOR</b>	<b>PROGRAM CATEGORY</b>	<b>AMOUNT</b>
	<b>A. CASH</b>			
	MILL LEVY	LEAVENWORTH COUNTY	MATCH	\$6,952
	STATE	KDOA	MATCH	\$20,418
			SUB-TOTAL	\$27,370
	<b>B. THIRD PARTY IN-KIND</b>			XXXXXXXXXX
			SUB-TOTAL	
	<b>C. OTHER RESOURCES</b>			XXXXXXXXXX
	STATE CHECK OFF TAX	KDOA	PRIMARY & ACCOCIATED	\$0
	USDA SUPPLEMENTAL REIMB	DEPT. OF AGRICULTURE	PRIMARY & ASSOCIATED	\$0
	USDA REIMB <b>91,917</b> MEALS @ <b>\$.36</b> /MEAL	DEPT. OF AGRICULTURE	PRIMARY & ASSOCIATED	<b>\$33,090</b>
	PROGRAM INCOME	PARTICIPANTS	PRIMARY & ASSOCIATED	\$136,000
	MILL LEVY	LEAVENWORTH COUNTY	MEAL DELIVERY	\$363,777
	ARRA		PRIMARY AND ASSOCIATES	\$0
	STATE FUNDS	KDOA	PRIMARY & ASSOCIATED	\$173,552
			SUB-TOTAL	\$706,419
	Have you included all non-Title III Resources ?		<b>GRAND TOTAL</b>	<b>\$733,789</b>

# Leavenworth County Request for Board Action

**Date:** 1/29/2026

**To:** Board of County Commissioners

**From:** Public Works

**Department Head Approval:**

**Additional Reviews as needed:**

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

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**Action Requested:** Requesting approval for a 5-year lease agreement from Kan Equip for two JCB articulating wheel loaders.

**Recommendation:** Approval

**Analysis:** These are replacements for our current #14-00 and #14-01 machines with the leases ending July 2026. The recommendation is based on the lowest price machine offered to Leavenworth County of \$334,020 cost to purchase. These machines were bid with two options. First, an extended warranty cost addition of to have the factory 2-year warranty for the full 5-year lease period. Second, for a the 5-year and 5000-hour life of the lease fluid and filters package. While the four bids that were received were competitive, the fluids and filters bids were not. They ranged in cost from \$6,400 from John Deere to \$86,417 from Kan Equip on the JCB loader. Because it was not cost effective for the two lower cost machines, we elected not to accept the fluids and filters package into the lease cost for Board approval. This resulted in the lowest cost machine, the JCB from Kan Equip, to have a reduced yearly lease cost to \$55,334.72 for the machine and extended warranty. The information that we received from Kan Equip indicates that the lease will be held through JCB Finance. We are currently paying \$50,000/year for the machines being replaced. This will be a 10% increase in cost over the five-year lease period which is much lower than we have seen on other machinery.

Kan Equip (JCB): \$324,020

Central Power Systems (Doosan): \$376,000

Foley Equipment (Cat): \$431,012

Murphy Tractor (Deere): \$469,948

**Alternatives:**

**Budgetary Impact:**

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

**Total Amount Requested:** Five annual payments of \$55,334.72 with first payment starting on bid approval.

**Additional Attachments:** None

**Leavenworth County  
Request for Board Action  
Resolution 2026-05  
Special Use Permit – M&K Estates LLC (Countryside Chalet)  
\*Regular Agenda\***

**Date:** February 4, 2026  
**To:** Board of County Commissioners  
**From:** Planning & Zoning Staff

**Department Head Review:** John Jacobson, Reviewed

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:**

Chairman, I move that the proposed Special Use Permit as outlined in case DEV-25-124 be approved based on the recommendation and findings of the Planning Commission on the Golden factors and the analysis set forth in the Staff Report as adopted by the Planning Commission and as substantiated by the facts, testimony and evidence presented at the public hearing.

**Analysis:** The applicant is requesting to renew their Special Use Permit for an existing event center. The current owners purchased the property in 2022, signing a Transfer of Ownership and agreeing to the previous approved Resolution 2017-02. The applicant is proposing to amend the conditions of the 2017-02 to allow for the 60 wedding events and 20 additional events, for a total of 80 events per calendar year. Previous approval allowed for up to 40 events a year. The applicant would also like to sell and serve alcohol on the premises once they have received all required licensure through the State. They anticipate applying for a CMB license in November 2026. They also anticipate adding permanent signage on the property.

The event center will be utilized primarily on the weekends, with business hours ceasing at midnight Friday and Saturday and 11:00 pm Sunday through Thursday. The applicant anticipates hiring up to 4 part-time employees for the purpose of the business. No additional buildings or structures are proposed with this request. The previous application indicated that up to 200 guests may attend these events, with an anticipated average of 125 guests. The applicant anticipates between 22-50 cars per event, to occur during short period of times during the event. Wedding ceremonies will occur outside, receptions shall take place indoors. The existing house may be used by clients during rental terms. The applicant will not provide food or alcohol services but will allow third party vendors to supply food, until such time as required licensure has been approved for alcohol service.

Staff recommends placing a condition that requires private security be provided during any event where alcohol is being served. The applicant shall not sell or serve alcohol until after October 2026 and upon approval of all State and Local licensure. Once licensure has been procured, all State and Federal requirements for the service of alcoholic beverages must be maintained. The

additional events will increase the frequency of traffic coming on and off the property but due to the occupancy not changing, the rate of vehicles will continue to remain the same. Staff classifies the proposed use as a Type 3 due to the potential for the business to produce nuisances and impact surrounding properties. Since the existing business has been in operation since 2017 and no complaints have been received, staff recommends placing a 10-year time limit on the permit.

**Planning Commission Recommendation:** The Planning Commission voted 7-0 (2 absent) to recommend approval of Resolution 2026-05 (Case No. DEV-25-124) renewal of a Special Use Permit for M&K Estates LLC (Countryside Chalet) with conditions as approved by the Planning Commission.

**Alternatives:**

1. Approve Case DEV-25-124 (Resolution 2026-05), Special Use Permit for an Event Center for M&K Estates LLC, with Findings of Fact, and with or without conditions; or
2. Deny Case DEV-25-124 (Resolution 2026-05), Special Use Permit for an Event Center for M&K Estates LLC, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to DEV-25-124 (Resolution 2026-05), Special Use Permit for an Event Center for M&K Estates LLC, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

**Additional Attachments:** Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-25-124 Countryside Chalet Event Center

January 14, 2026

**REQUEST: Public Hearing Required**

- Zoning Amendment       Special Use Permit  
 Temporary Special Use Permit

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY:** 12751 206<sup>th</sup> Street  
**FUTURE LAND USE:** Residential (2.5-acre min)

**APPLICANT/APPLICANT AGENT:**

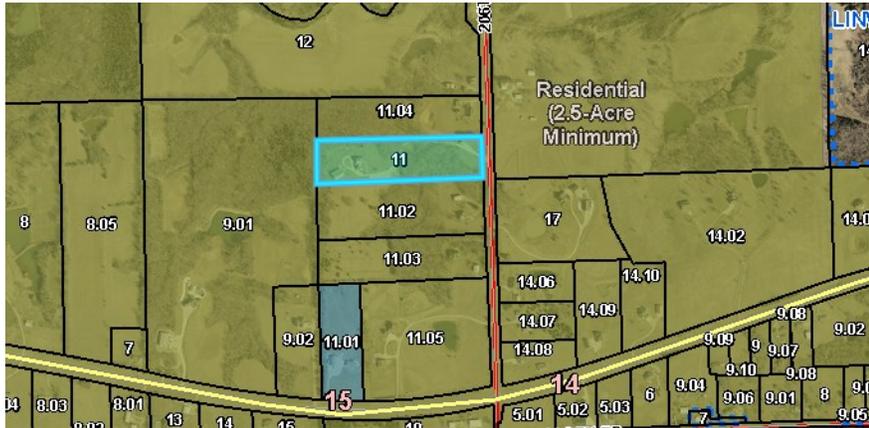
Michael and Kara Jo Sprigg  
M&K Estates LLC  
14110 Nelson Ct  
BASEHOR, KS 66007

**PROPERTY OWNER:**

M&K Estates LLC

**CONCURRENT APPLICATIONS:**

N/A



**LAND USE**

ZONING: RR-2.5

FUTURE LAND USE DESIGNATION:  
Residential (2.5 acres min)

**LEGAL DESCRIPTION:**

A tract of land in the Southeast Quarter of Section 15, Township 12 South, Range 21 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

**STAFF RECOMMENDATION: APPROVAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

PARCEL SIZE: 9.6 ACRES

PARCEL ID NO:  
225-15-0-00-00-011.00

BUILDINGS:  
Single family residence and event center

1. Recommend approval of Case No. DEV-25-, Special Use Permit for Countryside Chalet for an Event Center, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-, Special Use Permit for Countryside Chalet for an Event Center, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

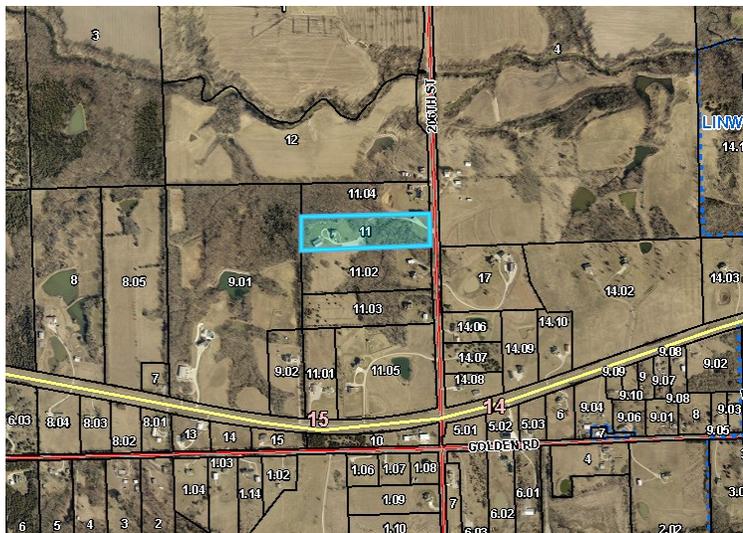
**PROJECT SUMMARY:**

Request to renew a Special Use Permit to operate an Event Center on the property located at 12751 206<sup>th</sup> Street.

**ACCESS/STREET:**

206<sup>th</sup> Street  
COUNTY Arterial, ±24' WIDE, Paved

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: Fire District #2

WATER: RWD #10

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: 12/12/2025

NEWSPAPER NOTIFICATION:  
12/24/2025

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
12/22/2025

<b>FACTORS TO BE CONSIDERED:</b>		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	<b>Met</b>	<b>Not Met</b>
<p><b>1. Character of the Neighborhood:</b>  <i>Density: Surrounding properties range in size from 4.1 to over 196 acres.</i></p> <p><i>Nearby City Limits: The City of Linwood is located 0.45 miles to the Southeast.</i></p> <p><i>Initial Growth Management Area: This parcel is located within the Rural Growth Area of Leavenworth County.</i></p>	✓	
<p><b>2. Zoning and uses of nearby property:</b>  <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature.</i></p> <p><i>Adjacent Zoning: All adjacent properties are zoned RR-2.5.</i></p>	✓	
<p><b>3. Suitability of the Property for the uses to which is has been restricted:</b>  <i>The parcel is <b>9.6 acres in size</b>. The property is suitable as a rural residence, for agricultural uses and the proposed use has been operating on the property since 2017 in compliance with Resolution 2017-02.</i></p>	✓	
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b></p> <p><i>The use is unlikely to detrimentally impact neighboring parcels. The business is currently in operation under existing sound limitations. Staff proposes to require the same noise requirement as previous resolutions.</i></p> <p><i>Traffic: Traffic to the site will be limited to events. The applicant is proposing to expand the number of events to 60 weddings and 20 additional events per year.</i></p> <p><i>Lighting: The applicant has existing security lighting near the house and outbuilding. They are proposing to install similar lighting to the event building. Staff recommends placing a restriction on lighting.</i></p> <p><i>Outdoor Storage: All storage will be located within existing structures and on the covered patio. No outdoor storage is proposed.</i></p> <p><i>Parking: Parking is provided and is adequate for the proposed use.</i></p> <p><i>Visitors/Employees: The applicant anticipates hiring 2-4 additional part time employees. The number of attendees per event is not proposed to change.</i></p> <p><i>Waste: The applicant does not store chemicals, lubricants, oils or other chemicals on the property. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.</i></p>	✓  ✓  ✓ (Condition 7)  ✓  ✓  ✓  ✓ (Condition 15)	
<p><b>5. Length of time the property has been vacant as zoned:</b>  <input type="checkbox"/> Vacant:  <input checked="" type="checkbox"/> Not Vacant: <i>An existing single-family residence, event center and outbuilding existing on the property. No additional structures are proposed with this request.</i></p>	✓	
<p><b>6. Relative gain to economic development, public health, safety and welfare:</b></p>	✓	

<p><i>The proposed application would allow for an existing business to remain within Leavenworth County. The Planning &amp; Zoning Department has not received any complaints for this property. There does not appear to be any detrimental effects to the public health, safety or welfare.</i></p>		
<p><b>7. Conformance to the Comprehensive Plan:</b>  <i>Future Land Use Map: Residential (2.5 acres min)</i></p> <p><i>Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i></p>		✓

**STAFF COMMENTS:**

The applicant is requesting to renew their Special Use Permit for an existing event center. The current owners purchased the property in 2022, signing a Transfer of Ownership and agreeing to the previous approved Resolution 2017-02. The applicant is proposing to amend the conditions of the 2017-02 to allow for the 60 wedding events and 20 additional events, for a total of 80 events per calendar year. Previous approval allowed for up to 40 events a year. The applicant would also like to sell and serve alcohol on the premises once they have received all required licensure through the State. They anticipate applying for a CMB license in November 2026. They also anticipate adding permanent signage on the property.

The event center will be utilized primarily on the weekends, with business hours ceasing at midnight Friday and Saturday and 11:00 pm Sunday through Thursday. The applicant anticipates hiring up to 4 part-time employees for the purpose of the business. No additional buildings or structures are proposed with this request. The previous application indicated that up to 200 guests may attend these events, with an anticipated average of 125 guests. The applicant anticipates between 30-65 cars per event, to occur during short period of times during the event. Wedding ceremonies will occur outside, receptions shall take place indoors. The existing house may be used by clients during rental terms. The applicant will not provide food or alcohol services but will allow third party vendors to supply food, until such time as required licensure has been approved for alcohol service.

Staff recommends placing a condition that requires private security be provided during any event where alcohol is being served. The applicant shall not sell or serve alcohol until after October 2026 and upon approval of all State and Local licensure. Once licensure has been procured, all State and Federal requirements for the service of alcoholic beverages must be maintained. The additional events will increase the frequency of traffic coming on and off the property but due to the occupancy not changing, the rate of vehicles will continue to remain the same.

Staff classifies the proposed use as a Type 3 due to the potential for the business to produce nuisances and impact surrounding properties. Since the existing business has been in operation since 2017 and no complaints have been received, staff recommends placing a 10-year time limit on the permit.

**STAFF RECOMMENDED CONDITIONS:**

Staff recommends the following conditions for Case No. DEV-25-124, Special Use Permit for Countryside Chalet:

1. The SUP shall be limited to a period of ten (10) years.
2. The business hours shall be dependent upon the event. Events shall end by midnight, Friday and Saturday, and by 11 pm Sunday through Thursday.
3. The maximum occupancy for any event shall not exceed 200.
4. The SUP shall be limited to a total of four (4) employees, not including the business owners/family members or third-party vendors.
5. The number of events shall be limited to a maximum of eighty (80) per year.
6. Any noise generated by this Special Use Permit shall not exceed a decibel level of 60 as measured at the property line.

7. Lighting generated from the development shall be limited 0.00 foot-candles net gain, as measured at the property line.
8. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
9. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. Alcohol sale or service shall not be provided by the owners until after October 2026 and until all local and state licensure has been approved and a copy provided to the Planning & Zoning Department.
12. Private security shall be provided by the applicant for any event where alcohol is served.
13. The applicant shall adhere to the following memorandums:
  - a. Memo – Chuck Magaha, Emergency Management, October 30, 2025
14. The Special Use Permit shall be subject to the application and written narrative provided on October 17, 2025 and as amended on November 13, 2025 and December 3, 2025.
15. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
16. That no public nuisance be allowed or created upon the subject real property.
17. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
18. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Kaw Valley Companies, Inc., and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the County for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

**PROPOSED MOTIONS:**

**Approve:**

*Chairman, I find that the special use permit request complies with the Golden Factors and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-124 based on staff's recommendation and with findings of fact as set forth in the Staff Report.*

**Denial:**

*Chairman, I find that the special use permit does not comply with the Golden Factors (LIST FACTORS) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-124.*

**Table:**

*Chairman, I move to table Case DEV-25-124 to (DATE AND TIME) requesting additional information for (STATE THE REASONS).*

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Memorandums

**SPECIAL USE PERMIT APPLICATION**

Leavenworth County Planning Department  
300 Walnut, St., Suite 212  
County Courthouse  
Leavenworth, Kansas 66048  
913-684-0465

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Michael and KaraJo Sprigg</u>	NAME _____
ADDRESS <u>14110 Nelson Ct</u>	ADDRESS _____
CITY/ST/ZIP <u>Basehor, KS 66007</u>	CITY/ST/ZIP _____
PHONE <u>845-820-3859</u>	PHONE _____
EMAIL <u>michael.w.sprigg@gmail.com</u>	EMAIL _____
CONTACT PERSON <u>Michael Sprigg</u>	CONTACT PERSON _____

**PROPERTY INFORMATION**

PID: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Address of property 12751 206th Street Linwood KS 66052 Parcel size 10 Acres

Current use of the property Event Venue

Does the owner live on the property?  Yes  No

Proposed Special Use Event Venue

**TAX ASSESSEMENT STATEMENT**

**Upon the granting of a Special Use Permit by the Leavenworth County Board of County Commissioners, the assessable nature of the above referenced property and structures on the property may result in a change of the Appraised Class and Value and in the next year’s Tax Assessment.**

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I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one)  Yes  No

I, the undersigned am the *(circle one) owner, duly authorized agent*, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit and acknowledge the potential of a change in the Appraised Value of my property as indicated above. **I hereby agree to “cease and desist” the operation of the activity upon denial of the permit by the Board of County Commissioners.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT A**

**PROPOSED SPECIAL USE PERMIT INFORMATION**

Name of Business M&K Events DBA Countryside Chalet

Existing and Proposed Structures Venue, House

Number of structures used for Special Use Permit 2

Will the use require parking?  Yes  No      How many parking spaces are proposed/available? 60

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
*Month* *Month*

Reason for requesting a Special Use Permit: Update current SUP based on expanding events and growing the business.

**Estimated Traffic**

*In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.*

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily \_\_\_\_\_ Weekly 30-65 Monthly \_\_\_\_\_

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily \_\_\_\_\_ Weekly 1 Monthly \_\_\_\_\_

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days) in a calendar year.

Passenger: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

Commercial: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):

Primary Occupancy Time 3:00 pm to 11:00pm.

Set up 12:00 pm to 3:00 pm Tear down 11:00 pm to 11:45 pm.

What is the anticipated route(s) from the nearest State Highway to the Site? Highway 32 to 206th street then enter Highway 24 to 206th street then enter.

**Special Use Permit Renewal**

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:

The previous SUP narrative referenced 20-55 cars per event. We estimate between 30-65 depending on the event.

Have you added any buildings since the SUP was last issued?  Yes  No      Any parking?  Yes  No

ENTERED IN TRANSFER RECORD IN  
MY OFFICE THIS DAY 10/11/2024

*Janet Klasmaker*  
COUNTY CLERK

Doc #: 2024R07614  
TERRILOIS MASHBURN  
REGISTER OF DEEDS  
LEAVENWORTH COUNTY, KANSAS  
RECORDED ON:  
10/11/2024 03:54:46 PM  
RECORDING FEE: 21.00  
PAGES: 1

Mail Tax Statement to:  
14110 Nelson Ct.  
Basehor, KS 66007

Property Address 12751 206th Street, Linwood, KS 66052

**JOINT TENANCY QUIT CLAIM DEED**

GRANTOR Michael W Sprigg and KaraJo L Sprigg (single/married person(s))

CONVEY\_ and QUITCLAIM\_\_ TO  
M&K Estates LLC.  
(single/married person(s))

As JOINT TENANTS and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, all of the following described real estate in the County of Leavenworth, State of Kansas, to-wit:

Legal Description: A tract of land in the Southeast Quarter of Section 15, Township 12 South, Range 21 East of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 15; thence South 00°07'11" West on the East line of the Southeast Quarter of said Section 15, a distance of 328.42 feet to a point of beginning; thence South 00°07'11" East on the East line of the Southeast Quarter of said Section 15, a distance of 328.42 feet; thence North 89°21'12" West, a distance of 1328.61 feet; thence North 00°04'33" East, a distance of 328.42 feet; thence South 89°21'12" East, a distance of 1327.49 feet to the point of beginning, less any part thereof taken or used for road purposes, in Leavenworth County, Kansas.

Commonly known as: 12751 206TH ST, Linwood, KS 66052

for the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged. This conveyance is made subject to easements, restrictions, reservations and covenants of record, if any.

Dated this 11 day of October, A.D. 2024.

*Michael W Sprigg*  
GRANTOR (Signature)

Michael W Sprigg  
(Printed Name)

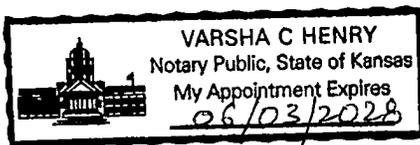
*KaraJo L Sprigg*  
GRANTOR (Signature)

KaraJo L Sprigg  
(Printed Name)

STATE OF KANSAS, COUNTY OF LEAVENWORTH

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared Michael W Sprigg and KaraJo L Sprigg

Known to me be the same person(s) who executed the within document and who acknowledged the execution of same as a free act and deed. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Varsha C Henry*  
NOTARY PUBLIC (Signature)

VARSHA C HENRY  
(Printed Name)

My commission expires: 06/03/2028



**ARTICLES OF ORGANIZATION**  
**OF**  
**M&K ESTATES, LLC,**  
**A LIMITED LIABILITY COMPANY**

I, the undersigned, hereby associate to form and establish a limited liability company for profit under the laws of the state of Kansas.

**ARTICLE I**

The name of this limited liability company is **M&K ESTATES, LLC**.

**ARTICLE II**

The period of duration of the **M&K ESTATES, LLC** shall be perpetual from November 2, 2022.

**ARTICLE III**

The nature of the business or purposes to be conducted or promoted are:

A. To engage in the business of buying, leasing, and maintaining real estate as well as any and all other lawful business endeavors.

B. To carry on any business whatsoever that this limited liability company may deem proper and convenient in connection with any of the foregoing purposes or otherwise, or that it may deem calculated, directly or indirectly, to improve the interests of this company, and to do all things specified or any activity for which corporations or partnerships may conduct under Kansas law, and to exercise all powers conferred under the laws pursuant to which this company is formed, as such laws are now in effect or may from time to time hereafter be amended, and to do any and all things hereinafter set forth to the same extent as fully as natural persons might or could do, either alone or in connection with other persons, firms, associations or corporations at any locations.

C. To buy, sell and hold all types of property, whether real, personal or intangible.

**ARTICLE IV**

The registered office of the **M&K ESTATES, LLC**, 14110 Nelson Ct., Basehor, Kansas 66007 and the name and address of the initial resident agent of **M&K ESTATES, LLC** is Michael Sprigg, 14110 Nelson Ct., Basehor, Kansas 66007.

**ARTICLE V**

The management of the **M&K ESTATES, LLC**, shall reside in the members of the company, in accordance with the provisions of the Kansas Statutes Annotated, with the managing member to be Michael Sprigg. The names, addresses, and percentage shares are as follows:

Michael Sprigg  
14110 Nelson Ct. 50%  
Basehor, Kansas 66007

KaraJo Sprigg  
14110 Nelson Ct. 50%  
Basehor, Kansas 66007

The active operation and day to day management of the business enterprise shall be by Michael Sprigg.

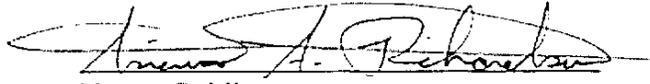
**IN TESTIMONY WHEREOF**, the undersigned has set his hand this 2nd day of November, 2022.

  
\_\_\_\_\_  
Michael Sprigg

STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF Wyandotte        )

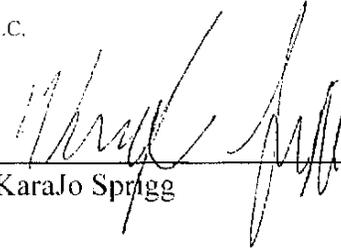
The execution of the foregoing Articles of Organization were acknowledged by me, a notary public for the State of Kansas by Michael Sprigg.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 2nd day of November, 2022.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 12th July 2026

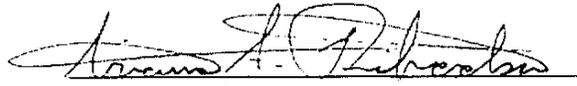
ARIANNA A. RICHARDSON  
Notary Public-State of Kansas  
My Appt. Expires 7-12-26

  
\_\_\_\_\_  
KaraJo Sprigg

STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF Wyandotte        )

The execution of the foregoing Articles of Organization were acknowledged by me, a notary public for the State of Kansas by KaraJo Sprigg.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 2nd day of November, 2022.

  
\_\_\_\_\_  
Notary Public

My Appointment Expires: 12th July 2026

ARIANNA A. RICHARDSON  
Notary Public-State of Kansas  
My Appt. Expires 7-12-26

# Narrative Guide for Countryside Chalet Event Venue

## Current Use of Property

The property located at 12751 206th Street, Linwood, KS 66007, currently operates as an event venue under the business name Countryside Chalet. The venue specializes in hosting local destination weddings, providing a unique and memorable experience for couples and their guests.

## Proposed Expansion of Services

Countryside Chalet aims to broaden its scope and offerings beyond weddings to include a variety of hosted events. While weddings remain the primary focus, the venue plans to offer services for dinners and dances, murder mystery dinners, paint and sip events, and other similar gatherings. On-site accommodations will continue to be available for the wedding party or families as specified in contractual agreements. **No additional buildings or expansion of existing structures are proposed with this application. We would like to be able to host up to 60 weddings per year and 20 additional events.**

## Hours of Operation

The hours of operation are event-dependent, with most events typically held on weekends. The venue is also considering expanding event availability to weekdays to accommodate a wider array of hosted functions. **Events will cease by midnight on Friday and Saturday and 11:00 pm Sunday through Thursday.**

## Employees and Contractors

Currently, Countryside Chalet is managed by Michael and KaraJo Sprigg, with support from immediate family members. The business intends to hire additional employees in the future to meet growing demands. **We expect to hire 2-4 additional part time employees as the business grows.** contractors and companies are engaged for cleaning, lawn care and application, and security services to maintain the property and uphold high service standards.

## Signage

For signage, please refer to the attached signage application for details regarding the ground sign. **We intend to keep the previous signage that is on the property.**

## Chemicals, Lubricants, Oils, and Fluids

Only common household cleaning supplies are used for maintaining the venue. Lawn fertilization practices are standard, ensuring safe and responsible upkeep.

## Sewage Disposal

All sewage is managed in accordance with county requirements. The property utilizes fully approved and operational septic systems to ensure compliance and safety.

## Water Supply

Water for the property is provided by Rural Water District #10, ensuring a reliable and safe supply for all operational needs.

## Traffic and Access

Access to the venue is off 206th Street, a hard-surface county arterial road approximately 24 feet wide. Primary routes to 206th Street include County Road 32 Highway from the south and State Avenue from the north. The estimated number of vehicles per event ranges from 40 to 60, with typical traffic patterns involving arrivals prior to the event's start and departures after its conclusion. Employee and contractor traffic occurs as needed, primarily during events, and initially includes a small number of staff and caterers. During event weeks, there are typically 3 to 5 deliveries to the site. No deliveries of products or materials are planned to originate from the site.

## Noise and Sound Management

The property features a fully enclosed and insulated event building, effectively isolating noise. Outdoor events are designed to be respectful and maintain low noise levels, comparable to neighboring celebrations. Noise will not exceed county decibel limits, and the building's insulation, including the ceiling, further ensures minimal sound disturbance. Anticipated noise

levels will be similar to existing activities in the area, such as traffic, motorcycles, ATVs, mowing, farming equipment, and occasional shotgun use.

## Odors and Fumes

Odors or fumes may occur only with an approved burn permit and will be managed according to regulations.

## Accessory Buildings and Structures

The property includes an event building, as well as an outbuilding for storing materials required to support the venue and grounds. Any future construction will adhere to county requirements and necessary permitting processes.

## Outdoor Displays and Advertising

No outdoor displays will be used for advertising purposes.

## Equipment

Equipment essential for event readiness, such as tables and chairs, as well as property maintenance tools, will be kept on-site and stored appropriately to ensure safety and organization.

## Food Service

Events may include food service, with catering vendors typically engaged when food is required. Food service options will be tailored to the needs of each event. **Food services are provided by the client or a third-party vendor.**

## Alcohol Service

Alcohol may be included in events as requested by customers. Customers wishing to provide their own alcohol must sign an agreement to use only licensed vendors. Countryside Chalet may also offer an alcohol package and is currently working with the State of Kansas to obtain a liquor license for on-site alcohol sales. Security services are provided for all events that include alcohol to ensure safety and compliance.

## Dust Control

The major county roads leading to the venue are hard-surfaced, minimizing dust concerns. The property's driveway is nearly a quarter-mile long, predominantly concrete, with only a small gravel section near 206th Street. Neighboring driveways are gravel.

## Emergency and Safety Procedures

Emergency and safety are top priorities at Countryside Chalet. Contact numbers for emergencies are as follows:

- Michael Sprigg: 845-820-3859
- Karajo Sprigg: 785-202-1827

The existing home on the property features a spacious basement that serves as a shelter during severe weather. The venue is built to withstand winds of 90-100 miles per hour. The designated emergency evacuation route utilizes the paved driveway leading to 206th Street. Fire extinguishers will be installed in accordance with Fire Marshal guidelines, and first aid kits will be available in both the venue and the house.

## Outdoor Storage

Equipment and furnishings will be stored inside the buildings and under the covered patio area, ensuring protection and organization.

## Security Lighting

Security lighting is installed near the outbuilding and home. Similar lighting will be implemented for the event building to ensure adequate illumination and a safe environment for guests and staff.

## Parking

The property covers nearly 10 acres, providing ample parking space for all planned events. No additional parking is needed, and there will be no on- or off-street parking allowed. Parking arrangements are sufficient for any event hosted at the venue.

## Use of Existing Home

The existing home on the property is available for use by guests who have signed the event agreement, supporting event preparations as needed. All other non-contracted guests will primarily utilize the event building and outdoor grounds.

# Emergency Plan for the Countryside Chalet

Comprehensive Procedures for Ensuring Safety and Security During Weddings

## Introduction

This document outlines procedures for responding to a variety of emergencies that could occur during a wedding event, including medical emergencies, fire, severe weather, and security threats. The goal is to minimize risk, facilitate quick response, and maintain calm in stressful situations.

### 1. Emergency Contact Information

- Local Emergency Services: 911
- Nearest Hospital: St. Lukes Community Hospital, 544 Parallel Pkwy, Kansas City, KS 66109, 913-222-8325, has an emergency room.
- Venue Manager: Michael Sprigg 845-820-3859, KaraJo Sprigg 785-202-1827
- Security: On site security during events

### 2. Medical Emergencies

1. Call 911 immediately if the situation is life-threatening.
2. Assign a staff member or security to meet emergency personnel at the venue entrance and guide them to the incident location.
3. Have a basic first aid kit on-site and ensure staff are trained in their use.
4. Document the incident and notify the couple and relevant family members as appropriate.

### 3. Fire or Smoke

1. Call 911.
2. Evacuate guests and staff through designated emergency exits in a calm and orderly manner.
3. Ensure all guests are accounted for at the designated assembly point.
4. Only trained personnel should attempt to use fire extinguishers, if safe to do so.

### 4. Severe Weather (e.g., Tornado, Thunderstorm, Flood)

1. Monitor weather alerts using a reliable source (radio, smartphone apps).

2. Identify and communicate the safest areas in the venue for shelter (e.g., interior rooms, away from windows, in the basement of the house).
3. Move guests and staff to shelter areas when a warning is issued.
4. Have flashlights, extra batteries, and bottled water available.
5. Communicate updates clearly and calmly to all attendees.

## 5. Power Outage

1. Guide guests to safe areas using flashlights.
2. Contact every to report the outage and get an estimated restoration time.
3. Communicate with the wedding party regarding any schedule changes or delays.

## 6. Security Threats (e.g., Uninvited Guests, Disturbances, Suspicious Packages)

1. Immediately notify on-site security or local law enforcement if there is a threat.
2. Do not confront suspicious individuals; instead, keep a safe distance and observe details for reporting.
3. Evacuate the area if instructed by authorities.
4. Document the incident and inform the couple and relevant parties as soon as it is safe to do so.

## 7. Communication Plan

- Designate a spokesperson (venue manager, event coordinator, or security) to communicate with guests and the media if necessary.
- Ensure all staff know their roles and responsibilities during an emergency.

## 8. Post-Emergency Actions

- Account for all guests, staff, and vendors.
- Provide support and first aid as needed.
- Document the incident thoroughly, including actions taken and outcomes.

## Conclusion

A comprehensive emergency plan is essential for any wedding venue to ensure a safe and memorable event. By preparing for various scenarios, training staff, and maintaining clear communication, the venue can effectively respond to emergencies and protect everyone involved.

# Countryside Chalet Site Plan



Trees Surround the Venue / Ceremony Site / and house limiting noise

## Allison, Amy

---

**From:** Michael Sprigg <michael.w.sprigg@gmail.com>  
**Sent:** Wednesday, December 3, 2025 8:48 AM  
**To:** Allison, Amy  
**Cc:** PZ  
**Subject:** Re: DEV-25-124 Countryside Chalet Review Comments

Amy,  
We will apply for the liquor license by November 2026.

v/r  
Michael Sprigg  
845-820-3859

On Tue, Nov 25, 2025 at 9:15 AM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Morning Mr. Sprigg,

Please find the final comment for your application attached. Once that has been addressed, your application will be noticed on the next available meeting.

Sincerely,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

### Disclaimer

*This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed*



## Department of Planning and Zoning Leavenworth County, Kansas SIGN PERMIT APPLICATION

---

**APPLICANT RESPONSIBILITIES:** Submission of less than the following items may delay the review and processing of the application.

- A. A complete application form (Attachment A)
- B. Legal description (current deed) of the property.
- C. A tax clearance certificate from the state and a paid tax receipt from Leavenworth County.
- D. One (1) digital set of the sign design.
- E. Payment of application fee. Make check payable to Leavenworth County Planning and Zoning.

Case No: \_\_\_\_\_

OWNER INFORMATION	APPLICANT/CONTRACTOR INFORMATION
Name <u>Michael Sprigg</u>	Name <u>N/A</u>
Address <u>12751 206th street</u>	Address _____
City/St/Zip <u>Linwood, KS, 66007</u>	City/St/Zip _____
Phone <u>845-820-3859</u>	Phone _____
Email <u>michael.w.sprigg@gmail.com</u>	Email _____
Contact <u>Michael Sprigg</u>	_____

Parcel ID No: \_\_\_\_\_

Address of Property 12751 206th Street Linwood, KS 66007

<b>SIGN SPECIFICATIONS (See Article 25 - Sign Standards – Leavenworth County Zoning and Subdivision Regulations)</b>		
Type of sign <u>Ground sign</u>		
Structural type of sign <u>Wood and fabricated painted</u>		
Maximum sign area (display surface) <u>2 signs hanging from a fence, 12sq ft each</u>		
Structural height <u>52 inches</u>	Width <u>3</u>	Area <u>12 sq ft</u>

I, the undersigned, am the (*circle one*) owner/duly-authorized agent of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Sign Permit as indicated above.

Signature \_\_\_\_\_ Date 9/25/25



Michael Sprigg &lt;michael.w.sprigg@gmail.com&gt;

---

**special use permit**

2 messages

**Michael Sprigg** <michael.w.sprigg@gmail.com>

Thu, Oct 16, 2025 at 1:11 PM

To: "dritter@lvcofd2.com" &lt;dritter@lvcofd2.com&gt;, "kritter@lvcofd2.com" &lt;kritter@lvcofd2.com&gt;

Kevin / Dylan,

I received your contact information from the Leavenworth county planning and zoning department. I'm the current owner of the countryside chalet wedding venue located on 206th street just outside linwood. I'm looking at updating my special use permit and they recommended I reach out to you before to see if there would be any additional requirements that might keep me from submitting my application. I wanted to know what your availability would be to visit about the special use permit.

Thank you for your time.

v/r  
Michael Sprigg  
845-820-3859

---

**Kevin Ritter** <kritter@lvcofd2.com>

Thu, Oct 16, 2025 at 1:38 PM

To: Michael Sprigg &lt;michael.w.sprigg@gmail.com&gt;

Cc: "dritter@lvcofd2.com" &lt;dritter@lvcofd2.com&gt;

We currently do not have any additional requirements at this time.

Thank you,

Kevin

Kevin Ritter  
Fire Chief  
LVCO Fire District #2  
100 Main Street  
P.O. Box 270  
Linwood, KS 66052  
913-208-5352  
[kritter@lvcofd2.com](mailto:kritter@lvcofd2.com)

[Quoted text hidden]

## Allison, Amy

---

**From:** Anderson, Kyle  
**Sent:** Thursday, October 30, 2025 12:29 PM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-25-124 Special Use Permit - Countryside Chalet

We have not received any complaints on this property.

Kyle Anderson  
Environmental Technician/Code Enforcement  
Leavenworth County Planning & Zoning  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
913-684-1084

*Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.*

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, October 29, 2025 5:07 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew'; Khalil, Jon <jkhalil@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcafee@leavenworthcounty.gov>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>; 'designgrouplawrenceservicecenter@evergy.com' <designgrouplawrenceservicecenter@evergy.com>; 'rwd10@conleysandu.com' <rwd10@conleysandu.com>  
**Cc:** PZ <pz@leavenworthcounty.gov>  
**Subject:** RE: DEV-25-124 Special Use Permit - Countryside Chalet

Good Afternoon,

The Department of Planning and Zoning has a received a Special Use Permit application for Countryside Chalet, an event center, located at 12751 206<sup>th</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, November 12, 2025

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

# MEMO

**To:** Amy Allison  
**From:** Chuck Magaha  
**Subject:** Event Center M&K Events DBA Countryside Chalet  
**Date:** October 30, 2025

Amy, thank you for the opportunity in review the recent special use permit submitted by Michael and Kara Jo Sprigg for an event center on their property. The suggestions I have would be the requirement of a contingent plan which the applicant provided, in all hazard planning pertaining to their facility. The center would be responsible to provide safe shelter in the event of dangerous weather or other emergencies. The applicant needs to consider fire protection, IE. Escape routes posted, notification procedures, fire extinguishers and emergency contacts to be posted throughout the facilities with the address of the center attached to the notification information. The applicant needs to be able to address the public during severe weather, sheltering in the event of tornados or high winds or flood. An all-hazard weather radio needs to be placed in the facility and monitored for impending alerts that may affect the area. Smoke detectors placed throughout the gathering points of the center need to be in working order. A sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. I have no further comments to make at this time.

## Allison, Amy

---

**From:** Ryan McCallister <Ryan.McCallister@evergy.com>  
**Sent:** Thursday, October 30, 2025 7:49 AM  
**To:** Allison, Amy  
**Subject:** RE: DEV-25-124 Special Use Permit - Countryside Chalet

Internal Use Only

Good morning, Allison,

Evergy does not see an issues with this permit.

Thank you!

### Ryan McCallister

Evergy  
Distribution Designer  
[ryan.mccallister@Evergy.com](mailto:ryan.mccallister@Evergy.com)  
O (785) 865-4844

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, October 29, 2025 5:07 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew' <IMCEAEX-\_o=Leavenworth-CJC\_ou=CJC\_cn=Recipients\_cn=Adedeke@namprd09.prod.outlook.com>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>; Design Group Lawrence Service Center <designgrouplawrenceservicecenter@evergy.com>; 'rwd10@conleysandu.com' <rwd10@conleysandu.com>  
**Cc:** PZ <pz@leavenworthcounty.gov>  
**Subject:** RE: DEV-25-124 Special Use Permit - Countryside Chalet

#### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

The Department of Planning and Zoning has a received a Special Use Permit application for Countryside Chalet, an event center, located at 12751 206<sup>th</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, November 12, 2025

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

## Allison, Amy

---

**From:** Noll, Bill  
**Sent:** Wednesday, November 5, 2025 3:00 PM  
**To:** Allison, Amy; Anderson, Kyle; Khalil, Jon; 'Mitch Pleak'; McAfee, Joe  
**Cc:** Allison, Amy; Anderson, Kyle; Chamberlain, Dawn; Jacobson, John; Johnson, Melissa; Schweitzer, Joshua  
**Subject:** RE: RE: DEV-25-124 Special Use Permit - Countryside Chalet

Amy,

Since the events are not increasing in size, which would impact traffic study information, I don't see that the increase in the number of events will require a new traffic study to be completed.

Thanks

Bill

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Wednesday, October 29, 2025 5:07 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew'; Khalil, Jon <jkhalil@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>; 'designgrouplawrenceservicecenter@evergy.com' <designgrouplawrenceservicecenter@evergy.com>; 'rwd10@conleysandu.com' <rwd10@conleysandu.com>  
**Cc:** PZ <pz@leavenworthcounty.gov>  
**Subject:** RE: DEV-25-124 Special Use Permit - Countryside Chalet

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for Countryside Chalet, an event center, located at 12751 206<sup>th</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, November 12, 2025

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

### Disclaimer

*This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed*

## Allison, Amy

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**From:** Mary Conley <mary.conley@conleysandu.com>  
**Sent:** Thursday, November 6, 2025 8:29 AM  
**To:** Allison, Amy  
**Subject:** Private message regarding: DEV-25-124 Special Use Permit - Countryside Chalet  
**Attachments:** Special Use Permit Application with Traffic Impact Policy 102125.pdf; Narrative Guide updated 101025.pdf; Site Plan 101025.pdf; Emergency Plan for the Countryside Chalet.pdf

Leavenworth RWD10 has no concerns with this request. Also, can you please update our email address to rwd10@rwd10leavenworth.com?

Thank you,  
Mary Conley

On Wednesday, October 29, 2025 at 5:06:46 PM UTC-5 Allison, Amy wrote:

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for Countryside Chalet, an event center, located at 12751 206<sup>th</sup> Street.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Wednesday, November 12, 2025

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

## RESOLUTION 2026-05

**A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for an Event Center – M&K Estates LLC on the following described property:**

A tract of land in the Southeast Quarter of Section 15, Township 12 South, Range 21 East of the 6th P.M., more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 15; thence south 00 Degrees 07 Minutes 11 Seconds West on the East line of the Southeast Quarter of said Section 15, a distance of 328.42 feet to a point of beginning; thence South 00 Degrees 07 Minutes 11 Seconds East on the East line of the Southeast Quarter of said Section 15, a distance of 328.42 feet; thence North 89 Degrees 21 Minutes 12 Seconds West, a distance of 1328.61 feet; thence North 00 Degrees 04 Minutes 33 Seconds East, a distance of 328.42 feet; thence South 89 Degrees 21 Minutes 12 Seconds East, a distance of 1327.49 feet to the point of beginning, less any part thereof taken or used for road purposes, in Leavenworth County, Kansas.

**WHEREAS**, a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 29<sup>th</sup> day of October, 2025, and

**WHEREAS**, the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 14<sup>th</sup> day of January, 2026; and

**WHEREAS**, the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

**WHEREAS**, the Board of County Commission considered, in session on the 4<sup>th</sup> day of February, 2026, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the findings as set forth in the staff report and as amended and adopted by the Planning Commission; and,
2. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
3. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of February, 2026, and incorporated herein by reference;

**That Case No. DEV-25-124, Special Use Permit (SUP) for an Event Center – M&K Estates LLC be conditionally approved subject to the performance and observation of the following conditions:**

1. The SUP shall be limited to a period of ten (10) years.
2. The business hours shall be dependent upon the event. Events shall end by midnight, Friday and Saturday, and by 11 pm Sunday through Thursday.
3. The maximum occupancy for any event shall not exceed 200.
4. The SUP shall be limited to a total of four (4) employees, not including the business owners/family members or third-party vendors.
5. The number of events shall be limited to a maximum of eighty (80) per year.
6. Any noise generated by this Special Use Permit shall not exceed a decibel level of 60 as measured at

- the property line.
7. Lighting generated from the development shall be limited 0.00 foot-candles net gain, as measured at the property line.
  8. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
  9. No on-street parking shall be allowed.
  10. Alcohol sale or service shall not be provided by the owners until after October 2026 and until all local and state licensure has been approved and a copy provided to the Planning & Zoning Department.
  11. Private security shall be provided by the applicant for any event where alcohol is served.
  12. The applicant shall adhere to the following memorandums:
    - a. Memo – Chuck Magaha, Emergency Management, October 30, 2025
  13. The Special Use Permit shall be subject to the application and written narrative provided on October 17, 2025 and as amended on November 13, 2025 and December 3, 2025.
  14. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
  15. That no public nuisance be allowed or created upon the subject real property.
  16. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
  17. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. M&K Estates, LLC and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the County for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

Located in Section 15, Township 12 South, Range 21, in Leavenworth County, Kansas more commonly known as 12751 206<sup>th</sup> Street.

Adopted this 4<sup>th</sup> day of February, 2026  
 Board of County Commission  
 Leavenworth, County, Kansas

\_\_\_\_\_  
 Mike Stieben, Chairman

ATTEST:

\_\_\_\_\_  
 Jeff Culbertson, Member

\_\_\_\_\_  
 Fran Keppler, Leavenworth County Clerk

\_\_\_\_\_  
 Vanessa Reid, Member

\_\_\_\_\_  
 Willie Dove, Member

\_\_\_\_\_  
 Mike Smith, Member

**Leavenworth County  
Request for Board Action  
Resolution 2026-06  
Special Use Permit - Tri-Hull Crane Rental LLC  
\*Regular Agenda\***

**Date: February 4, 2026  
To: Board of County Commissioners  
From: Planning & Zoning Staff**

**Department Head Review: John Jacobson, Reviewed**

**Additional Reviews as needed:**

**Budget Review  Administrator Review  Legal Review**

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**Action Requested:**

Chairman, I move that the proposed Special Use Permit as outlined in case DEV-25-137 be approved based on the recommendation and findings of the Planning Commission on the Golden factors and the analysis set forth in the Staff Report as amended by the Planning Commission and as substantiated by the facts, testimony and evidence presented at the public hearing.

**Analysis:** The applicant is requesting a Special Use Permit for an existing crane rental business. The business is operating under an active SUP issued in 2023. LVCO BOCC Resolution 2023-32 approved the operation of this business for an additional two years but is non-renewable.

The applicant is requesting to renew the SUP with a 10-year term. The applicant is proposing to change the general hours of operation to Monday-Friday from 6:00AM until 5:00PM, with occasional use on Saturdays. Typically, the site will be visited by five employees. Customers to the site are not proposed. The proposed use is allowed with a special use permit. They do receive 1-2 deliveries a week of equipment. The storage and equipment is parked away from the roadway and is screened by a block wall. The applicant has limited traffic to Loring Road and 24/40 and K-32. Staff is recommending that, if approved, a drainage structure assessment be completed by a licensed engineer and performed over all proposed routes per the traffic study policy.

Staff is not in support of the Special Use Permit request due to Condition #1 of 2023-32 which allowed for the continuation of the business for an additional 2 years, but is non-renewable. The proposed use is an industrial business that is located in residential area. The proposed use is not compatible with the Future Land Use Map and is not in conformance with the Comprehensive Plan. Staff classifies the proposed use as a Type 4 due to the industrial nature of the business. If a recommendation of approval occurs, staff recommends placing a two year time limit on the permit.

**Planning Commission Recommendation:** The Planning Commission voted 7-0 (2 absent) to recommend approval of Resolution 2026-06 (Case No. DEV-25-137) a Special Use Permit for Tri-Hull Crane Rental LLC with conditions as modified by the Planning Commission. The Commission recommends amending the proposed condition #1 to state:

1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and 2023-32, except for Condition #1, and limited to a period of five (5) years.

**Alternatives:**

1. Approve Case DEV-25-137 (Resolution 2026-06), Special Use Permit for Contractor's Yard for Tri-Hull Crane Rental LLC, with Findings of Fact, and with or without conditions; or
2. Deny Case DEV-25-137 (Resolution 2026-06), Special Use Permit for Contractor's Yard for Tri-Hull Crane Rental LLC, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case DEV-25-137 (Resolution 2026-06), Special Use Permit for Contractor's Yard for Tri-Hull Crane Rental LLC, with Findings of Fact; or
4. Remand the case back to the Planning Commission.

**Budgetary Impact:**

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

**Total Amount Requested:**

\$0.00

**Additional Attachments:** Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-25-137 SUP – Contractors Yard – Tri-Hull Crane Rental

January 14, 2026

**REQUEST: *Public Hearing Required***

- Zoning Amendment                       Special Use Permit  
 Temporary Special Use Permit

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY: 24838 LORING ROAD**



**APPLICANT/APPLICANT AGENT:**

DEE HULL  
TRI-HULL CRANE RENTAL  
24838 LORING RD  
LAWRENCE, KS 66044

**PROPERTY OWNER:**

TRI-HULL LLC

**CONCURRENT APPLICATIONS:**

N/A

**LAND USE**

ZONING: RR-5

FUTURE LAND USE DESIGNATION:  
RESIDENTIAL 2.5 acre minimum

**LEGAL DESCRIPTION:**

A tract of land located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas

SUBDIVISION: N/A

FLOODPLAIN: N/A

**STAFF RECOMMENDATION: DENIAL**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. Dev-25-137, Special Use Permit for Tri-Hull LLC for a Special Use Contractor Yard, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-137, Special Use Permit for Tri-Hull LLC for a Special Use Contractor Yard, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: +- 39.70 ACRES

PARCEL ID NO:  
211-11-0-00-00-017.02

BUILDINGS: Three  
EXISTING: Manufactured Home and two accessory buildings.

**PROJECT SUMMARY:**

The applicant is requesting a renewal of a Special Use Permit for Contractor's Yard for Tri-Hull Crane Rental for the property located at 24838 Loring Road.

**ACCESS/STREET:**

Loring Road – Local, ±22' WIDE,  
GRAVEL

**Location Map:**



**UTILITIES**

SEWER: SEPTIC

FIRE: RENO

WATER: N/A

ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: 12/12/2025

NEWSPAPER NOTIFICATION:  
12/24/2025

NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
12/22/2025



<p><b>6. Relative gain to economic development, public health, safety and welfare:</b> The proposed application would allow for another business to continue to operate within Leavenworth County. There does not appear to be any detrimental effects to <i>the public health, safety or welfare</i>.</p>	✓	
<p><b>7. Conformance to the Comprehensive Plan:</b>  <i>Future Land Use Map: Rural Residential 2.5</i></p> <p><i>Section 4 Land Use and Development Plan Strategies: The proposed use is not compatible with the future land use designation.</i></p>		✓

**STAFF COMMENTS:**

The applicant is requesting a Special Use Permit for an existing crane rental business. The business is operating under an active SUP issued in 2023. LVCO BOCC Resolution 2023-32 approved the operation of this business for an additional two years but is non-renewable.

The applicant is requesting to renew the SUP with a 10-year term. The applicant is proposing to change the general hours of operation to Monday-Friday from 6:00AM until 5:00PM, with occasional use on Saturdays. Typically, the site will be visited by five employees. Customers to the site are not proposed. The proposed use is allowed with a special use permit. They do receive 1-2 deliveries a week of equipment. The storage and equipment is parked away from the roadway and is screened by a block wall. The applicant has limited traffic to Loring Road and 24/40 and K-32. Staff is recommending that, if approved, a drainage structure assessment be completed by a licensed engineer and performed over all proposed routes per the traffic study policy.

Staff is not in support of the Special Use Permit request due to Condition #1 of 2023-32 which allowed for the continuation of the business for an additional 2 years, but is non-renewable. The proposed use is an industrial business that is located in residential area. The proposed use is not compatible with the Future Land Use Map and is not in conformance with the Comprehensive Plan. Staff classifies the proposed use as a Type 4 due to the industrial nature of the business. If a recommendation of approval occurs, staff recommends placing a two year time limit on the permit.

**STAFF RECOMMENDS DENIAL BUT PROPOSE THE FOLLOWING CONDITIONS IF APPROVAL IS CONSIDERED:**

Conditions for approval of DEV-25-137, SUP for Tri-Hull Crane Rental are as follows:

1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and 2023-32, except for Condition #1, and limited to a period of two (2) years and non-renewable.
2. The business shall be limited to the hours of 6:00 AM until 5:00 PM, Monday-Friday and 8:00 AM until 2:00 PM, Saturday.
3. The SUP shall be limited to five full-time employees.
4. The applicant shall pay for and supply to the Public Works Department for review, prior to issuance of the SUP, a drainage structure assessment by a licensed Kansas engineer. The engineer’s assessment and opinion of impacted structure on the specified haul route to resist imposed loading over the term of the 24-month term. The intent is to assess and maintain the structural integrity of the County roadway and structures for the duration of the SUP use.
5. All business-related traffic shall be directed west to 24/40 Highway.
6. Business-related traffic shall not be allowed to travel east along Loring Road.
7. No residential use of any RV shall be allowed on the premises subject to the SUP. Applicant shall promptly supply to the Planning & Zoning Department adequate proof that no residential use of any RV exists on the premises.
8. The applicant shall adhere to the following memorandums:
  - a. Memo - Mitch Pleak, P.E. - Public Works, December 2, 2025

9. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. Adequate screening shall be installed and maintained around the salvage yard area sufficient to screen the area from public view.
12. An Emergency Plan shall be provided to and approved by the Emergency Management Department prior to the issuance of the permit.
13. This SUP shall be limited to the application and narrative dated November 17, 2025 and updated on December 11, 2025.
14. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
15. That no public nuisance be allowed or created upon the subject real property.
16. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
17. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Kaw Valley Companies, Inc., and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the County for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

**PROPOSED MOTIONS:**

**Approve:**

*Chairman, I find that the special use permit request complies with the Golden Factors and move to recommend approval to the Board of County Commissioners of the request as outlined in Case DEV-25-137 based on the amended findings [insert specific finding] as set forth in the Staff Report.*

**Denial:**

*Chairman, I find that the special use permit does not comply with the Golden Factors (LIST FACTORS) and move to recommend denial to the Board of County Commissioners as outlined in Case DEV-25-137.*

**Table:**

*Chairman, I move to table Case DEV-25-137 to (DATE AND TIME) requesting additional information for (STATE THE REASONS).*

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Memorandums

**SPECIAL USE PERMIT APPLICATION**

Leavenworth County Planning Department  
300 Walnut, St., Suite 212  
County Courthouse  
Leavenworth, Kansas 66048  
913-684-0465

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Donna Hull</u>	NAME _____
ADDRESS <u>24838 Loring Rd</u>	ADDRESS _____
CITY/ST/ZIP <u>Lawrence, KS 66044</u>	CITY/ST/ZIP _____
PHONE <u>816-729-0261</u>	PHONE _____
EMAIL <u>thcranerental@gmail.com</u>	EMAIL _____
CONTACT PERSON <u>Donna (DEE) Hull</u>	CONTACT PERSON _____

**PROPERTY INFORMATION**

PID: 211-11 017.02 Zoning District: Reno

Address of property 24838 Loring Rd Parcel size 40 Acres

Current use of the property \_\_\_\_\_

Does the owner live on the property?  Yes  No

Proposed Special Use Continued use of Crane Business

**TAX ASSESSEMENT STATEMENT**

Upon the granting of a Special Use Permit by the Leavenworth County Board of County Commissioners, the assessable nature of the above referenced property and structures on the property may result in a change of the Appraised Class and Value and in the next year's Tax Assessment.

Donna Hull

I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one)  Yes  No

I, the undersigned am the (circle one) owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit and acknowledge the potential of a change in the Appraised Value of my property as indicated above. I hereby agree to "cease and desist" the operation of the activity upon denial of the permit by the Board of County Commissioners.

Signature Donna Hull Date 11/17/2025

**ATTACHMENT A**

**PROPOSED SPECIAL USE PERMIT INFORMATION**

Name of Business Tri-Hull Crane Rental, LLC

Existing and Proposed Structures House, Horse Barn, Large barn/garage, proposed new home and additional building

Number of structures used for Special Use Permit 1

Will the use require parking?  Yes  No How many parking spaces are proposed/available? 9/9

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
Month Month

Reason for requesting a Special Use Permit: Continued use of Crane Rental Business

**Estimated Traffic**

*In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.*

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily 4 Weekly 20 Monthly 80

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?

Daily 6 Weekly 32 Monthly 128

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days) in a calendar year.

Passenger: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

Commercial: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):

What is the anticipated route(s) from the nearest State Highway to the Site? Right from the driveway to US/24/40  
no changes from current restrictions

**Special Use Permit Renewal**

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:

We have purchased additional equipment, however we have reduced the number of employees,  
no additional traffic trips are expected

Have you added any buildings since the SUP was last issued?  Yes  No Any parking?  Yes  No

**ATTACHMENT B**

LUS05072  
CAPITAL TITLE INSURANCE COMPANY, LC  
3115 W. 6<sup>th</sup> Street, Suite K  
Lawrence, Kansas 66049

Entered in the transfer record in my office this  
17<sup>th</sup> day of June, 2005  
Dennis H. Milleret  
County Clerk

STATE OF KANSAS  
COUNTY OF LEAVENWORTH-SC  
FILED FOR RECORD

2005 JUN -7 P 1:39 P

STACY R. DRISCOLL  
REGISTER OF DEEDS

**KANSAS WARRANTY DEED  
(Kansas Statutory Form)**

Grantor: **Dennis H. Milleret and Carolyn Y. Milleret, husband and wife**

For One Dollar and other valuable considerations conveys and warrants to

Grantee: **Tri-Hull, LLC**

the following described real estate:

A tract of land located in the Southeast Quarter (SE/4) of Section Eleven (11), Township Twelve South (T12S), Range Twenty East (R20E) of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of said Southeast Quarter (SE/4), thence North 90° 00' 00" East along the South line of said Southeast Quarter (SE/4) 655.88 feet to the True Point of Beginning; thence North 0° 05' 29" West parallel to the West line of said Southeast Quarter (SE/4) 2,653.55 feet to a point on the North line of said Southeast Quarter (SE/4) which is South 89° 44' 15" East 655.89 feet from the Northwest corner of said Southeast Quarter (SE/4), thence South 89° 44' 15" East along said North line 657.02 feet, thence South 0° 05' 29" East parallel to the West line of said Southeast Quarter (SE/4) 2,650.54 feet to the South line of said Southeast Quarter (SE/4), thence South 90° 00' 00" West along said South line 657.00 feet to the POINT OF BEGINNING.

**SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, NOW OF RECORD.**

**TO HAVE AND TO HOLD** The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever; the said party(ies) of the first part hereby covenanting that he/she/they lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he/she/they has/have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by him/her/them or those under whom he/she/they claim; and that he/she/they will warrant and defend the title to the said premises unto the said party(ies) of the second part and unto his/her/their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, The said party(ies) of the first part has/have hereunto set his/her/their hand(s) and seal on this 20<sup>th</sup> day of June, 2005

\_\_\_\_\_ Dennis H. Milleret  
Dennis H. Milleret

\_\_\_\_\_ Carolyn Y. Milleret  
Carolyn Y. Milleret

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

On this 20<sup>th</sup> day of June, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dennis H. Milleret and Carolyn Y. Milleret, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.

**RANDALL L. RIBBELL**  
Notary Public - State of Kansas  
My Appt. Exp. 6-30-05

\_\_\_\_\_ Randall L. Ribbell  
Notary Public

BK 0952 PG 1256

**OWNER AUTHORIZATION**

I/WE Tri-Hull Crane Rental, LLC, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 17<sup>th</sup> day of Dec, 2025, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property  
  
See Attachment "A" attached hereto and incorporated herein by reference.
2. I/We the undersigned, have previously authorized and hereby authorize \_\_\_\_\_ (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, \_\_\_\_\_ (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Donna Hull  
Owner

\_\_\_\_\_  
Owner

STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 17 day of November 2025

by Donna Hull

My Commission Expires: 02-21-28

Michelle Gini

Notary Public



**ATTACHMENT C**

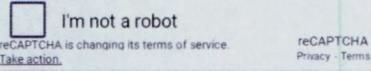
Business Search ?

The business name or identification number on file with the Secretary of State.

- By business name  By Kansas Secretary of State Business ID  By current resident agent name

Tri-Hull Crane Rental LLC

- Contains  Starts With



Search

Return To Search Results

[General Information](#)

[View Documents](#)

**Business ID**

7757842 [Purchase Certified Copies](#)

**Business Name**

TRI-HULL CRANE RENTAL, LLC

**Type**

Domestic Limited Liability Company

**Formation Date**

05/08/2014

**Jurisdiction**

Kansas

**Status**

Active and in Good Standing

[Purchase Certificate of Good Standing](#)

**Principal Office**

**Address**

24838 Loring Rd [Update Online](#)

**City, State Zip**

Lawrence, KS 66044

**Country**

United States of America

**Resident Agent Name**

DONNA MARIE HULL MRS.

**Registered Office**

**Address**

24838 Loring Road

**City, State Zip**

LAWRENCE, KS 66044

**Last Reporting Year**

2024

**Next Report Due Date**

04/15/2026

**Forfeiture Date**

07/15/2026

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# Leavenworth County, KS



## Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- + Railroad
- Section
- Section Boundaries
- County Boundary
- LOMRs
- River Mile Markers
- Cross-Sections
- ~ Base Flood Elevations
- || Levees
- Flood Hazard Zones
- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard

## Notes

1 in. = 363ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Business Description 2025

Our small family business consists of specialized mobile cranes and occasional use of semi tractors and trailers. In addition, we have a variety of farm vehicles for property maintenance and farm use. Our business is weather dependent like construction. We do not produce or manufacture a product to sell and have no store front for sales. Our location is not open to the public.

We would like to apply for a 10-year extension of the current SUP. There are several Special Use Permits along this road and in the area that we know of; 2 Wineries with high volumes of traffic that way exceeds the amount of traffic that we use and is continually increasing and a nursery. In addition, the economy has continued to worsen since our first application and doesn't appear to be getting better. Currently our property is taxed as commercial property, which the other SUPs are not.

We don't have food or alcohol service.

We don't have any signs or have any plans to install any currently.

Our hours of operation are 6am to 5pm, Monday through Friday and occasionally Saturday. We have 5 full-time employees, 3 of which are family. Only 3 of our employees come to this place of business as work is scheduled.

We receive deliveries; however, nothing is regularly scheduled. We get 1-2 deliveries a week of equipment.

Our storage and equipment are parked several hundred feet off the roadway. We have placed a concrete block wall to screen some of the equipment.

We do offer short-term storage of equipment that we are going to place on a job for our customers, which consists largely of mechanical equipment. We recycle equipment thru American Recycling out of Topeka or Kansas City and Rapid Recovery for any equipment removed.

Our initial traffic route is right out of the driveway on to Loring Rd a (gravel road) to US-24 Hwy or KS-32 Hwy.

No additional water is needed. However, we do have a Johnny on the spot for our employees and anyone who needs the use of one.

There is no pollution hazard. We don't use chemicals or store any.

We have a bulk fuel tank that is serviced by Leavenworth CO-OP, it fills our farm and business vehicles. We do use oil and we store a small bulk amount of it for use in routine oil changes and maintenance, as well as parts and supplies. The used oils are then recycled

Our plans are to build a new home to replace our current one.

We have security lightening on both the garage and horse barn. Emergency and safety contacts are posted on the door, fire extinguishers, and evaluation plans are in place.

## Allison, Amy

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**From:** Steven Heath <Steven.Heath@evergy.com>  
**Sent:** Tuesday, November 18, 2025 3:56 PM  
**To:** Allison, Amy; Ryan McCallister  
**Subject:** Re: DEV-25-137 Special Use Permit - Tri-Hull LLC

Internal Use Only

Evergy does not have conflict with the requested special use permit.

Thank you,

**Steven Heath**

Evergy

TD Designer III

[Steven.Heath@evergy.com](mailto:Steven.Heath@evergy.com)

O: 785-865-4857

C: 785-508-2550 (does not receive texts)

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**From:** Allison, Amy <AAllison@leavenworthcounty.gov>

**Sent:** Tuesday, November 18, 2025 3:46 PM

**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew' <IMCEAEX-\_o=Leavenworth-CJC\_ou=CJC\_cn=Recipients\_cn=Adedeke@namprd09.prod.outlook.com>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; Design Group Lawrence Service Center <designgrouplawrenceservicecenter@evergy.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; 'Mitch Pleak' <mpleak@olsson.com>

**Cc:** PZ <pz@leavenworthcounty.gov>

**Subject:** RE: DEV-25-137 Special Use Permit - Tri-Hull LLC

### This Message Is From an External Sender

This message came from outside your organization.

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Report Suspicious

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Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for a crane contractors yard at the property located at 24838 Loring Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, December 2, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

## Allison, Amy

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**From:** Dylan Ritter <dritter@lvcofd2.com>  
**Sent:** Wednesday, November 19, 2025 4:45 AM  
**To:** Allison, Amy  
**Subject:** Re: DEV-25-137 Special Use Permit - Tri-Hull LLC

Leavenworth County Fire District #2 has no comments or concerns regarding this SUP request.

Thank you

Dylan Ritter  
Assistant Chief  
Leavenworth County Fire District #2  
100 Main Street  
P.O. Box 270  
Linwood, KS, 66052  
(913) 339-8973

On Tue, Nov 18, 2025 at 15:46 Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application for a crane contractors yard at the property located at 24838 Loring Road.

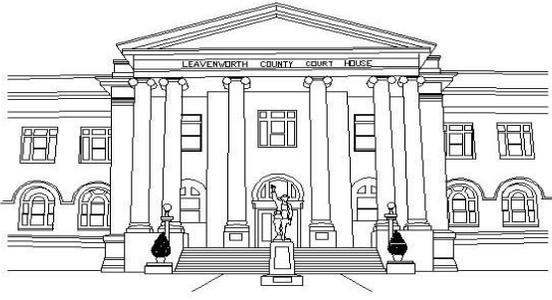
The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Tuesday, December 2, 2025.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP

Deputy Director



# COUNTY OF LEAVENWORTH

## Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

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December 2, 2025

### **Tri-Hull, LLC SUP DEV-25-137 – Public Works Review**

The Public Works Department have reviewed the following documents:

- 2025.11.18 Application.
- 2025.11.18 Narrative.
- 2025.11.18 Aerial.

Public Works review is limited to public right-of-way only and the route along Loring Road between US-24/40 and the SUP Site (24838 Loring Road). Route is a gravel roadway. Fire Protection was not reviewed by Public Works.

The application as presented represents no additional traffic trips to the road network when compared to the current SUP. Trip generation and turning template information submitted under the current SUP is expected to adequately represent the site. Based on visual inspection, it does not appear that current operations are overtracking or exceeding the available drive width.

Below are the initial comments from the documents received listed above. Based on the review of the requested information below, additional comments, investigations, and studies may be generated. Direct any questions to Amy Allison at [aallison@leavenworthcounty.gov](mailto:aallison@leavenworthcounty.gov)

1. Per the Traffic Impact Policy: The Applicant shall inspect and complete a structural health assessment for the structures along the route (Loring Road from Site to US-24/40). This assessment shall evaluate the condition and ability for all drainage structures under the public roadway to satisfactorily carry the anticipated truck loadings. The structures shall be defined as all bridges (including those with a length less than FHWA's 20-foot bridge length), culverts, and storm pipes greater than 15 inches in diameter. The assessment shall include a photo log of each structure, condition assessment (utilize NBI ratings criteria, where applicable), tabulation of deficiencies, and recommendation for suitability to sustain the proposed traffic loadings. Provide weights, lengths, and configurations (axle weights and spacings) for cranes and semis (commercial vehicles used in the SUP). The assessment shall be signed and sealed by a professional engineer registered in the State of Kansas. The photo log shall include two structure end elevations, one photo looking in each direction along the roadway at the structure, one photo looking upstream, one photo looking downstream, and at least one photo through the opening of the structure.
2. US-24-40 is within KDOT jurisdiction. Application to be sent to KDOT for review and determination of any study requirements. Documentation from KDOT on findings to be submitted to the County.

## RESOLUTION 2023-32

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for Tri-Hull Crane Rentals LLC on the following described property:

**A tract of land located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas more commonly known as 24838 Loring Road.**

**WHEREAS**, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 13<sup>th</sup> day of October, 2023, and

**WHEREAS**, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 8<sup>th</sup> day of November, 2023; and

**WHEREAS**, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

**WHEREAS**, the Board of County Commission considered, in session on the 13<sup>th</sup> day of December, 2023, the recommendation of the Leavenworth County Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commission of Leavenworth County, Kansas, that:

1. Based upon the findings as set forth in the staff report and as adopted by the Planning Commission; and
2. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and
3. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 13<sup>th</sup> day of December, 2023, and incorporated herein by reference;

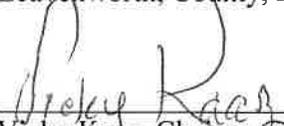
**That Case No. DEV-23-136, Special Use Permit for Tri-Hull Crane Rentals LLC be conditionally approved subject to the performance and observation of the following conditions:**

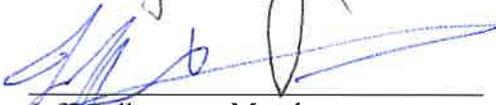
1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and limited to a period of two (2) years and is non-renewable.

2. The business shall be limited to the hours of 6:00 AM until 5:00 PM, Monday-Friday and 8:00 AM until 2:00 PM, Saturday.
3. The SUP shall be limited to six full-time employees.
4. The applicant shall pay for and supply to public works for review, prior to issuance of the SUP, a drainage structure assessment by a licensed Kansas engineer. The engineer's assessment shall include an opinion of impacted structure on the specified haul route to resist imposed loading over the term of the 24-month term. The intent is to assess and maintain the structural integrity of the county roadway and structures for the duration of the SUP use.
5. All business-related traffic shall be directed west to 24/40 Highway.
6. Business-related traffic shall not be allowed to travel east along Loring Road.
7. The existing RV shall be removed or an affidavit stating it will not be lived in shall be signed and notarized.
8. The applicant shall adhere to the following memorandums:
  - a. Memo - Kyle Anderson - Planning and Zoning, October 04, 2023
  - b. Memo - Mitch Pleak, P.E. - Public Works, October 24, 2023
  - c. Memo - John Jacobson - Planning and Zoning October 25,2023
9. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. This SUP shall be limited to the Narrative dated October 2, 2023 submitted with this application.
12. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable. After approval of this SUP by the Board of County Commission, all conditions listed shall be adhered to and copies shall be provided to the Planning and Zoning Department within 30 days.

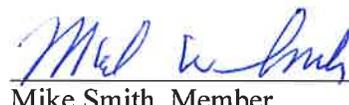
located in the Southeast Quarter of Section 11, Township 12 South, Range 20 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas **more commonly known as 24838 Loring Road.**

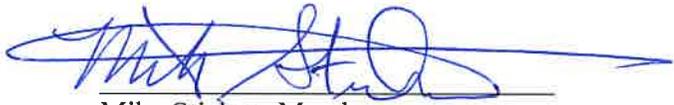
Adopted this 13<sup>th</sup> day of December, 2023  
Board of County Commission  
Leavenworth, County, Kansas

  
\_\_\_\_\_  
Vicky Kaaz, Chairperson

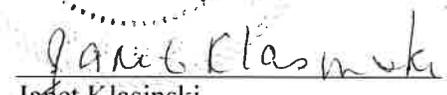
  
\_\_\_\_\_  
Jeff Culbertson, Member

  
\_\_\_\_\_  
Doug Smith, Member

  
\_\_\_\_\_  
Mike Smith, Member

  
\_\_\_\_\_  
Mike Stieben, Member



  
\_\_\_\_\_  
Janet Klasinski

**RESOLUTION 2026-06**

**A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for a Contractor’s Yard – Tri-Hull Crane Rental LLC on the following described property:**

A tract of land located in the Southeast Quarter (SE/4) of Section Eleven (11), Township Twelve South (T12S), Range Twenty East (R20E) of the 6th P.M., Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of said Southeast Quarter (SE/4), thence North 90 degrees 00’00” East along the South line of said Southeast Quarter (SE/4) 655.88 feet to the True Point of Beginning; thence North degrees 05’29” West parallel to the West line of said Southeast Quarter (SE/4) 2,653.55 feet to a point on the North line of said Southeast Quarter (SE/4) which is South 89 degrees 44’15” East 655.89 feet from the Northwest corner of said Southeast Quarter (SE/4), thence South 89 degrees 44’15” East 655.89 feet from the Northwest corner of said Southeast Quarter (SE/4), thence South 89 degrees 44’15” East along said North line 657.02 feet, thence South 0 degrees 05’29” East parallel to the West line of aid Southeast Quarter (SE/4) 2,650.54 feet to the South line of said Southeast Quarter (SE/4), thence South 90 degrees 00’00” West along said South line 657.00 feet to the Point of Beginning.

**WHEREAS**, a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 11<sup>th</sup> day of November, 2025, and

**WHEREAS**, the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 14<sup>th</sup> day of January, 2026; and

**WHEREAS**, the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be approved, subject to special conditions as set forth; and

**WHEREAS**, the Board of County Commission considered, in session on the 4<sup>th</sup> day of February, 2026, the recommendation of the Leavenworth County Planning Commission.

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

1. Based upon the findings as set forth in the staff report and as amended and adopted by the Planning Commission; and,
2. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission; and,
3. Based upon the findings of fact adopted by the Board of County Commission in regular session on the 4<sup>th</sup> day of February, 2026, and incorporated herein by reference;

**That Case No. DEV-25-137, Special Use Permit (SUP) for a Contractor’s Yard – Tri-Hull Crane Rental LLC be conditionally approved subject to the performance and observation of the following conditions:**

1. The SUP shall be compliant with LVCO BOCC Resolution 2020-25 and 2023-32, except for Condition #1, and limited to a period of five (5) years.
2. The business shall be limited to the hours of 6:00 AM until 5:00 PM, Monday-Friday and 8:00 AM until 2:00 PM, Saturday.

3. The SUP shall be limited to five full-time employees.
4. The applicant shall pay for and supply to the Public Works Department for review, prior to issuance of the SUP, a drainage structure assessment by a licensed Kansas engineer. The engineer's assessment and opinion of impacted structure on the specified haul route to resist imposed loading over the term of the 24-month term. The intent is to assess and maintain the structural integrity of the County roadway and structures for the duration of the SUP use.
5. All business-related traffic shall be directed west to 24/40 Highway.
6. Business-related traffic shall not be allowed to travel east along Loring Road.
7. No residential use of any RV shall be allowed on the premises subject to the SUP. Applicant shall promptly supply to the Planning & Zoning Department adequate proof that no residential use of any RV exists on the premises.
8. The applicant shall adhere to the following memorandums:
  - a. Memo - Mitch Pleak, P.E. - Public Works, December 2, 2025
9. No signage is allowed in the right-of-way. No signage is requested with the SUP. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
10. No on-street parking shall be allowed.
11. Adequate screening shall be installed and maintained around the salvage yard area sufficient to screen the area from public view.
12. An Emergency Plan shall be provided to and approved by the Emergency Management Department prior to the issuance of the permit.
13. This SUP shall be limited to the application and narrative dated November 17, 2025 and updated on December 11, 2025.
14. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
15. That no public nuisance be allowed or created upon the subject real property.
16. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
17. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. Tri-Hull Crane Rental LLC, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the County for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

Located in Section 11, Township 12 South, Range 20, in Leavenworth County, Kansas more commonly known as 24838 Loring Road.

Adopted this 4<sup>th</sup> day of February, 2026  
 Board of County Commission  
 Leavenworth, County, Kansas

\_\_\_\_\_  
 Mike Stieben, Chairman

ATTEST:

\_\_\_\_\_  
 Jeff Culbertson, Member

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Fran Keppler, Leavenworth County Clerk

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Vanessa Reid, Member

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Willie Dove, Member

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Mike Smith, Member

**WORK SESSION  
MATERIAL ONLY**

**RESOLUTIONS 2026-**

**A RESOLUTION OF THE LEAVENWORTH COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING VICIOUS DOGS, THE TREATMENT OF ANIMALS, ANIMALS AT LARGE, IMPOUNDMENT OF STRAY ANIMALS, AND EXOTIC ANIMALS WITHIN LEAVENWORTH COUNTY, KANSAS**

**WHEREAS**, the Board of County Commissioners of Leavenworth County, Kansas has authority to enact and provide procedures for the enforcement of animal control and well being in the unincorporated area of Leavenworth County as provided in K.S.A. 19-101 et. seq.; and

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 1978-38 prohibiting certain animals from running at large within the unincorporated areas of Leavenworth County; and

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 1995-26 authorizing the impoundment of stray domestic animals; and

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 2001-52 pertaining to Exotic Animals; and

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 2006-41 pertaining to Vicious Dogs; and

**WHEREAS**, the Board of County Commissioners properly adopted Resolution 2013-17 adopting by reference the provisions, procedures and definitions set forth in K.S.A. 19-4701, et seq.; and

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 2013-28 determining that certain county codes, regulations standards and resolutions adopted by the County should be designated for enforcement under the provisions of K.S.A. 19-4701, et seq., and a schedule of fines to be imposed for violations of the same should be established; and

**WHEREAS**, the Board of County Commissioners finds that the regulation of the treatment of animals is necessary and desirable and in the interest of public safety; and

**WHEREAS**, the Board of County Commissioners wishes to codify all prior animal related County Resolutions into one comprehensive Resolution for enforcement purposes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, THAT:**

**1. Definitions**

For the purpose and enforcement of this resolution the following words, terms and phrases, when used in this resolution, shall have the meanings ascribed to them in this resolution, except when the context clearly indicates a different meaning:

- a. **Animal** Every living vertebrate except a human being.
- b. **Animal Control Officer** The Office of the Sheriff of Leavenworth County Kansas, acting alone or in concert with other local of state authority, including but not limited to all deputies of the Office of the Sheriff of Leavenworth County, Kansas or any person designated by the Sheriff of Leavenworth County to enforce the provisions of this resolution.
- c. **Animal Cruelty** is defined within Section 3 of this Resolution.
- d. **Dog** Any animal of the *canis familiaris* family, or any hybrid of the same including, but not limited to *familiaris/lupus*.
- e. **Domestic Animal** Any animal trained by humans, any animal kept for agriculture or animal husbandry and any domestic cat or fowl.
- f. **Exotic animal** Any species of animals inherently dangerous to humans as set forth below. Exotic animals include any or all of the following orders and families, whether bred in the wild or in captivity, and any or all hybrids. The animals listed in parentheses are intended to act as examples not to be construed as an exhaustive list or limit the generality of each group of animals unless otherwise specified:

1. Class Mammalia

(a) Order Carnivora

- (i) Family Felidae (lions, tigers, cougars, leopards, ocelots, not domestic cats)
- (ii) Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
- (iii) Family Ursidae (all bears)
- (iv) Family Mustelidae (weasels, skunks, martins, not minks or ferrets)
- (v) Family Procyonidae (racoons, coatis)
- (vi) Family Hyaenidae (hyenas)
- (vii) Family Viverridae ( civets, genets, mongooses)

(b) Order Edentatia ( anteaters, armadillos, sloths)

(c) Order Primates (lemurs, monkeys, chimpanzees, gorillas)

2. Class Reptilia

(a) Order Squamata

- (i) Family Boidae (only Afican rock pythons, amethystine pythons, boelen's

pythons, Indian pythons, olive pythons, reticulated pythons, yellow anacondas, green anacondas, Jamaican boas, not ball pythons, Burmese pythons or red tail boas)

(ii) Family Colubridae (only boomslangs, mangrove snakes, African twig snakes, brown tree snakes)

(iii) Family Elapidae (coral snakes, cobras, mambas)

(iv) Family Helodermatidae (venomous lizards)

(v) Family Lacertilia (Salvator monitors, Salvadoran monitors)

(vi) Family Viperidae (copperheads, cottonmouths, rattlesnakes)

(b) Order Crocodilia (crocodiles, alligators, caimans, gavials) in excess of 3ft of length

3. All species listed under the Federal Endangered Species Act as threatened or endangered

g. **Harbor** To keep, to maintain, to have in one's possession, to have under one's control or to allow any animal to habitually remain or lodge or to be fed or to be given shelter or refuge within a person's home, store, yard, enclosure, outbuilding, abandoned vehicle or building, place of business, property or any other premises which a person owns, has possession or control of or on which the person resides.

h. **Owner/ Possessor** Any person or persons owning, possessing, harboring, keeping, caring for or controlling any animal.

i. **Run at large** Any animal found outside the residence structure of the owner, keeper or harbinger and not effectively physically restrained on a chain or leash or behind a suitable fence or other proper method of physical restraint from which it cannot escape.

j. **Secured enclosure** A locked structure enclosing an area suitable to confine a vicious dog and suitable to prevent persons other than the owner from coming in physical contact with the vicious dog. The structure shall be comprised of a top, sides and bottom and shall be designed and maintained so as to prevent the vicious dog from escaping. If the bottom of the structure is not attached to the sides, the sides must be embedded in the ground not less than two (2) feet. Any wire used in such structure shall be not less than 11 (eleven)gauge, with a mesh opening of not more than 2 (two) inches. The structure shall be suitable for the safe, humane and sanitary keeping of a dog.

k. **Stray** Any domestic animal found in the County whose ownership cannot be reasonably ascertained.

l. **Vicious dog** Any dog of a dangerous, vicious or ferocious disposition, except on assisting any law enforcement officer in law enforcement duties, which demonstrates any of the following types of behavior:

1. An attack which requires a defensive action by any person to prevent bodily injury when such person is conducting themselves peacefully and lawfully.

2. An attack which results in damage to the property of any person other than the owner, said attack occurring on property other than that of the owner, or in an injury to any person when such person is conducting themselves peacefully and lawfully.
3. An attack on a domestic animal, livestock or poultry which occurs on property other than that of the owner of the attacking dog.
4. Any behavior which constitutes a threat of bodily harm to any person when such person is conducting themselves peacefully and lawfully.
5. Any dog bred or trained to fight.

m. **Wildlife sanctuary** means a non-profit organization described in Section 170(b)(1)(A)(vi) of the Internal Revenue Code as amended.

## **2. Regulation of Vicious dogs**

a. Any dog found to be a vicious dog as herein defined must be confined indoors or in a secured enclosure. No vicious dog may be kept on a porch, patio or any part of a house or structure that would allow the dog to exit house or structure of its own volition. No vicious dog may be kept in a house or structure when the windows or doors are open or when screen windows or screen doors are the only obstacles preventing the dog from exiting the structure. A vicious dog, when not confined indoors or in a secured enclosure, must be on a leash of sufficient strength to allow the owner to maintain control of the dog and must be muzzled so as to prevent the dog from biting any person or other animal.

b. Any vicious dog found to be at-large, or not confined and controlled as provided for herein, may be taken into custody by any animal control officer. The dog shall remain in the custody and control of the animal control officer, in such manner as deemed appropriate by the officer, until claimed by the owner of the dog. The owner shall, prior to the release of the dog, pay to the county all costs associated with the care and keeping of the dog, register the dog and a pick-up fee of \$100.00. If any vicious dog is not claimed and released within five business days the dog may be euthanized and the costs associated with the care and keeping of the dog, the pick-up fee and the costs of euthanization shall be assessed against the owner of the dog.

c. The owner of any dog found to be vicious shall annually register the dog with the office of the Sheriff of Leavenworth County. Such registration shall be effective upon the date of registration and shall expire on the second Monday of the following January. A registration fee of \$25.00 shall be paid. As part of the registration proof of rabies vaccination shall be provided and an identification microchip providing ownership information shall be implanted by a licensed veterinarian. In addition, any dog found to be vicious shall wear a securely fastened collar with a metal tag providing identification of the owner of the dog. The owner(s) of any dog found to be vicious shall attend a Humane Society sanctioned class for the training and handling of dogs and shall be responsible for the cost of said class. Attendance and completion of said class shall take place within 45 days of the registration of the dog.

d. All dogs found to be vicious shall be spayed or neutered, and proof of the same shall be presented to an animal control officer at the time of the registration of the dog.

e. The owner of any dog found to be vicious shall obtain and maintain proof of liability insurance covering any injury or damage caused by the dog in an amount not less than \$250,000.00. In the event that any dog, having previously been found to be vicious, either attacks, bites or threatens to attack any person, property or other animal, the dog shall be taken into custody by an animal control officer and shall not be released until proof of liability insurance covering any injury or damage caused by the dog in an amount not less than \$500,000.00 is provided by the owner of the dog to the animal control officer. If such dog is not claimed and released within five (5) business days the dog may be euthanized and the costs of the euthanization, a pick-up fee of \$100.00 dollars and the cost associated with the care and keeping of the dog shall be assessed against the owner of the dog.

f. Any dog involved in a third attack or demonstrates the type of behavior described in 1(f) of this resolution shall be taken into the custody of an animal control officer and shall be euthanized, with the costs associated with the care and keeping of the dog, a pick-up fee of \$100.00 and the euthanization fee assessed against the owner of the dog.

### **3. Animal Cruelty Prohibited**

a. Animal Cruelty is defined as:

1. Intentionally and maliciously, killing, injuring, maiming, torturing or mutilating any animal, or setting an animal upon another animal for the purpose causing physical harm to one (1) or more animals;
2. Having physical custody of any animal and failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as needed for health or well-being of such kind of animal;
3. Intentionally or recklessly causing physical injury for purpose of sport, contest, practice or entertainment other than acts mentioned below;
4. Promote, stage, hold, manage, incite or in any way conduct any game, exhibition, contest or fight in which one (1) or more animals are engaged for the purpose of injuring, killing, maiming or destroying themselves;
5. For any owner or harbinger to knowingly abandon an animal in any place without making provision for its proper care;
6. Intentionally using a wire, pole, stick, rope or other object to cause an equine to lose its balance or fall, for the purpose of sport, contest, practice or entertainment; or

7. Intentionally grasping, seizing, roping or tying any equine or bovine by its tail and/or by any other means which causes it to trip, fall or to be dragged for the purpose of sport, contest, practice, or entertainment (commonly known as “steer tailing”)

b. Exceptions. The provisions of this section shall not apply to:

1. Normal or accepted veterinary practices;
2. Bona fide experiments carried on by commonly recognized research facilities;
3. Killing, attempting to kill, trapping, catching or taking of any animal in accordance with provisions of K.S.A. Ch. 32 or Ch. 47;
4. Rodeo practices accepted by the rodeo cowboy’s association;
5. The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner, or by a licensed veterinarian three (3) business days following the receipt of any such animal at such society, shelter or pound;
6. With respect to farm animals, normal or accepted practices of animal husbandry;
7. The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property; or
8. An animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

c. It shall be a violation of this resolution for any person to commit cruelty to any animal. Committing cruelty to any animal is punishable in accordance with this Resolution.

#### **4. Running At Large**

Horses, mules, asses, cattle, hogs, sheep and goats shall not be allowed to run at large within the unincorporated areas of Leavenworth County, Kansas.

## **5. Exotic Animals**

a. It shall be unlawful for any person to own, possess, keep, harbor, bring, or have in one's possession an exotic animal. It shall further be unlawful for the possessor or any other person in control of a real property to knowingly permit any other person to be in possession of any exotic animal upon the property.

b. The provisions of this act shall not apply to institutions accredited by the American Zoo and Aquarium Association (AZA), registered non-profit humane societies, animal control officers or law enforcement officers acting under the authority of this Resolution, veterinary hospitals or clinics, any wildlife rehabilitator licensed by the State, any wildlife sanctuary, any licensed or accredited research, medical or educational institution, or any person temporarily transporting any exotic animal through the County if the transit time is not more than 96 hours and the animal is at all times maintained within a confinement sufficient to prevent the exotic animal from escaping or harming the public.

c. Any exotic animal may be immediately confiscated by the animal control officer if the possessor of said animal violates any provision of this Resolution. If an exotic animal is confiscated, the possessor shall be responsible for the costs of confiscation, placement and care for the exotic animal from the time of confiscation until the time of return to the possessor or until the animal has been relocated to an alternative facility, such as an animal sanctuary, licensed humane society, an institution accredited by the AZA or euthanized upon the consent of the possessor or Court order secured by the animal control officer.

## **6. Enforcement**

a. Animal control officers designated as such by the Sheriff of Leavenworth County shall have the authority to enforce the provisions of this resolution. Such officers shall have the right to enter any premises upon which they observe or know of any violation of the provisions of this resolution.

b. Stray domestic animals may be captured and impounded or euthanized by the Sheriff of Leavenworth County, Kansas or the Leavenworth County Health Officer. Strays can be placed for adoption or euthanized. The animal control officer capturing said stray shall make reasonable efforts to identify the owner or harbinger of said stray and, if identified, shall inform said owner or harbinger of the impoundment of the animal. The owner or harbinger of any impounded stray may retrieve said animal upon payment of boarding and pickup costs and presentation of proof of current vaccination against rabies for said animal.

c. The reasonable procedure for the isolation, quarantine and investigation of animals suspected of either being infected by, or exposed to, rabies shall be used by the Sheriff of Leavenworth County. The County Health Officer shall assist the Sheriff in this task.

d. The Sheriff of Leavenworth County, Kansas is hereby authorized to enforce the provisions of this act and to enter into agreements with the appropriate agencies, private or

governmental, for the impounding and confinement of animals pursuant to the terms of this resolution.

e. It shall be a violation of this resolution to interfere with any animal control officer in the discharge of their duties.

f. Any violation of the provisions of this resolution shall be punishable by such fines or confinements as are provided for violations of any Class C misdemeanor. Each violation shall be considered a separate offense and each day that any person is in violation of any provision of this resolution shall constitute a separate offense.

g. The county may obtain such injunctive relief as is deemed necessary and appropriate to enforce the provisions of this resolution.

h. The prosecution of any violation of the provisions of this resolution, and any appeal issuing from said prosecution, shall be conducted pursuant to the provisions of K.S.A. 19-101d as amended.

**Section 7. Repeal of Prior Resolutions**

That Resolution 1978-38, Resolution 1995-26, Resolution 2001-52, and Resolution 2006-41 are hereby repealed and rescinded. To the extent any provisions of prior Resolutions contradict with this Resolutions, those provisions are hereby repealed and rescinded as it is the intent of the Board of County Commissioners that the provisions of this Resolution supersede those resolutions and replace them in their entirety.

**Section 8. Effective Date**

This Resolution shall take effect and be in full force after its passage, approval, and publication in the official county newspaper.

The County Administrator, and Leavenworth County's other officers, agents, and employees are hereby authorized and directed to take such further action, and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

ADOPTED \_\_\_\_ day of February 2026

BOARD OF COUNTY COMMISSIONERS  
OF LEAVENWORTH COUNTY, KANSAS

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Mike Stieben, CHAIR

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Jeff Culbertson, MEMBER

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Mike Smith, MEMBER

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Willie Dove, MEMBER

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Vanessa Reid, MEMBER

ATTEST:

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Fran Keppler, CLERK

RESOLUTION # 1978-38

A RESOLUTION DIRECTING WHAT ANIMALS SHALL NOT BE ALLOWED TO RUN AT LARGE WITHIN THE BOUNDS OF LEAVENWORTH COUNTY, KANSAS, AS SET OUT IN K.S.A. 47-301 THROUGH 47-305.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH, COUNTY, KANSAS.

Section 1. That horses, mules, asses, cattle, hogs, sheep or goats shall not be allowed to run at large within the bounds of Leavenworth County, Kansas.

Section 2. That this Resolution shall be published for four (4) successive weeks in the Leavenworth Times and the Tonganoxie Mirror, both legal newspapers for the County of Leavenworth.

Section 3. That this Resolution shall take effect and be in full force from and after the 1st day of November, 1978.

ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH, COUNTY, KANSAS, this 12 day of September, 1978.

  
James B. Lewis  
James B. Lewis, Chairman

Henry L. Foth  
Henry L. Foth, Commissioner

On Leave  
Howard R. Vining, Commissioner

ATTEST:

Larry E. Scheller  
Larry E. Scheller  
County Clerk

**RESOLUTION 2001-52**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
LEAVENWORTH COUNTY, KANSAS, ESTABLISHING RULES REGULATING  
THE POSSESSION OF EXOTIC ANIMALS IN THE UNINCORPORATED  
AREAS OF LEAVENWORTH COUNTY, KANSAS; PROVIDING FOR THE  
ENFORCEMENT OF SAID RULES AND REPEALING ANY PRIOR ACTS  
INCONSISTENT WITH THIS RESOLUTION.**

**WHEREAS;** It is the declared intent of the Board of County Commissioners of Leavenworth County, Kansas, to protect the citizens of the County against health and safety risks that exotic animals pose to the community and to protect the welfare of the individual animals held in private possession; and

**WHEREAS;** By their very nature, exotic animals are wild and potentially dangerous, and as such, do not adjust well to a captive environment and as such require regulation to protect the public welfare;

**NOW, BE IT THEREFORE RESOLVED,**

1. That the following definitions are adopted:
  - (a.) "Animal control authority" means the Office of the Sheriff of Leavenworth County, Kansas, acting alone or in concert with other local or State authority. Animal authority includes, but is not limited to all deputies of the Office of the Sheriff of Leavenworth County, Kansas or any other individual appointed by the Sheriff to enforce the provisions of this Resolution.
  - (b.) "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of enforcing the provisions of this Resolution.
  - (c.) "Exotic animal" means those species of animals inherently dangerous to humans and set forth in Exhibit "A", attached hereto and incorporated into this Resolution.
  - (d.) "Person" means any individual, partnership, corporation, organization, trade or professional association, firm, limited liability company, joint venture, association, trust, estate or any other legal entity, and any member, shareholder, director, employee, agent or representative thereof.
  - (e.) "Possessor" means any person who owns, harbors, or has custody or control of an exotic animal.
  - (f.) "Wildlife sanctuary" means a non-profit organization described in Section 170

(b)(1)(A)(vi) of the Internal Revenue Code of 1986 and its subsequent amendments.

2. It shall be unlawful for any person to own, possess, keep, harbor, bring, or have in one's possession an exotic animal, except in compliance with this act. It shall further be unlawful for the possessor or any other person in control of a real property to knowingly permit any other person to be in possession of any exotic animal upon the property, except in compliance with this act.
3. The provisions of this act shall not apply to institutions accredited by the American Zoo and Aquarium Association (AZA), registered non-profit humane Societies, animal control officers or law enforcement officers acting under the Authority of this Resolution, veterinary hospitals or clinics, any wildlife rehabilitator licensed by the State, any wildlife sanctuary, any licensed or accredited Research , medical or educational institution, or any person temporarily transporting any exotic animal through the County if the transit time is not more than 96 hours and the animal is at all times maintained within a confinement sufficient to prevent the exotic animal from escaping or harming the public.
4. A person may possess an exotic animal only if the following terms and conditions are met:
  - (a.) The person was in legal possession of the exotic animal prior to the effective date of this Resolution, is the legal possessor of the exotic animal and applies for and is granted a personal possession permit for each exotic animal in persons possession within 90 days after the effective date of this Resolution.
  - (b.) Persons who meet the requirements set forth above shall annually obtain a personal possession permit. From and after the effective date of this act, no new exotic animal shall be brought into possession under authority of a personal possession permit.
  - (c.) An applicant shall file an application to receive a personal possession permit with the animal control authority on forms provided by the animal control authority. The application shall include the following: (1) an annual permit fee of \$20.00 (twenty dollars) for the first permit, with a fee of \$5.00 (five dollars) for each additional permit, (2) a written statement setting forth the name, address and telephone number of the applicant, a description of the animal, including the scientific name, name, age, sex, age, color, weight and any distinguishing marks or coloration that would aid in the identification of the animal, (3) a photograph of the animal, (4) the exact location where the animal is to be kept, (5) the names, addresses, and telephone number of the person from whom the applicant obtained the animal, if known, (5) the identification of the animal, excluding animals excepted under paragraph 5 of this Resolution, (6) the name, address, and phone number of the veterinarian who is expected to provide veterinary care to the animal, and (7) any additional information the animal control authority may deem necessary to carry out the provisions of this Resolution
  - (d.) A permit shall not be granted unless the animal control authority finds that all

of the following apply: (1) all of the requirements of subsection (a) of this section are met, (2) The applicant is 18 years of age or older, (3) The applicant has not been convicted of or found responsible for violating a local or State law prohibiting cruelty, neglect, or mistreatment of an animal or has not within the past 10 years been convicted of a felony or been convicted for possession, sale, or use of illegal narcotics, (4) the facility and conditions in which the animal will be kept are in compliance with this Resolution, (5) the applicant has acquired and presents proof of liability insurance coverage for the animal as required by this Resolution, and (6) the applicant has regularly provided veterinary care to the animal when needed and intends to provide such care in the future.

- (e.) The personal permit shall set forth the following information: (1) The name, address, and phone number of the permit holder, (2) The address if different than above, where the exotic animal will be kept, (3) The name, number, species, age of the exotic animal, and any distinguishing marks or coloration that would aid in the identification of the animal, (4) the identification number as required, if applicable, (5) the name, address, and phone number of the veterinarian who is expected to provide veterinary care to the exotic animal named on the permit, and (6) any other relevant information the animal control authority may deem necessary.
- (f.) The animal control authority shall keep records of who is carrying a valid permit. A permit holder shall notify the animal control authority of any changes of the stated information on the permit, which shall include the death and disposition of the exotic animal.
- (g) **In no event shall the Animal Control Authority issue a personal possession permit for any exotic animal having a propensity, tendency, disposition, or history, to attack without provocation, to cause bodily injury or to otherwise endanger the safety of human beings or domestic animals.**

5. The possessor of an exotic animal permitted herein shall have a permanent identification number placed on/in the animal via subcutaneous microchip or tattoo, at the expense of the possessor, by or under the supervision of a veterinarian. This provision shall not apply to an exotic animal if a veterinarian determines that the placement of a subcutaneous microchip or tattoo would endanger the well being of the animal.

- 6. The animal control authority shall establish specific caging requirements for the keeping and confinement of exotic animals. Persons keeping exotic animals shall keep and confine the animal in strict accordance with the caging requirements established. Any deviations from the regulations must be approved by the animal control authority upon a showing of good cause. All caging requirements established shall ensure that the exotic animal is confined in a primary enclosure that protects the public's safety and health and ensures the safety and well being of the animal. Any caging requirements devised by the animal control authority shall:
  - (a.) Set forth the minimum cage size of the cage for each species or

family, (b.) require that the cage is locked or secured at all times when the exotic animal is kept in the cage, (c) restrict the entry of unauthorized persons or predatory animals, (d) maintain an ambient temperature compatible with the exotic animals needs, and (e) provide sufficient food and water for the exotic animal.

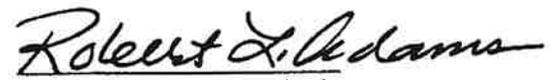
7. An exotic animal shall not be tethered, leashed, or chained outdoors, or allowed to run at-large. An exotic animal shall not be mistreated, neglected or abandoned, deprived of necessary food, water, and sustenance. A person transporting an exotic animal in a vehicle shall keep the animal securely caged in the vehicle at all times. Each person permitted to possess an exotic animal shall have a plan for the quick and safe recapture of the animal if the animal escapes and, if recapture is impossible, then a plan for the destruction of the exotic animal.
8. A possessor of an exotic animal shall maintain liability insurance coverage in an amount of not less than one hundred thousand dollars (\$100,000.00) for each occurrence for liability damages caused by the exotic animal. The possessor of an exotic animal shall provide a copy of the policy for liability insurance to the animal control authority on an annual basis. The animal control authority shall prescribe warning signs to be posted upon the premises where an exotic animal is kept. In the event of the escape or release of any exotic animal the possessor shall immediately contact the animal control authority to report the escape or release. The possessor shall be liable for all expenses associated with efforts to recapture the animal.
9. The permittee shall not bring an exotic animal to any commercial or retail establishment other than a veterinary clinic. The permittee or possessor shall not allow the exotic animal to come into contact with the public or any mammal. In the event of contact or exposure between an exotic animal and a human or mammal in which the possibility of exposure to rabies exists, the regulations set forth in K.A.R 28-1-13 shall be immediately instituted and applied, including the euthanization of the exotic animal.
10. The possessor of an exotic animal shall allow the animal control authority to enter the premises where the animal is kept to ensure compliance with this act.
11. If the animal control authority finds that an applicant for a permit to possess an exotic animal does meet the requirements set forth the animal control authority shall deny the application for a permit and shall provide the applicant written notice of the denial and the reasons for the denial. If the animal control authority finds that a

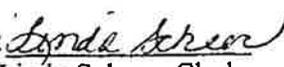
person has not complied with the provisions of this Resolution the authority shall suspend or revoke the personal possession permit and give the possessor written notice of the suspension or revocation and the reasons for the suspension or revocation. A person who is denied a personal possession permit, denied a renewal of a personal possession permit, or who has a permit suspended or revoked may appeal the decision of the animal control authority to the Board of Commissioners of Leavenworth County, Kansas, no later than the 15<sup>th</sup> day after the permit is denied, suspended or revoked.

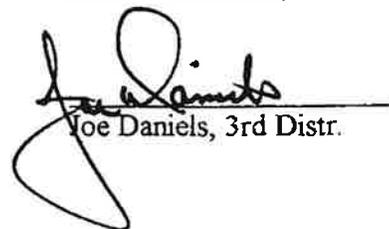
12. Any exotic animal may be immediately confiscated by the animal control authority if the possessor of said animal violates any provision of this Resolution. An exotic animal so confiscated may be returned to the possessor only upon full compliance with the terms of this Resolution by the possessor. If an exotic animal is confiscated, the possessor shall be responsible for the costs of confiscation, placement and care for the exotic animal from the time of confiscation until the time of return to the possessor or until the animal has been relocated to an alternative facility, such as an animal sanctuary, licensed humane society, an institution accredited by the AZA, or euthanized upon the consent of the possessor or Court order secured by the animal control authority. Whoever violates any provision of this Resolution is guilty of a Class "C" misdemeanor, and shall be subject to the penalties for such violation as provided by State law, including a jail sentence of not more than 90 days and a fine of not more than \$500.00. Each violation shall constitute a separate offence, and each day a person is in violation of any provision of this Resolution shall likewise constitute a separate offence.

**WHEREFORE IT IS SO RESOLVED THIS 2ND DAY OF  
OCTOBER, 2001.**

  
Donald Navinsky, Chair

  
Robert L. Adams, 2nd Distr.

ATTEST:   
Linda Scheer, Clerk

  
Joe Daniels, 3rd Distr.

## EXHIBIT A TO RESOLUTION 2001-52

Exotic animals include any or all of the following orders and families, whether bred in the wild or in captivity, and any or all hybrids. The animals listed in parentheses are intended to act as examples are not to be construed as an exhaustive list or limit the generality of each group of animals, unless otherwise specified:

### 1. Class Mammalia

#### (a) Order Carnivora

- (i) Family Felidae (lions, tigers, cougars, leopards, ocelots, not domestic cats)
- (ii) Family Canidae (wolves, coyotes, foxes, jackals, not domestic dogs)
- (iii) Family Ursidae (all bears)
- (iv) Family Mustelidae (weasels, skunks, martins, not minks or ferrets)
- (v) Family Procyonidae (racoons, coatis)
- (vi) Family Hyaenidae (hyenas)
- (vii) Family Viverridae (civets, genets, mongooses)

#### (b) Order Edentatia (anteaters, armadillos, sloths)

#### (c) Order Primates (lemurs, monkeys, chimpanzees, gorillas)

### 2. Class Reptilia

#### (a) Order Squamata

- (i) Family Boidae (only African rock pythons, amethystine pythons, boelen's pythons, Indian pythons, olive pythons, reticulated pythons, yellow anacondas, green anacondas, Jamaican boas, not ball pythons, burmese pythons or red tail boas)
- (ii) Family Colubridae (only boomslangs, mangrove snakes, African twig snakes, brown tree snakes)
- (iii) Family Elapidae (coral snakes, cobras, mambas)
- (iv) Family Helodermatidae (venomous lizards)
- (v) Family Lacertilia ( Salvator monitors, Salvadoran monitors)
- (vi) Family Viperidae ( copperheads, cottonmouths, rattlesnakes)

#### (b) Order Crocodilia ( crocodiles, alligators, caimans, gavials) in excess of 3ft of length

### 3. All species listed under the Federal Endangered Species Act as threatened or endangered

RESOLUTION 1995-26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS, PURSUANT TO K.S.A. 19-101 ET SEQ., PROVIDING THE SHERIFF OF LEAVENWORTH COUNTY, KANSAS, WITH THE AUTHORITY TO IMPOUND AND DISPOSE OF STRAY DOMESTIC ANIMALS, AND TO QUARANTINE DOMESTIC ANIMALS FOR RABIES CONTROL.

WHEREAS, It is the duty of the Board of County Commissioners of Leavenworth County, Kansas, to enact such local ordinances as are necessary and required to promote the safety, health and welfare and of the citizens of Leavenworth County, Kansas; and

WHEREAS, K.S.A. 19-101 et seq. authorizes the Board of County Commissioners to enact such local ordinances; and

WHEREAS, the presence of stray domestic animals in the County poses a possible threat to the health and welfare of the citizens of Leavenworth County, Kansas.

BE IT THEREFORE RESOLVED:

1. For the purpose of this resolution the following definitions are hereby adopted:
  - a. Domestic animal: any member of the canine or feline families.
  - b. Owner: any person who shall allow any domestic animal to habituate, remain, to be lodged or fed, within such persons house, yard, barn or property.
  - c. Stray: any domestic animal found in the County whose ownership cannot be reasonably ascertained.
2. That the terms of this resolution shall apply only to the unincorporated areas of Leavenworth County, Kansas.
3. Stray domestic animals may be captured and impounded or euthanized by the Sheriff of Leavenworth County, Kansas, or the Leavenworth County Health Officer. Strays can be placed for adoption or euthanized. The person capturing said stray shall make reasonable efforts to identify the owner of said stray and, if identified, shall inform said owner of the impoundment of the animal. The owner of any impounded stray may retrieve said animal upon payment of boarding and pickup costs and presentation of proof of current vaccination against rabies for said animal.
4. The reasonable procedures for the isolation, quarantine and investigation of animals suspected of either being infected

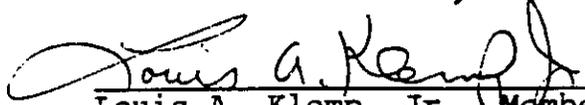
by, or exposed to, rabies shall be used by the Sheriff of Leavenworth County. The County Health Officer shall assist the Sheriff in this task.

5. The Sheriff of Leavenworth County, Kansas, is hereby authorized to enforce the provisions of this act and to enter into agreement with appropriate agencies, private or governmental for the impounding and confinement of animals pursuant to the terms of this resolution.

Adopted this 17th day of August, 1995.

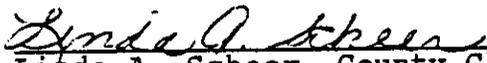
Board of County Commissioners  
of Leavenworth County, Kansas

  
\_\_\_\_\_  
Donald Navinsky, Chairman

  
\_\_\_\_\_  
Louis A. Klemp, Jr., Member

  
\_\_\_\_\_  
George L. Sprague, Jr., Member

Attest:

  
\_\_\_\_\_  
Linda A. Scheer, County Clerk

cc: Sheriff Nyc  
Division Commanders  
OFFICER Kriest  
NORTH PATROL OFFICE  
SOUTH PATROL OFFICE

**MEMORANDUM**

**FROM: David C. Van Parys**  
**County Counselor, Leavenworth County, Kansas**  
**300 Walnut**  
**Leavenworth, KS 66048**  
**(913) 684-0415**  
**FAX (913) 680-0415**  
**[dvanparys@leavenworthcounty.org](mailto:dvanparys@leavenworthcounty.org)**

**TO: Sheriff David Zoellner**

✓ **CC: Major Ron Cranor**

**RE: Vicious dog regulation/control resolution**

**DATE: October 12, 2006**

**Gentlemen,**

Attached please find a copy of the resolution on vicious dogs as adopted by the board. Inasmuch as the Office of the Sheriff is the enforcing agency involved, please contact me at your convenience to answer any questions regarding the resolution and to formulate the registration forms and procedures.

I would also like to express my thanks to Major Cranor for his work on devising the resolution.

**RESOLUTION 2006-41**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEAVENWORTH COUNTY, KANSAS, ESTABLISHING RULES AND  
REGULATIONS REGARDING VICIOUS DOGS**

**WHEREAS** the board of county commissioners of Leavenworth County, Kansas, acknowledges the need to regulate and control vicious dogs within the unincorporated area of the county, and

**WHEREAS** such regulation and control is in the interest of public safety and this board has the authority to enact and enforce such regulation and control,

**NOW BE IT THEREFORE RESOLVED:**

1. **Definitions**

For the purpose and enforcement of this resolution the following words, terms and phrases, when used in this resolution, shall have the meanings ascribed to them in this resolution, except when the context clearly indicates a different meaning:

- a. **Animal Control Officer** Any person designated by the Sheriff of Leavenworth County to enforce the provisions of this resolution.
- b. **Dog** Any animal of the *canis familiaris* family, or any hybrid of the same including, but not limited to *familiaris/lupus*.
- c. **Domestic Animal** Any animal trained by humans, any animal kept for agriculture or animal husbandry and any domestic cat or fowl.
- d. **Owner** Any person or persons owning, possessing, harboring, keeping, caring for or controlling any dog.
- e. **Secured enclosure** A locked structure enclosing an area suitable to confine a vicious dog and suitable to prevent persons other than the owner from coming in physical contact with the vicious dog. The structure shall be comprised of a top, sides and bottom and shall be designed and maintained so as to prevent the vicious dog from escaping. If the bottom of the structure is not attached to the sides, the sides must be embedded in the ground not less than two (2) feet. Any wire used in such structure shall be not less than 11 (eleven) gauge, with a mesh opening of not more than 2 (two) inches. The structure shall be suitable for the safe, humane and sanitary keeping of a dog.
- f. **Vicious dog** Any dog of a dangerous, vicious or ferocious disposition, except on assisting any law enforcement officer in law enforcement duties, which demonstrates any of the following types of behavior:

1. An attack which requires a defensive action by any person to prevent bodily injury when such person is conducting themselves peacefully and lawfully.
2. An attack which results in damage to the property of any person other than the owner, said attack occurring on property other than that of the owner, or in an injury to any person when such person is conducting themselves peacefully and lawfully.
3. An attack on a domestic animal, livestock or poultry which occurs on property other than that of the owner of the attacking dog.
4. Any behavior which constitutes a threat of bodily harm to any person when such person is conducting themselves peacefully and lawfully.
5. Any dog bred or trained to fight.

2. **Regulation of Vicious dogs**

- a. Any dog found to be a vicious dog as herein defined must be confined indoors or in a secured enclosure. No vicious dog may be kept on a porch, patio or any part of a house or structure that would allow the dog to exit house or structure of its own volition. No vicious dog may be kept in a house or structure when the windows or doors are open or when screen windows or screen doors are the only obstacles preventing the dog from exiting the structure. A vicious dog, when not confined indoors or in a secured enclosure, must be on a leash of sufficient strength to allow the owner to maintain control of the dog and must be muzzled so as to prevent the dog from biting any person or other animal.
- b. Any vicious dog found to be at-large, or not confined and controlled as provided for herein, may be taken into custody by any animal control officer. The dog shall remain in the custody and control of the animal control officer, in such manner as deemed appropriate by the officer, until claimed by the owner of the dog. The owner shall, prior to the release of the dog, pay to the county all costs associated with the care and keeping of the dog, register the dog and a pick-up fee of \$100.00. If any vicious dog is not claimed and released within five business days the dog may be euthanized and the costs associated with the care and keeping of the dog, the pick-up fee and the costs of euthanization shall be assessed against the owner of the dog.
- c. The owner of any dog found to be vicious shall annually register the dog with the office of the Sheriff of Leavenworth County. Such registration shall be effective upon the date of registration and shall expire on the second Monday of the following January. A registration fee of \$25.00 shall be paid. As part of the registration proof of rabies vaccination shall be provided and an identification microchip providing ownership information shall be implanted by a licensed veterinarian. In addition, any dog found to be vicious shall wear a securely fastened collar with a metal tag providing identification of the owner of the dog. The owner(s) of any dog found to be vicious shall attend a Humane Society sanctioned class for the training and handling of dogs and shall be

responsible for the cost of said class. Attendance and completion of said class shall take place within 45 days of the registration of the dog.

d. All dogs found to be vicious shall be spayed or neutered, and proof of the same shall be presented to an animal control officer at the time of the registration of the dog.

e. The owner of any dog found to be vicious shall obtain and maintain proof of liability insurance covering any injury or damage caused by the dog in an amount not less than \$100,000.00. In the event that any dog, having previously been found to be vicious, either attacks, bites or threatens to attack any person, property or other animal, as defined in section 1 (e) of this resolution, the dog shall be taken into custody by an animal control officer and shall not be released until proof of liability insurance covering any injury or damage caused by the dog in an amount not less than \$250,000.00 is provided by the owner of the dog to the animal control officer. If such dog is not claimed and released within five (5) business days the dog may be euthanized and the costs of the euthanization, a pick-up fee of \$100.00 dollars and the cost associated with the care and keeping of the dog shall be assessed against the owner of the dog.

f. Any dog involved in a third attack or event as described in section 1(e) of this resolution shall be taken into the custody of an animal control officer and shall be euthanized, with the costs associated with the care and keeping of the dog, a pick-up fee of \$100.00 and the euthanization fee assessed against the owner of the dog.

## 5. **Enforcement**

a. Animal control officers designated as such by the Sheriff of Leavenworth County shall have the authority to enforce the provisions of this resolution. Such officers shall have the right to enter any premises upon which they observe or know of any violation of the provisions of this resolution.

b. It shall be a violation of this resolution to interfere with any animal control officer in the discharge of their duties.

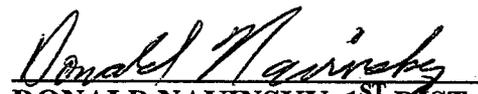
c. Any violation of the provisions of this resolution shall be punishable by such fines or confinements as are provided for violations of any Class C misdemeanor. Each violation shall be considered a separate offense and each day that any person is in violation of any provision of this resolution shall constitute a separate offense.

d. The county may obtain such injunctive relief as is deemed necessary and appropriate to enforce the provisions of this resolution.

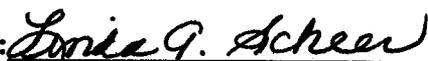
e. The prosecution of any violation of the provisions of this resolution, and any appeal issuing from said prosecution, shall be conducted pursuant to the provisions of K.S.A. 19-101d , as amended.

ADOPTED THIS 12 DAY OF OCTOBER, 2006

  
GERALD D. OROKE, CHAIR

  
DONALD NAVINSKY, 1<sup>ST</sup> DIST.

CLYDE D. GRAEBER, 2<sup>ND</sup> DIST.

ATTEST:   
LINDA A. SCHEER, CLERK