

We encourage everyone to view the meeting live via YouTube.

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

300 Walnut Street, Suite 225

Leavenworth, KS 66048

September 24, 2025

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 not 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 comment 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 September 17, 2025
- b) Approval of the schedule for the week of September 29, 2025
- c) Approval of the check register
- d) Approve and sign the OCB's
- e) Approve Case DEV-25-060 Papa Ponderosa
- f) Approve Case DEV-25-079/080 Big Timber Ranch

**VII. FORMAL BOARD ACTION:**

- a) Consider a motion to accept a 5-year lease agreement with VLP Equipment Share for a skid steer with an annual lease payment in the amount of \$8,873.25.
- b) Consider a motion to approve Board Order 2025-12, granting a disaster relief tax abatement for tax ID's 1-31803, 1-29683 and 1-29089.
- c) Consider a motion to authorize the chairperson to sign the Council on Aging's Second Amendment to the Older Americans Act Title III programs grant for FFY 25.
- d) Consider a motion to approve the FY25 Community Corrections Year-End Outcome Reports for FY25 Adult Comp Plan.
- e) Consider a motion to approve the FY25 Community Corrections Year-End Outcome Reports for FY25 Juvenile Comp Plan.
- f) Consider a motion to find that the proposed Final Plat as outlined in Case DEV-25-086 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.

**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**



# LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

## Monday, September 22, 2025

## Tuesday, September 23, 2025

9:45 a.m. Workforce Partnership meeting

12:00 p.m. MARC meeting

## Wednesday, September 24, 2025

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

## Thursday, September 25, 2025

## Friday, September 26, 2025

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

\*\*\*\*\*September 17, 2025 \*\*\*\*\*

The Board of County Commissioners met in a regular session on Wednesday, September 17, 2025. Commissioner Culbertson; Commissioner Reid, Commissioner Smith and Commissioner Dove are present; Commissioner Stieben is present by phone; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Bill Noll, Infrastructure and Construction Services; Fran Keppler, County Clerk

**PUBLIC COMMENT:**

Jessica Shockey-Donaldson and Tom Putthoff commented.

**ADMINISTRATIVE BUSINESS:**

Commissioner Smith spoke about funds to the Port Authority.

Fran Keppler updated the Board on voter registration.

Commissioner Dove visited with Farm Bureau and they will notify the Board when their meetings are held.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to accept the consent agenda for Wednesday, September 17, 2025 as presented.***

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

Bill Noll requested approval of an agreement with KDOT for an Innovative Technologies Program grant for the purchase of a laser cleaning machine.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to approve the agreement with KDOT for Innovative Technologies Program grant for project 52C-5380-01 for the purchase of a laser cleaning machine.***

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

Mr. Noll requested approval of the purchase of a roadside boom mower tractor.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to approve the purchase of a roadside boom mower tractor from Heritage Tractor in the amount of \$210,154.00.***

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

Mr. Noll presented a revised 5-year capital improvement plan.

Commissioner Stieben ended his phone participation.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to approve a revised 5-year capital improvement plan for road and bridge improvement projects.***

***Motion passed, 4-0.***

***A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to set aside the participatory dust abatement projects for 1 year.***

***Motion passed, 3-1 Commissioner Reid voting nay.***

Mr. Noll requested approval of a contract for the replacement of bridge T-50.

***A motion was made by Commissioner Reid and seconded by Commissioner Dove to approve the design and construction engineering contract with Finney and Turnipseed for the replacement of bridge T-50 located on Stranger Road.***

***Motion passed, 4-0.***

Mr. Noll presented the IKE transportation program.

It was the consensus of the Board to support the projects presented.

Commissioner Reid spoke about voter turnout.

Commissioner Dove addressed the port-a-potty rental for the Veteran's Day Parade.

Mark Loughry indicated he has reached out to the committee to get a definite price amount.

***A motion was made by Commissioner Culbertson and seconded by Commissioner Smith to adjourn.***

***Motion passed, 4-0.***

The Board adjourned at 10:08 a.m.

# **LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE**

**Monday, September 29, 2025**

**Tuesday, September 30, 2025**

**Wednesday, October 1, 2025**

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

**Thursday, October 2, 2025**

7:30 a.m.      Kansas Economic Outlook Conference  
• Century II Convention Center, Wichita, KS

**Friday, October 3, 2025**

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

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

START DATE: 09/16/2025 END DATE: 09/18/2025

TYPES OF CHECKS SELECTED: AP(ACCOUNTS PAYABLE)

CHECK RANGE SELECTED: \* No Check Range Selected

WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
599	AP	09/18/2025	829	THOMSON REUTERS - WEST 5-001-5-11-210	10000590171 WEST INFORMATION C	1,059.97	
					WARRANT TOTAL		1,059.97
115949	AP	09/18/2025	1537	AMERICAN RESPONSE VEHICLE INC 5-001-5-05-306	OBLONG LIGHT REFLECTIVE	51.00	
					WARRANT TOTAL		51.00
115950	AP	09/18/2025	2541	BEST PLUMBING SPECIALTIES,INC 5-001-5-07-357	65483 JAIL PLUMBING SUPPLY	759.90	
					WARRANT TOTAL		759.90
115951	AP	09/18/2025	570	BRIARWOOD PRODUCTS LLC 5-001-5-07-359	SHANK-FREE MOP HOLDER	500.08	
					WARRANT TOTAL		500.08
115952	AP	09/18/2025	198	COLLINS AUTOMOTIVE LLC 5-001-5-07-213	2268 UNIT 112 REPAIRS	123.15	
					WARRANT TOTAL		123.15
115953	AP	09/18/2025	24545	CDW GOVERNMENT INC 5-001-5-18-301	3773122 STARTECH DP TO VGA ADA	339.00	
					WARRANT TOTAL		339.00
115954	AP	09/18/2025	8103	CHARTER COMMUNICATIONS 5-001-5-18-213	122236601 COMMUNICATIONS	2,213.40	
					WARRANT TOTAL		2,213.40
115955	AP	09/18/2025	5637	CLEARWATER ENTERPRISES,LLC 5-001-5-05-215	206420317B24244 STATION 1	3.31	
					WARRANT TOTAL		3.31
115956	AP	09/18/2025	5362	DIAMOND DRUGS,INC 5-001-5-07-219	KSDV INMATE PRESCRIPTIONS	1,744.34	
					WARRANT TOTAL		1,744.34
115957	AP	09/18/2025	21300	STEVE CROSSLAND 5-001-5-19-213	TRAINING & CONTINUING EDU.	75.97	
					WARRANT TOTAL		75.97
115958	AP	09/18/2025	832	DOLSBERRY & SONS INC 5-001-5-05-384	GE WASHER SET STATION 1	580.50	
					WARRANT TOTAL		580.50
115959	AP	09/18/2025	8686	EVERGY KANSAS CENTRAL INC 5-001-5-05-215	1441295826 STATION 1	804.78	
					BILL-4982094843 ELECTRIC SERVI	1,262.16	
					BILL-4982094843 ELECTRIC SERVI	25.84	
					WARRANT TOTAL		2,092.78
115960	AP	09/18/2025	1011	FEDEX 5-001-5-19-302	TRANSPORTATION CHARGES 2049388	3.48	
					5-001-5-19-302 TRANSPORTATION CHARGES 2049388	3.26	
					5-001-5-19-302 204938834 TRANSPORTATION CHARG	32.94	
					WARRANT TOTAL		39.68
115961	AP	09/18/2025	70	FREESTATE ELECTRIC COOPERATIVE 5-001-5-05-215	541120106 STATION 1	437.57	
					5-001-5-14-220 7800005808 ELECT SERV LAMING R	1,063.14	
					WARRANT TOTAL		1,500.71
115962	AP	09/18/2025	236	INTERPRETERS INC 5-001-5-19-221	INTERPRETER SERVICE 8/27/2025	367.80	
					WARRANT TOTAL		367.80

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115963	AP	09/18/2025	8416	IRON MOUNTAIN INC 5-001-5-19-220	RSSW3 SCHREDDING	329.71	
					WARRANT TOTAL		329.71
115964	AP	09/18/2025	66366	KANSAS GAS SERVICE 5-001-5-05-215	510263944155692109 STATION 2	53.09	
					WARRANT TOTAL		53.09
115965	AP	09/18/2025	3197	LEAGUE OF KS MUNICIPALITIES 5-001-5-09-202	CITY ATTORNEY ASSOCIATION	120.00	
					WARRANT TOTAL		120.00
115966	AP	09/18/2025	4755	LEAVENWORTH PAPER AND OFFICE S 5-001-5-19-301	OFFICE SUPPLIES DIST CT	885.83	
				5-001-5-19-301	CREDIT FOR OFFICE SUPPLIES	32.70	
				5-001-5-19-301	12448 CASTERS DIST CT	50.17	
				5-001-5-19-301	2448 MONTHLY PLANNER DIST CT	42.70	
					WARRANT TOTAL		946.00
115967	AP	09/18/2025	537	CHERRYROAD MEDIA INC 5-001-5-05-201	MEDICAL DIRECTOR BID	123.55	
				5-001-5-06-218	PUBLIC NOTICES	24.96	
				5-001-5-06-218	PUBLIC NOTICES	11.38	
				5-001-5-06-218	PUBLIC NOTICES	31.15	
				5-001-5-06-218	PUBLIC NOTICES	35.95	
				5-001-5-06-218	2150 PUBLIC NOTICES PZ	17.18	
				5-001-5-06-218	2150 PUBLIC NOTICES PZ	13.58	
				5-001-5-06-218	2150 PUBLIC NOTICES PZ	12.58	
				5-001-5-06-218	2150 PUBLIC NOTICES PZ	37.35	
				5-001-5-06-218	21250 PUBLIC NOTICES PZ	33.95	
				5-001-5-06-218	21250 PUBLIC NOTICES PZ	24.36	
				5-001-5-06-218	21250 PUBLIC NOTICES PZ	23.57	
					WARRANT TOTAL		389.56
115968	AP	09/18/2025	26952	LEGAL LANGUAGE SERVICES 5-001-5-19-221	INTERPRETER 9/5/2025	892.50	
					WARRANT TOTAL		892.50
115969	AP	09/18/2025	2111	LIFTOFF,LLC 5-001-5-18-254	OFFICE 365 28 EACH	1,960.00	
					WARRANT TOTAL		1,960.00
115970	AP	09/18/2025	688	LOGICALIS 5-001-5-18-254	LEACOU01 VMWARE UPGRADE	4,735.00	
					WARRANT TOTAL		4,735.00
115971	AP	09/18/2025	2059	MIDWEST OFFICE TECHNOLOGY INC 5-001-5-07-208	CONTRACTCST001360 K01 COPIER	52.97	
					WARRANT TOTAL		52.97
115972	AP	09/18/2025	2666	SAVANNAH HUGHES 5-001-5-07-205	MILEAGE FOR NCIC	38.50	
					WARRANT TOTAL		38.50
115973	AP	09/18/2025	60	NUTRIEN AG SOLUTIONS,INC 5-001-5-53-305	1692697 CHEMICALS	553.00	
				5-001-5-53-305	1692697 CHEMICALS	9,045.12	
					WARRANT TOTAL		9,598.12
115974	AP	09/18/2025	4801	SURVEY AND MAPPING, LLC 5-001-5-42-293	TECHNICAL SUPPORT UPDATE FIRE	75.00	

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
					WARRANT TOTAL		75.00
115975	AP	09/18/2025	113	SUMNERONE INC 5-001-5-19-204	COPIER	117.04	
					WARRANT TOTAL		117.04
115976	AP	09/18/2025	42	TRONICOM, INC 5-001-5-32-264 5-001-5-32-264	CS000037743 FIRE ALARM SYSTEM CS000037743 FIRE ALARM SYSTEM	2,276.93 578.48	
					WARRANT TOTAL		2,855.41
115977	AP	09/18/2025	261	TELEFLEX FUNDING LLC 5-001-5-05-381	FIELD SUPPLIES EMS	1,650.00	
					WARRANT TOTAL		1,650.00
115978	AP	09/18/2025	883	TMA LASER GROUP INC 5-001-5-07-301	TONER CARTRIDGE	117.00	
					WARRANT TOTAL		117.00
115979	AP	09/18/2025	2	WATER DEPT 5-001-5-14-220 5-001-5-33-392 5-001-5-33-392 5-001-5-32-392 5-001-5-05-215	001656-0000881 CH WATER SERV 711 MARSHAL WATER SERV 711 MARSHAL WATER SERV 034695-0012425 601 3RD WATER S 4395-13661 WATER SERV STATION	2,486.00 51.79 1,035.27 3,517.56 93.14	
					WARRANT TOTAL		7,183.76
115980	AP	09/18/2025	23163	RADIOMETER AMERICA INC DIV:HEM 5-108-5-00-606	29235 CUVETTES	312.00	
					WARRANT TOTAL		312.00
115981	AP	09/18/2025	702	MTS PARTNERS, INC 5-118-5-00-301	PRINTER PARTS & TONER	3,069.00	
					WARRANT TOTAL		3,069.00
115982	AP	09/18/2025	2111	LIFTOFF, LLC 5-118-5-00-301	OFFICE 356 FOR 21 COMPUTERS	1,470.00	
					WARRANT TOTAL		1,470.00
115983	AP	09/18/2025	20588	ADVANTAGE PRINTING 5-145-5-00-303	669 BUSINESS CARDS	65.00	
					WARRANT TOTAL		65.00
115984	AP	09/18/2025	2621	TERRY BOOKER 5-145-5-00-256 5-145-5-00-256	MEAL SERVICES FOR COA MEAL SERVICES FOR COA	12,103.00 15,086.50	
					WARRANT TOTAL		27,189.50
115985	AP	09/18/2025	442	CARAWAY PRINTING 5-145-5-00-303	2 PART EXPENSE RECEIPTS	245.00	
					WARRANT TOTAL		245.00
115986	AP	09/18/2025	418	PENSKE COMMERCIAL VEHICLES US 5-153-5-00-3	8052255000 REPAIRS TO #13	44,855.20	
					WARRANT TOTAL		44,855.20
115987	AP	09/18/2025	461	LEAV CO COOP 5-160-5-00-304	LEASOL PROPANE	320.07	
					WARRANT TOTAL		320.07
115988	AP	09/18/2025	70	FREESTATE ELECTRIC COOPERATIVE 5-174-5-00-210	7778079400 ELECT SERV EISEN TO	802.46	
					WARRANT TOTAL		802.46
115989	AP	09/18/2025	877	ADDY SYSTEMS LLC			

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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
				5-194-5-00-2	TIME TAP TEAM BUSINESS	1,079.40	
					WARRANT TOTAL		1,079.40
115990	AP	09/18/2025	1867	REDWOOD TOXICOLOGY LABORATORY			
				5-196-5-00-201	112368 DRUG TEST	16.50	
				5-196-5-00-201	112368 CONFIRMATION TEST	146.81	
					WARRANT TOTAL		163.31
115991	AP	09/18/2025	2059	MIDWEST OFFICE TECHNOLOGY INC			
				5-198-5-18-301	CANNON COPIER COST	108.68	
					WARRANT TOTAL		108.68
115992	AP	09/18/2025	8686	EVERGY KANSAS CENTRAL INC			
				5-212-5-00-2	4234051420 TOWER ELEC. SERV	164.25	
				5-212-5-00-2	4234051420 TOWER ELEC. SERV	39.82	
				5-212-5-00-2	4234051420 TOWER ELEC. SERV	35.34	
				5-212-5-00-2	4234051420 TOWER ELEC. SERV	77.16	
					WARRANT TOTAL		316.57
115993	AP	09/18/2025	8686	EVERGY KANSAS CENTRAL INC			
				5-218-5-00-2	3967616041 ELECT SERV 1842 165	121.58	
					WARRANT TOTAL		121.58
115994	AP	09/18/2025	760	AETNA LIFE INSURANCE COMPANY			
				5-510-2-00-958	A59050001 AETNA LIFE SEPTEMBER	6,914.43	
					WARRANT TOTAL		6,914.43
115995	AP	09/18/2025	268	GEN DIGITAL, INC.			
				5-510-2-00-941	1247233 9/2025 PREMIUMS	2,050.27	
					WARRANT TOTAL		2,050.27
115996	AP	09/18/2025	758	THE GUARDIAN LIFE INSURANCE CO			
				5-510-2-00-961	GUARDIAN SHORT TERM PREMIUM	8,634.36	
					WARRANT TOTAL		8,634.36
115997	AP	09/18/2025	36	PATRICK J CAHILL			
				5-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
					WARRANT TOTAL		3,000.00
115998	AP	09/18/2025	362	BENJAMIN CASAD			
				5-001-5-09-231	CONTRACT 7/12/25 TO 8/11/2025	3,000.00	
					WARRANT TOTAL		3,000.00
115999	AP	09/18/2025	1219	CLERK OF DIST COURT-LEAV			
				5-001-5-11-201	0925-36 REQUEST 092-36 PHOTO C	4.00	
					WARRANT TOTAL		4.00
116000	AP	09/18/2025	973	EASTERN KANSAS EMERGENCY PHYSI			
				5-001-5-07-219	INMATE MEDICAL BILLS	267.19	
				5-001-5-07-219	INMATE MEDICAL BILLS	98.48	
				5-001-5-07-219	INMATE MEDICAL BILLS	230.48	
					WARRANT TOTAL		596.15
116001	AP	09/18/2025	656	JAMES ANTWONE FLOYD			
				5-001-5-09-231	COURT APPOINTED ATTORNEY CHILD	1,245.00	
					WARRANT TOTAL		1,245.00
116002	AP	09/18/2025	894	FORENSIC MEDICAL MANAGEMENT SE			
				5-001-5-13-271	AUTOPSY, REPORT OF DEATH	21,175.00	
					WARRANT TOTAL		21,175.00
116003	AP	09/18/2025	1941	LAW OFFICE OF E ELAINE HALLEY			
				5-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
					WARRANT TOTAL		3,000.00



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WARRANT NUMBER	CHK TYPE	WARRANT DATE	VEND #/ PCH DOC #	VENDOR NAME/ ACCOUNT NUMBER	DESCRIPTION	AMOUNT	TOTAL
116004	AP	09/18/2025	434	HAMM QUARRIES			
				5-160-5-00-213	100640 REPAIR TRAILERS	550.50	
				5-160-5-00-213	100640 REPAIR TRAILERS	831.25	
					WARRANT TOTAL		1,381.75
116005	AP	09/18/2025	22605	HINCKLEY SPRINGS			
				5-001-5-11-208	17137512660768 WATER FILTRATIO	51.74	
					WARRANT TOTAL		51.74
116006	AP	09/18/2025	148	LEAV CO LAW LIBRARY			
				5-001-5-11-203	DUES FOR LIBRARY FEES	10.00	
					WARRANT TOTAL		10.00
116007	AP	09/18/2025	4755	LEAVENWORTH PAPER AND OFFICE S			
				5-115-5-00-408	12448-0 FILING CABINET	900.00	
					WARRANT TOTAL		900.00
116008	AP	09/18/2025	9762	LEAVENWORTH POLICE DEPT			
				5-001-5-11-503	LAW ENFORCEMENT FEES	490.00	
					WARRANT TOTAL		490.00
116009	AP	09/18/2025	537	CHERRYROAD MEDIA INC			
				5-001-5-06-218	212580 PUBLIC NOTICES PZ	55.92	
				5-001-5-06-218	212580 PUBLIC NOTICES PZ	15.38	
				5-001-5-06-218	212580 PUBLIC NOTICES PZ	11.18	
					WARRANT TOTAL		82.48
116010	AP	09/18/2025	2666	AUSTIN MCDANIEL			
				5-160-5-00-202	PARKING CHARGES REIMB	8.00	
				5-160-5-00-202	PARKING CHARGES REIMB	8.00	
				5-160-5-00-202	PARKING CHARGES REIMB	8.00	
					WARRANT TOTAL		24.00
116011	AP	09/18/2025	10703	TIRE TOWN			
				5-160-5-00-207	SCRAP TIRE RECYCLE	500.00	
					WARRANT TOTAL		500.00
116012	AP	09/18/2025	5610	UNION MILL SUPPLY,LLC			
				5-001-5-07-359	PRO DRY 5 GAL	996.00	
					WARRANT TOTAL		996.00
					GRAND TOTAL		176,738.20

START DATE: 09/16/2025 END DATE: 09/18/2025

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FUND SUMMARY

001	GENERAL	76,215.62
108	COUNTY HEALTH	312.00
115	EQUIPMENT RESERVE	900.00
118	TREASURER TECH FUND	4,539.00
145	COUNCIL ON AGING	27,499.50
153	PUBLIC WORKS,EQUIP.RESERVE FUND	44,855.20
160	SOLID WASTE MANAGEMENT	2,225.82
174	911	802.46
194	VIOLENT OFFENDERS	1,079.40
196	DRUG TEST & SUPERVISION FEES	163.31
198	SPECIAL GRANTS	108.68
212	SEWER DISTRICT 2: TIMBERLAKES	316.57
218	SEWER DIST #5	121.58
510	PAYROLL CLEARING	17,599.06
TOTAL ALL FUNDS		176,738.20

**Leavenworth County  
Request for Board Action  
Case No. DEV-25-060  
Final Plat Papa Ponderosa  
*\*Consent Agenda\****

**Date: September 24, 2025**  
**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 Request:**

Chairman, I find that the proposed Final Plat as outlined in case DEV-25-060 is compliant with the County Zoning & 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.

**Analysis:** The Papa Ponderosa Final Plat was originally approved on July 23, 2025. However, since it was approved, it was determined that 178<sup>th</sup> Street is not a high-volume road. The applicant has resubmitted the plat to remove the access restrictions originally included in order to comply with the access management standards for a high-volume road. No other modifications were proposed with this revision. The applicant is proposing to divide a 37-acre parcel into nine (9) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lots 1 through 7 will front onto 178th Street, varying in size from 1.25 to 1.9 acres. All lots have over one acre excluding ROW, allowing for enough area to support a private septic system. Lots 8 & 9 front onto Evans Road. Lot 8 will be 2 acres and Lot 9 will be more than 26 acres. Lot 9 also has existing accessory structures that will be removed. A condition of approval has been recommended to reflect that.

**Recommendation:** The Planning Commission voted 8-0 (1 absent) to recommend approval of Case No. DEV-25-060, Final Plat for Papa Ponderosa subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-25-060, Final Plat for Papa Ponderosa, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-25-060, Final Plat for Papa Ponderosa, with Findings of Fact; or

3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-25-060, Final Plat for Papa Ponderosa, 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, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-25-060 Papa Ponderosa

September 10, 2025

**REQUEST:** *Consent Agenda*

☐ Preliminary Plat      ☒ Final Plat

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY:** 00000 Evans Road (formerly 17675 Evans Rd)

**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING  
315 N. 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**

Kooser Family Living Trust  
17559 Evans Rd  
Tonganoxie KS 66086

**CONCURRENT APPLICATIONS:**

NONE



**LAND USE**

**ZONING:** R-1 (43)

**FUTURE LAND USE DESIGNATION:**

Mixed Residential

**LEGAL DESCRIPTION:**

A tract of land in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., in Leavenworth County Kansas.

**SUBDIVISION:** N/A

**FLOODPLAIN:** N/A

**STAFF RECOMMENDATION:** APPROVAL

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-25-060, Final Plat for Papa Ponderosa, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-060, Final Plat for Papa Ponderosa to the Board of County Commission for the following reasons;  
or
3. Continue the hearing to another date, time, and place.

**PARCEL SIZE:** 37.5 ACRES

**PARCEL ID NO:**

184-17-0-00-00-003.00

**BUILDINGS:**

N/A

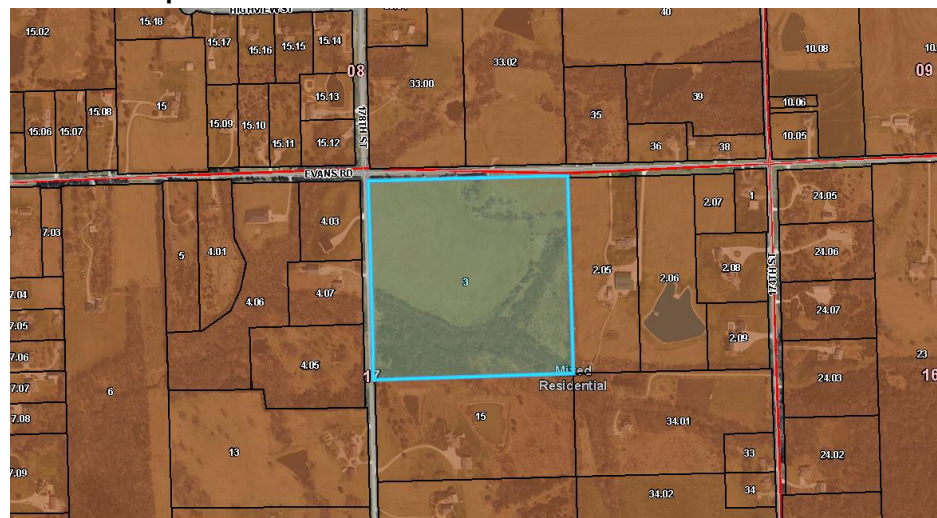
**PROJECT SUMMARY:**

Request for final plat approval to subdivide property located at 00000 Evans Road (184-17-0-00-00-003.01) as Lots 1 through 9 of Papa Ponderosa.

**ACCESS/STREET:**

Evans Rd, Collector, Paved, ± 26' &  
178<sup>th</sup> St –Local, Paved ± 24'

**Location Map:** FUTURE LAND USE: Mixed Residential



**UTILITIES**

**SEWER:** PRIVATE SEPTIC

**FIRE:** Stranger

**WATER:** Suburban Water

**ELECTRIC:** Evergy

**NOTICE & REVIEW:**

**STAFF REVIEW:**

8/25/2025

**NEWSPAPER NOTIFICATION:**

N/A

**NOTICE TO SURROUNDING  
PROPERTY OWNERS:**

N/A

<b>STANDARDS TO BE CONSIDERED:</b> <i>Type content in each if necessary (delete this afterwards)</i>			
<b>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</b>		<b>Met</b>	<b>Not Met</b>
35-40	<b>Preliminary Plat Content</b>	n/a	
40-20	<b>Final Plat Content</b>	X	
41-6	<b>Access Management</b>	X	
41-6.B.a-c.	<b>Entrance Spacing</b>	X	
41-6.C.	<b>Public Road Access Management Standards</b>	X	
43	<b>Cross Access Easements</b>	N/A	
50-20	<b>Utility Requirements</b>	X	
50-30	<b>Other Requirements</b>	X	
50-40	<b>Minimum Design Standards</b>	X	
50-50	<b>Sensitive Land Development</b>	N/A	
50-60.	<b>Dedication of Reservation of Public Sites and Open Spaces</b>	N/A	

#### **STAFF COMMENTS:**

The applicant is proposing to divide a 37-acre parcel into nine (9) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lots 1 through 7 will front onto 178<sup>th</sup> Street, varying in size from 1.25 to 1.9 acres. All lots have over one acre excluding ROW, allowing for enough area to support a private septic system. After reviewing road counts, it was determined that 178<sup>th</sup> Street is not a high-volume road and therefore entrance spacing does not require a higher standard of separation. The applicant has resubmitted the application removing the shared entrances and no access hatching along 178<sup>th</sup> Street, except for the section along the intersection. Lots 8 & 9 front onto Evans Road. Lot 8 will be 2 acres and Lot 9 will be more than 26 acres. Entrance spacing will have to comply with the Access Management Regulations. Lot 9 also has existing accessory structures that will be removed. A condition of approval has been recommended to reflect that.

#### **PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available. If the infrastructure is not available to support fire hydrants, a letter from the Water District stating such must be provided prior to any building permit being issued.
5. Accessory Structures located on Lot 9 must be demolished per the plat notation.
6. The developer must comply with the following memorandums:
  - Memo – Planning & Zoning, dated August 25, 2025
  - Memo – Survey, dated August 25, 2025
  - Memo – Travis Miles, Suburban Water, dated May 9, 2025

#### **ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums



Amy ~~Seed~~  
water

**FINAL PLAT APPLICATION**  
Leavenworth County Planning and Zoning Department  
300 Walnut St., Suite 212  
Leavenworth, Kansas  
913-684-0465

<b>Office Use Only</b>	
Township: _____	Planning Commission Meeting Date: _____
Case No. _____	Date Received/Paid: <u>APR 30 2025</u>
Zoning District _____	Comprehensive Plan Land Use Designation: _____

APPLICANT/ <b>AGENT</b> INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Kooser Family Living Trust</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>17559 Evans Road</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Tonganoxie, KS 66086</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: PAPA PONDEROSA

Address of Property: 00000 EVANS ROAD

PID: 184-17-0-00-00-003 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>38.4 AC</u>	Number of Lots: <u>9</u>	Minimum Lot Size: <u>1.25 AC</u>
Maximum Lot Size: <u>28 Ac</u>	Proposed Zoning: <u>R1-43</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>Suburban</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Stranger</u>	Electric Provider: <u>Evergry</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - <b>Collector</b> - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number: _____	
I, the undersigned, am the owner, <b>duly authorized agent</b> , 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 final plat approval as indicated above.	
Signature: <u>Joe Herring - digitally signed 4/29/2025</u>	Date: <u>4/29/2025</u>

**ATTACHMENT A**



AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner  
COUNTY OF LEAVENWORTH  
STATE OF KANSAS

We/I Rick Kooser and Peggy Kooser

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at -  
3 parcels: 207th St Easton, KS + 00000 Easton Rd, Easton and that we authorize the  
following people or firms to act in our interest with the Leavenworth County Planning  
and Zoning Department for a period of one calendar year. Additionally, all statements  
herein contained in the information herewith submitted are in all respects true and correct  
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring – Herring Surveying Company 315 N. 5<sup>th</sup> Street, Leavenworth,  
KS 66048, 913-651-3858

2)  
Signed and entered this 18<sup>th</sup> day of September 20 24

Rick Kooser, Peggy Kooser 17559 Evans Rd.  
Print Name, Address, Telephone Long Grove, KS

Rick Kooser Peggy Kooser  
Signature 66086

STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH )

Be it remember that on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, a notary public in and  
for said County and State came \_\_\_\_\_ to me  
personally known to be the same persons who executed the forgoing instrument of writing, and  
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand  
and affixed my notary seal the day and year above written.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(seal)



## Allison, Amy

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Friday, May 9, 2025 3:28 PM  
**To:** Allison, Amy; PZ  
**Subject:** Fw: Affidavits

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Peggy Kooser <kooser.peggy@gmail.com>  
**Sent:** Thursday, September 26, 2024 8:14 AM  
**To:** Joe Herring <herringsurveying@outlook.com>  
**Subject:** Affidavits

## Allison, Amy

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Thursday, March 13, 2025 6:15 PM  
**To:** Johnson, Melissa  
**Subject:** Fw: Papa Ponderosa - Kooser Property. Fire

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Mark B <stfdchief1760@gmail.com>  
**Sent:** Thursday, March 13, 2025 6:12:47 PM  
**To:** Joe Herring <herringsurveying@outlook.com>  
**Cc:** DesignGroupShawnee@evergy.com <DesignGroupShawnee@evergy.com>; Boone Heston <Boone.Heston@evergy.com>; Travis Miles <Travis@suburbanwaterinc.com>; trish@suburbanwaterinc.com <trish@suburbanwaterinc.com>  
**Subject:** Re: Papa Ponderosa - Kooser Property

Stranger Township Fire Department has no issues with this property.

Let me know if you have any questions.

Mark Billquist  
Stranger Township Fire Chief  
913-369-0510

On Thu, Mar 13, 2025 at 4:09 PM Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)> wrote:

I believe all may have reviewed this property for a rezone. Kooser Family Trust on Evans Road.  
If you could submit the standard service letter to the me and the county for this project I would appreciate it.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

--

**Mark Billquist**

Stranger Township Fire Chief

10-33 Foundation National Treasurer

[913-369-0510](tel:913-369-0510) mobile

[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***Step up and become the first line of defense as a mental health resource by asking four simple words, "How are you doing?".***

## Allison, Amy

---

**From:** Matt Roecker <Matt.Roecker@evergy.com>  
**Sent:** Thursday, March 27, 2025 2:29 PM  
**To:** Johnson, Melissa  
**Subject:** RE: [EXTERNAL]Papa Ponderosa Utility purveyance letter

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Internal Use Only

Melissa,

Evergy has no issues with this plat.

Thanks

**Matt Roecker**

Evergy

TD Designer IV

[matt.roecker@evergy.com](mailto:matt.roecker@evergy.com)

913-667-5116

---

**From:** Johnson, Melissa <MJohnson@leavenworthcounty.gov>  
**Sent:** Thursday, March 27, 2025 1:44 PM  
**To:** 'trish@suburbanwaterinc.com' <trish@suburbanwaterinc.com>; 'travis@suburbanwaterInc.com' <travis@suburbanwaterInc.com>; Design Group Shawnee <DesignGroupShawnee@evergy.com>  
**Cc:** 'Joe Herring' <herringsurveying@outlook.com>; PZ <PZ@leavenworthcounty.gov>  
**Subject:** [EXTERNAL]Papa Ponderosa Utility purveyance letter

**This Message Is From an External Sender**

This message came from outside your organization.

[Report Suspicious](#)

We have received an application for the above listed preliminary plat. Can you please send a response for what ever comment you would like to submit?

If you have any questions, please let me know.

Thank you,

Melissa Johnson

Planner I

Leavenworth County

Planning & Zoning Department

Leavenworth County Courthouse

300 Walnut St, Suite 212

Leavenworth County, Kansas 66048



May 9, 2025

Leavenworth County  
Planning and Zoning  
Leavenworth KS 66048

To Whom It May Concern:

Suburban Water Inc (SWC) has received the preliminary plat for the Papa Ponderosa subdivision in Leavenworth County, Kansas and has completed an initial review of the proposed development. SWC has existing infrastructure located in proximity and will provide water service to the proposed development. System improvements necessary to provide service to the proposed development will be provided by SWC to the developer upon approval of the preliminary and final plat by Leavenworth County.

If you have questions, please contact me at 913-724-1800.

Sincerely,

*Travis J Miles*

Travis J Miles  
President



# PAPA PONDEROSA

A Subdivision in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Kooser Family Living Trust  
17559 Evans Road  
Tonawake, KS 66086  
PID NO. 184-17-0-00-00-003

RECORD DESCRIPTION:  
Tract of land in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 15, 2025, and more fully described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence North 88 degrees 33'11" East for a distance of 608.53 feet along the North line of said Northeast Quarter; thence South 01 degrees 26'49" East for a distance of 315.00 feet; thence North 88 degrees 33'11" East for a distance of 175.00 feet; thence North 01 degrees 26'49" West for a distance of 315.00 feet to said North line; thence North 88 degrees 33'11" East for a distance of 527.31 feet along said North line to the West line of SMITH'S PONDEROSA REPLAT; thence South 01 degrees 43'14" East for a distance of 1320.94 feet along said West line; thence South 88 degrees 35'39" West for a distance of 1310.08 feet to the West line of said Northeast Quarter; thence North 01 degrees 45'13" West for a distance of 1320.00 feet along said West line to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 38.46 acres, more or less, including road right of way.  
Error of Closure: 1 - 1166566

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: PAPA PONDEROSA

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of PAPA PONDEROSA, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Peggy A. Kooser, Trustee  
Kooser Family Living Trust

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Peggy A. Kooser, Trustee to the Kooser Family Living Trust, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC:  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of PAPA PONDEROSA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary  
John Jacobson

Chairman  
Marcus Majure

COUNTY ENGINEER'S APPROVAL:  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

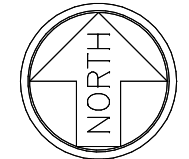
COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of PAPA PONDEROSA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman  
Mike Smith

County Clerk  
Attest: Fran Keppler

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock \_\_\_M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

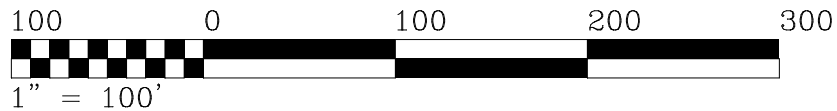


Scale 1" = 100'

Job #K-24-1838  
April 29, 2025 Rev. 8/22/25

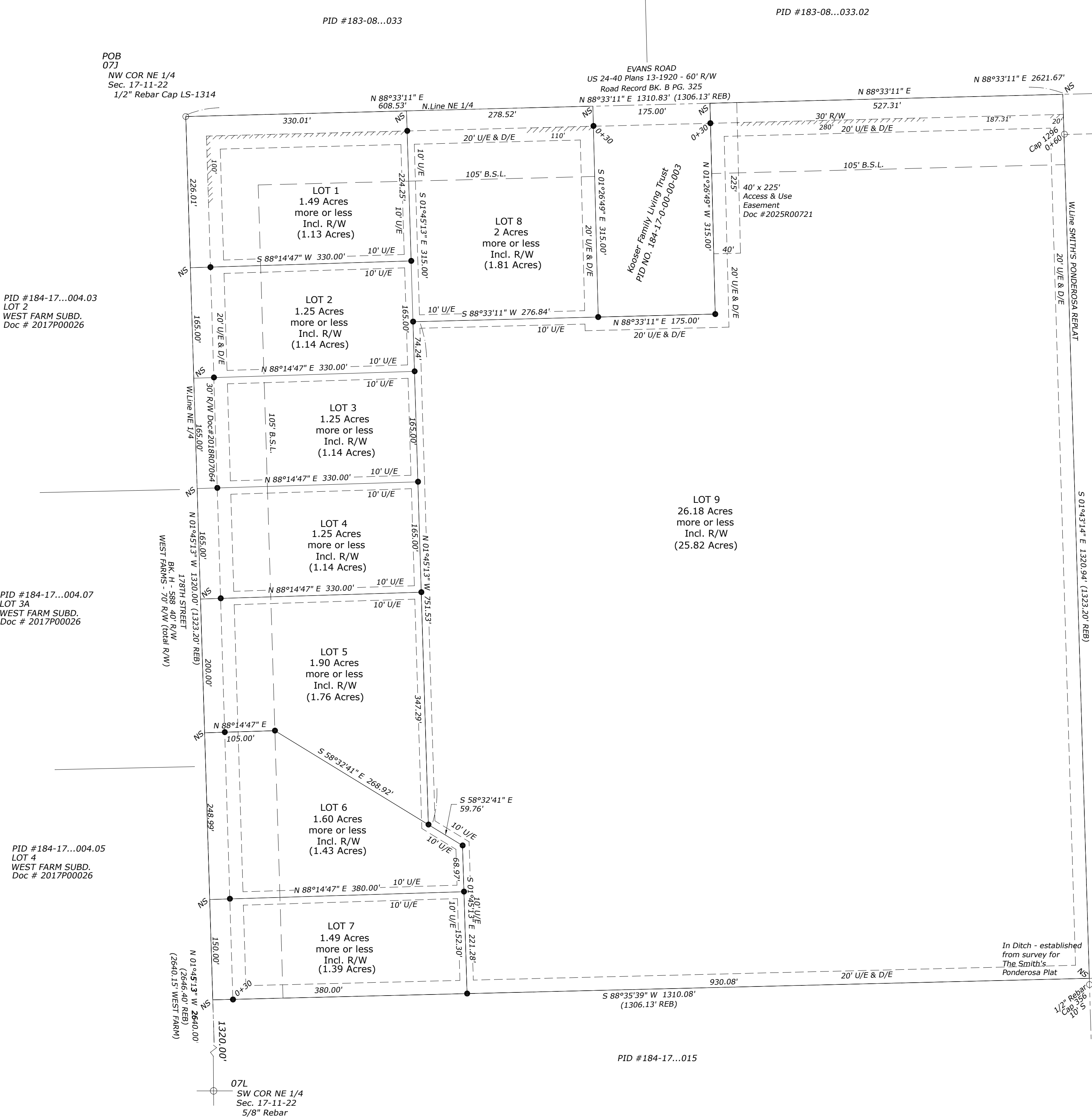
J. Herring, Inc. (dba)  
**J. HERRING SURVEYING COMPANY**  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@leamcash.com

Daniel Baumbach, PS#1363  
County Surveyor



I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

- RESTRICTIONS:
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy
  - 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 6) No off-plat restrictions.

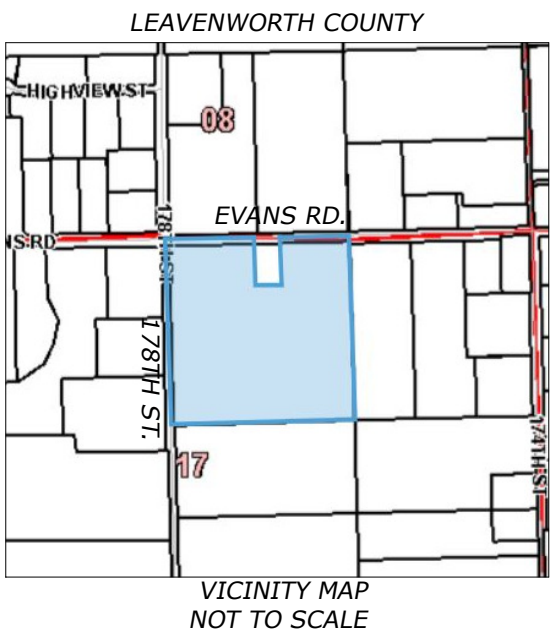


PID #184-17...002.05  
LOT 1A  
THE SMITH'S PONDEROSA REPLAT  
Doc # 2016P00021

ZONING:  
R1 (43) - Resolution 2024-27

- NOTES:
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Descriptions
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Agriculture and Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Project Benchmark (BM) - NW Cor NE 1/4 Sec. 17 - 1/2" Rebar - Elev - 886'
  - 11) Easements, if any, are created hereon or listed in referenced title commitment.
  - 12) Reference Recorded Deed Doc # 2024R07391
  - 13) Utility Companies -
    - Water - Suburban
    - Electric - Evergy
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 14) Reference Security 1st Title File No. 3096145 dated 10-22-2024
  - 15) Easement to KCR&L in Book 361 Page 471 lies within existing and platted right of ways.
  - 16) Easement Book 400 Page 330, Book 461 Page 171, lies within existing and platted right of way.
  - 17) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G dated July 16, 2015
  - 18) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 10' (Accessory - 10')
    - All rear yard setbacks - 30' (Accessory - 15')
  - 19) Existing Structures, if any, shown in approximate location.
  - 20) Fence Lines do not necessarily denote the boundary line for the property.
  - 21) Reference Surveys:
    - THE SMITH'S PONDEROSA - Doc #2015P00018 - See recorded plat for Quarter Section Breakdown and location of Southeast corner of surveyed property
    - THE SMITH'S PONDEROSA REPLAT - Doc #2016P00021
    - (REB) - R.E.Bacon Survey Bk. 5-8 Pg. 62 - NKA 19675062
    - WEST FARM SUBDIVISION Doc #2017P00026
    - (JAH) - J.A.Herring Survey Doc #2025S008

- LEGEND:
- - 1/2" Bar Set with Cap No.1296
  - - 1/2" Bar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement
  - CL - Centerline
  - SL - Section Line
  - BM - Benchmark
  - POB - Point of Beginning
  - POC - Point of Commencing
  - ///// - No Vehicle Entrance Access
  - NS - Not Set this survey per agreement with client



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through May 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

# MEMO

**To:** Amy Allison  
**From:** Chuck Magaha  
**Subject:** Papa Ponderosa Subdivision  
**Date:** May 22, 2025

Amy, I have reviewed the final plat of the Papa Ponderosa Subdivision presented by Kooser Family Trust. The subdivision meets the requirements for fire hydrants and supported with a 6" water line as stated in the subdivision guidelines. The area, in which the subdivision is proposed, a fire hydrant should be placed at 1000 feet to the east of 178<sup>th</sup> Street and Evans Road to Lot 9, then 1000 feet to the south on 178<sup>th</sup> Street to Lot 7 from the intersection of 178<sup>th</sup> Street and Evans Road. There is an existing fire hydrant at 178<sup>th</sup> Street and Evans road. These fire hydrants should provide this subdivision.

I have no further recommendation for this subdivision.

If you have any questions please call me 684-0455.

## Allison, Amy

---

**From:** Anderson, Kyle  
**Sent:** Tuesday, May 27, 2025 10:00 AM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-25-060 Final Plat - Papa Ponderosa

We have not received any complaints on this property, and we are not aware of any septic systems currently installed on it.

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, May 21, 2025 4:20 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Dedeke, Andrew <adedeke@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; San, Soma <SSan@leavenworthcounty.gov>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-25-060 Final Plat - Papa Ponderosa

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 9-lot subdivision for the property located 17675 Evans Rd.

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 June 4, 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**



**06-18-25**  
**PW Combined No**  
**Comments**

Papa Ponderosa  
Leavenworth County Kansas

Drainage Report

March 12, 2025

Revised June 9, 2025



# PAPA PONDEROSA

A Subdivision in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Kooser Family Living Trust  
17559 Evans Road  
Tonganoxie, KS 66086  
PID NO. 184-17-0-00-00-003

RECORD DESCRIPTION:  
Tract of land in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 15, 2025, and more fully described as follows: Beginning at the Northwest corner of said Northeast Quarter; thence North 88 degrees 33'11" East for a distance of 608.53 feet along the North line of said Northeast Quarter; thence South 01 degrees 26'49" East for a distance of 315.00 feet; thence North 88 degrees 33'11" East for a distance of 175.00 feet; thence North 01 degrees 26'49" West for a distance of 315.00 feet to said North line; thence North 88 degrees 33'11" East for a distance of 527.31 feet along said North line to the West line of SMITH'S PONDEROSA REPLAT; thence South 01 degrees 43'14" East for a distance of 1320.94 feet along said West line; thence South 88 degrees 35'39" West for a distance of 1310.08 feet to the West line of said Northeast Quarter; thence North 01 degrees 45'13" West for a distance of 1320.00 feet along said West line to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 38.46 acres, more or less, including road right of way.  
Error of Closure: 1 - 1166566

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: PAPA PONDEROSA

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of PAPA PONDEROSA, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Peggy A. Kooser, Trustee  
Kooser Family Living Trust

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Peggy A. Kooser, Trustee to the Kooser Family Living Trust, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC:  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of PAPA PONDEROSA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary  
John Jacobson

Chairman  
Marcus Majure

COUNTY ENGINEER'S APPROVAL:  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

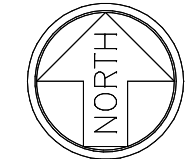
COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of PAPA PONDEROSA this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman  
Mike Smith

County Clerk  
Attest: Fran Keppler

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock \_\_\_M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn



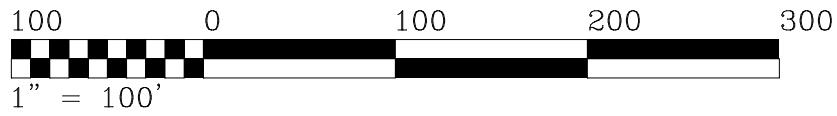
Scale 1" = 100'

Job #K-24-1838  
April 29, 2025 Rev. 8/22/25

J. Herring, Inc. (dba)  
**J. HERRING SURVEYING COMPANY**

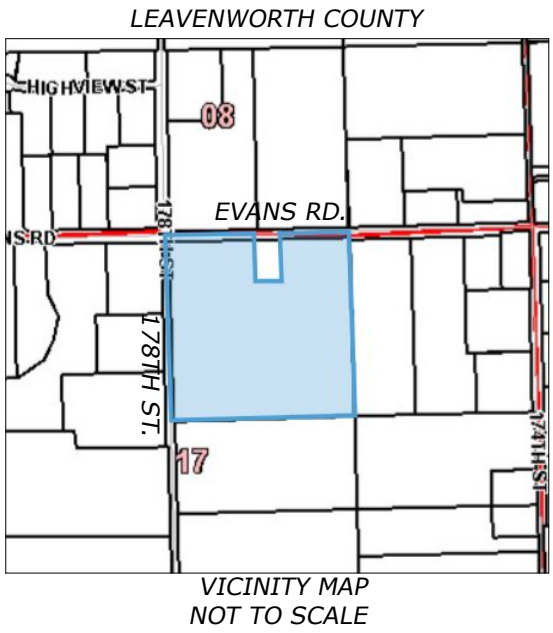
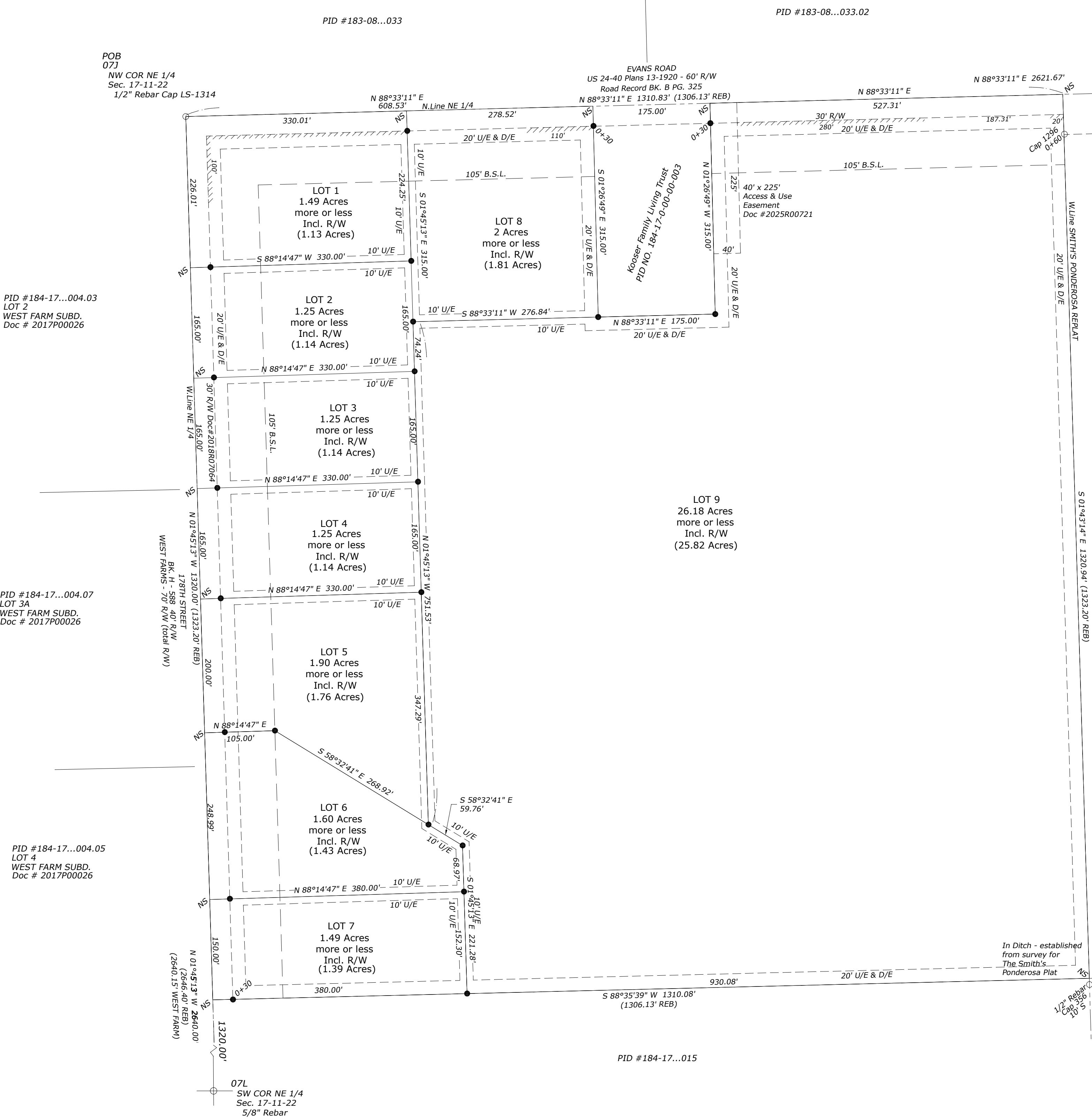
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@leamcash.com

Daniel Baumbach, PS#1363  
County Surveyor



I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

- RESTRICTIONS:
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy
  - 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 6) No off-plat restrictions.



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through May 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

8-22-25  
PW Engineering  
Combined  
No Further  
Comment

PID #184-17...002.05  
LOT 1A  
THE SMITH'S PONDEROSA REPLAT  
Doc # 2016P00021

ZONING:  
R1 (43) - Resolution 2024-27

- NOTES:
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Descriptions
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Agriculture and Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Project Benchmark (BM) - NW Cor NE 1/4 Sec. 17 - 1/2" Rebar - Elev - 886'
  - 11) Easements, if any, are created hereon or listed in referenced title commitment.
  - 12) Reference Recorded Deed Doc # 2024R07391
  - 13) Utility Companies -
    - Water - Suburban
    - Electric - Evergy
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 14) Reference Security 1st Title File No. 3096145 dated 10-22-2024
  - 15) Easement to KCR&L in Book 361 Page 471 lies within existing and platted right of ways.
  - 16) Easement Book 400 Page 330, Book 461 Page 171, lies within existing and platted right of way.
  - 17) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G dated July 16, 2015
  - 18) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 10' (Accessory - 10')
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  - 19) Existing Structures, if any, shown in approximate location.
  - 20) Fence Lines do not necessarily denote the boundary line for the property.
  - 21) Reference Surveys:
    - THE SMITH'S PONDEROSA - Doc #2015P00018 - See recorded plat for Quarter Section Breakdown and and location of Southeast corner of surveyed property
    - THE SMITH'S PONDEROSA REPLAT - Doc #2016P00021
    - (REB) - R.E.Bacon Survey Bk. 5-8 Pg. 62 - NKA 19675062
    - WEST FARM SUBDIVISION Doc #2017P00026
    - (JAH) - J.A.Herring Survey Doc #2025S008

LEGEND:  
● - 1/2" Bar Set with Cap No.1296  
○ - 1/2" Bar Found, unless otherwise noted.  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
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# PAPA PONDEROSA

A Subdivision in the Northeast Quarter of Section 17, Township 11 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:  
Kooser Family Living Trust  
17559 Evans Road  
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Marcus Majure

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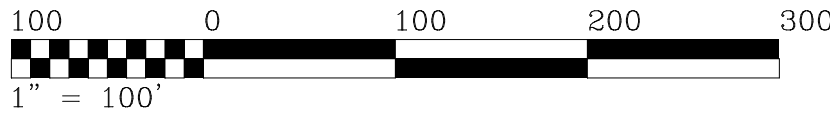
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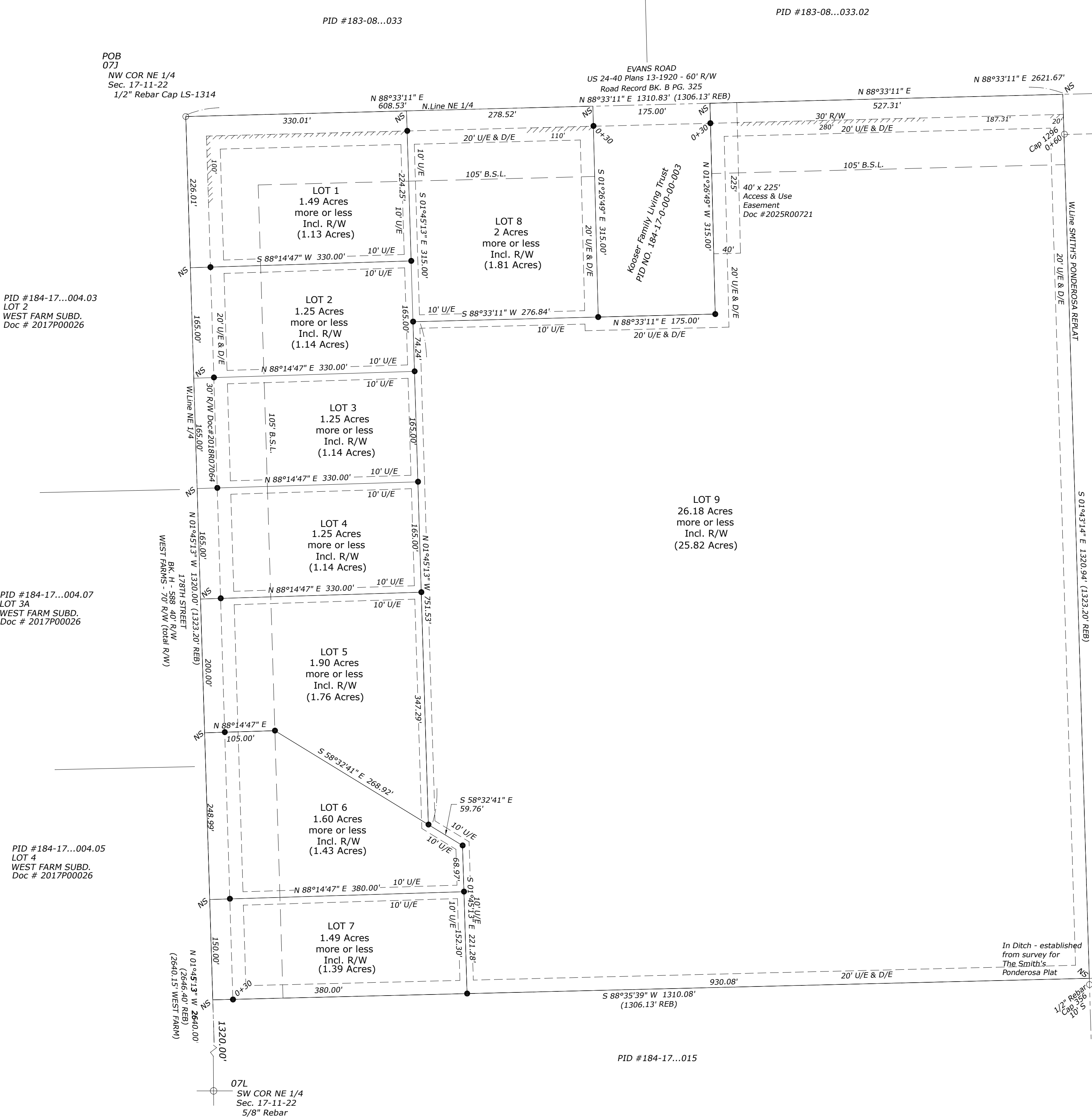
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315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
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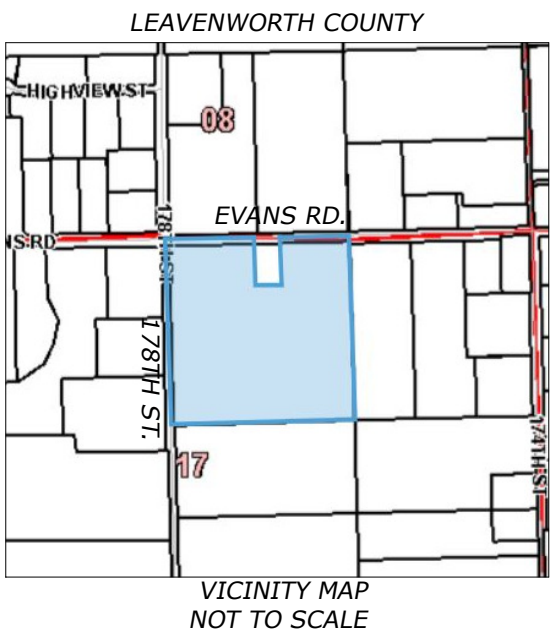


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Joseph A. Herring  
PS # 1296



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Peggy A. Kooser, Trustee  
Kooser Family Living Trust

NOTARY CERTIFICATE:  
Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Peggy A. Kooser, Trustee to the Kooser Family Living Trust, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC:  
My Commission Expires: \_\_\_\_\_ (seal)

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Secretary  
John Jacobson

Chairman  
Marcus Majure

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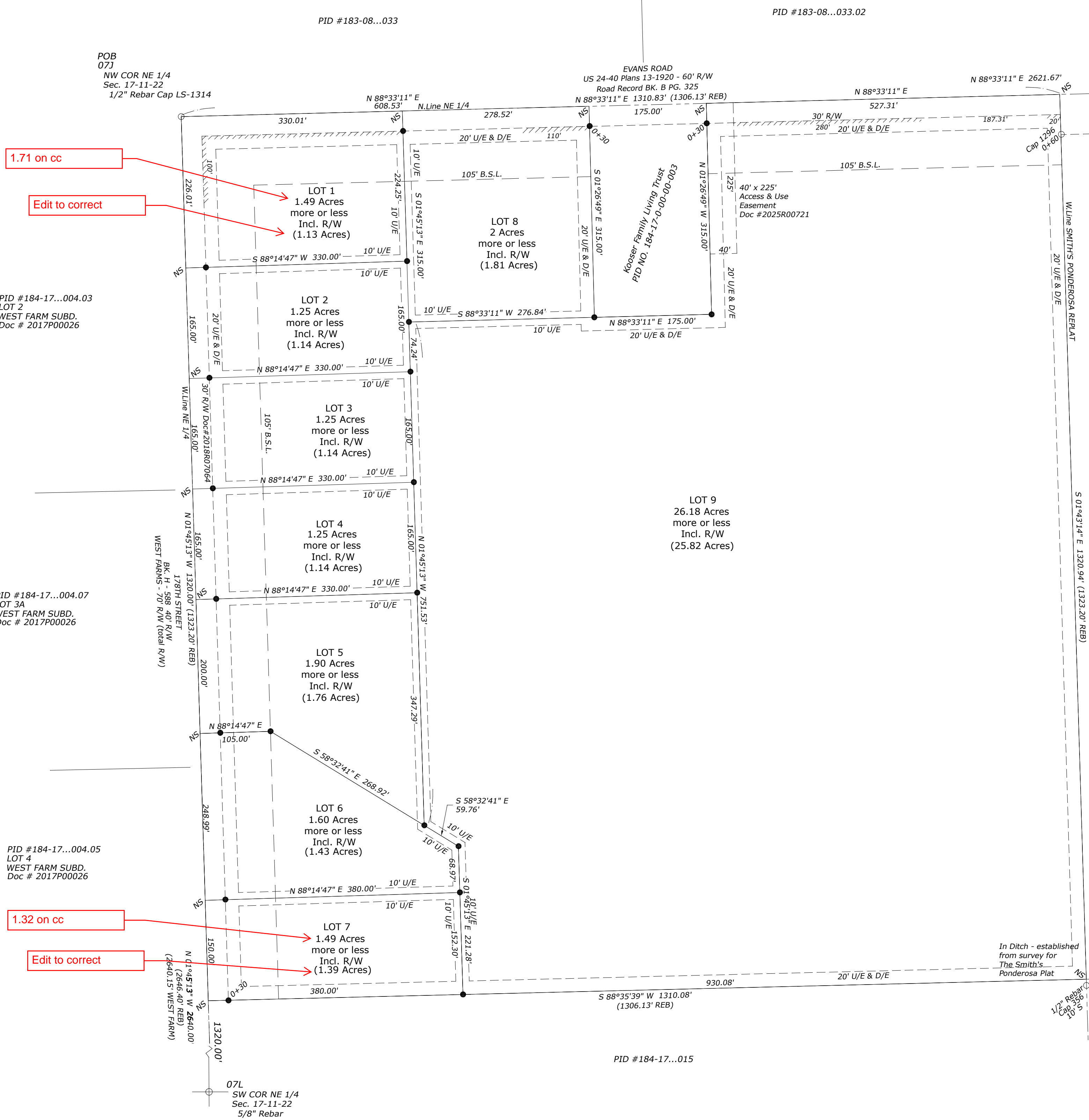
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Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock \_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Baumbach, PS#1363  
County Surveyor

- RESTRICTIONS:
- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
  - 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
  - 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
  - 4) Lots are subject to the current Access Management Policy
  - 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
  - 6) No off-plat restrictions.

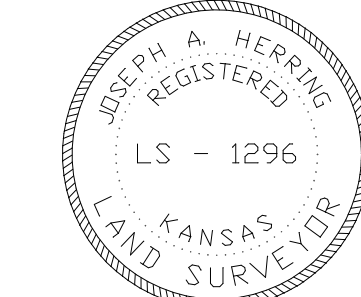
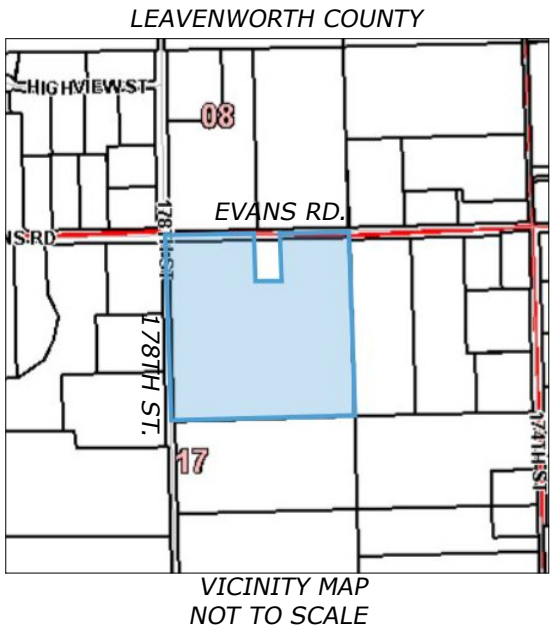


PID #184-17...002.05  
LOT 1A  
THE SMITH'S PONDEROSA REPLAT  
Doc # 2016P00021

ZONING:  
R1 (43) - Resolution 2024-27

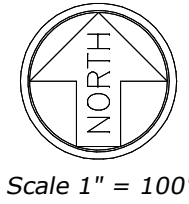
- NOTES:
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Descriptions
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Agriculture and Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88
  - 10) Project Benchmark (BM) - NW Cor NE 1/4 Sec. 17 - 1/2" Rebar - Elev - 886'
  - 11) Easements, if any, are created hereon or listed in referenced title commitment.
  - 12) Reference Recorded Deed Doc # 2024R07391
  - 13) Utility Companies -
    - Water - Suburban
    - Electric - Evergy
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 14) Reference Security 1st Title File No. 3096145 dated 10-22-2024
  - 15) Easement to KCR&L in Book 361 Page 471 lies within existing and platted right of ways.
  - 16) Easement Book 400 Page 330, Book 461 Page 171, lies within existing and platted right of way.
  - 17) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 20103C0350G dated July 16, 2015
  - 18) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 10' (Accessory - 10')
    - All rear yard setbacks - 30' (Accessory - 15')
  - 19) Existing Structures, if any, shown in approximate location.
  - 20) Fence Lines do not necessarily denote the boundary line for the property.
  - 21) Reference Surveys:
    - THE SMITH'S PONDEROSA - Doc #2015P00018 - See recorded plat for Quarter Section Breakdown and and location of Southeast corner of surveyed property
    - THE SMITH'S PONDEROSA REPLAT - Doc #2016P00021
    - (REB) - R.E.Bacon Survey Bk. 5-8 Pg. 62 - NKA 1967S062
    - WEST FARM SUBDIVISION Doc #2017P00026
    - (JAH) - J.A.Herring Survey Doc #2025S008

- LEGEND:
- - 1/2" Bar Set with Cap No.1296
  - - 1/2" Bar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
  - R/W - Permanent Dedicated Roadway Easement
  - CL - Centerline
  - SL - Section Line
  - BM - Benchmark
  - POB - Point of Beginning
  - POC - Point of Commencing
  - ///// - No Vehicle Entrance Access
  - NS - Not Set this survey per agreement with client

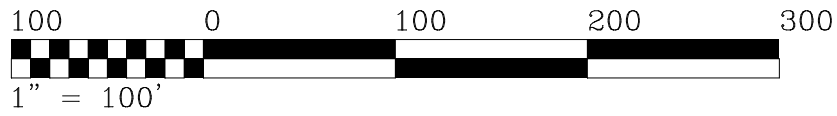


I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of April through May 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



Job #K-24-1838  
April 29, 2025 Rev. 8/22/25



**Leavenworth County  
Request for Board Action  
Case No. DEV-25-079/080  
Preliminary & Final Plat - Big Timber Ranch CAE  
\*Consent Agenda\***

**Date:** September 24, 2025  
**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 Request:**

Chairman, I find that the proposed Final Plat as outlined in case DEV-25-080 is compliant with the County Zoning & 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.

**Analysis:** The applicant is proposing to divide a total 50-acre parcel into two (2) lot Cross Access Easement with 2 tracts of land that are non-buildable. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 & 2 will be approximately 5.5 acres in size. All lots meet the requirements for the RR-5 zoning district. The private drive easement will be maintained by the owners of the parcels within the subdivision.

**Recommendation:** The Planning Commission voted 8-0 (1 absent) to recommend approval of Case No.DEV-25-080, Final Plat for Big Timber Ranch, subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-25-080, Final Plat for Big Timber Ranch, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-25-080, Final Plat for Big Timber Ranch, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-25-080, Final Plat for Big Timber Ranch 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, Plat, Planning Commission Minutes



**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-25-079/080 Big Timber Ranch

September 10, 2025

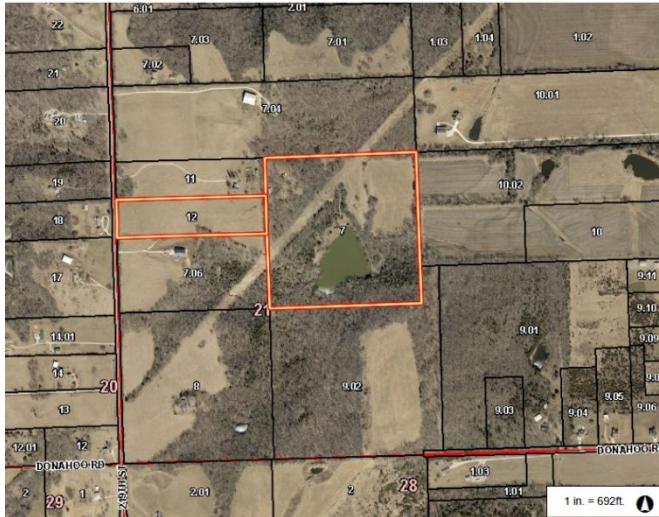
**REQUEST: *Consent Agenda***

☒ Preliminary Plat      ☒ Final Plat

**STAFF REPRESENTATIVE:**

JOSH SCHWEITZER  
Development Planner

**SUBJECT PROPERTY:** 00000 219<sup>th</sup> Street.



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
HERRING SURVEYING  
315 N. 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**

Jon & Breah Chamber  
25493 Kansas Ave  
Tonganoxie, KS 66086

**CONCURRENT APPLICATIONS:**

NONE

**LAND USE**

**ZONING:** RR-5

**FUTURE LAND USE DESIGNATION:**

RR-2.5 & 5

**LEGAL DESCRIPTION:**

A Cross Access Easement in the Southeast Quarter of Section 21, Township 10 South, Range 21, East of the 6th P.M., in Leavenworth County Kansas.

**SUBDIVISION:** N/A

**FLOODPLAIN:** N/A

**STAFF RECOMMENDATION:** APPROVAL

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-25-079 & 080, Preliminary & Final Plat for Big Timber Ranch, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-079 & 080, Preliminary & Final Plat for Big Timber Ranch to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

**PARCEL SIZE:** 40.10 & 9.90 ACRES

**PARCEL ID NO:**

145-21-0-00-00-007; 012

**BUILDINGS:**

Existing outbuilding

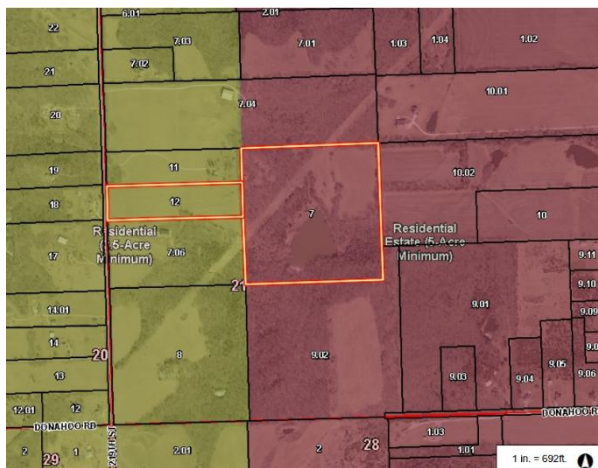
**PROJECT SUMMARY:**

Request for a final plat approval to subdivide property located at 00000 219<sup>th</sup> Street (145-21-0-00-00-007; 012) as Lots 1 through 2 & Tracts A & B of Big Timber Ranch.

**ACCESS/STREET:**

291<sup>th</sup> Street - Collector, Paved ± 23'

**Location Map: FUTURE LAND USE DESIGNATION**



**UTILITIES**

**SEWER:** PRIVATE SEPTIC

**FIRE:** Tonganoxie

**WATER:** RWD 9

**ELECTRIC:** FREESTATE

**NOTICE & REVIEW:**

**STAFF REVIEW:**

9/4/2025

**NEWSPAPER NOTIFICATION:**

N/A

**NOTICE TO SURROUNDING  
PROPERTY OWNERS:**

N/A



<b>STANDARDS TO BE CONSIDERED:</b> <i>Type content in each if necessary (delete this afterwards)</i>			
<b>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</b>		<b>Met</b>	<b>Not Met</b>
35-40	<b>Preliminary Plat Content</b>	X	
40-20	<b>Final Plat Content</b>	X	
41-6	<b>Access Management</b>	X	
41-6.B.a-c.	<b>Entrance Spacing</b>	X	
41-6.C.	<b>Public Road Access Management Standards</b>	X	
43	<b>Cross Access Easements</b>	X	
50-20	<b>Utility Requirements</b>	X	
50-30	<b>Other Requirements</b>	X	
50-40	<b>Minimum Design Standards</b>	X	
50-50	<b>Sensitive Land Development</b>	N/A	
50-60.	<b>Dedication of Reservation of Public Sites and Open Spaces</b>	N/A	

#### **STAFF COMMENTS:**

The applicant is proposing to divide a total 50-acre parcel into two (2) lots and 2 tracts of land that will be considered non-buildable. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1 & 2 will be approximately 5.5 acres in size. All lots meet the requirements for the RR-5 zoning district.

#### **PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available. If the infrastructure is not available to support fire hydrants, a letter from the Water District stating such must be provided prior to any building permit being issued.
5. Big Timber Ranch is hereby approved as a Cross Access Easement subdivision. The installation and maintenance of the private drive is the responsibility of the members of the Home Owners Association per the attached HOA agreement. Leavenworth County does not accept any liability or maintenance of the proposed private drive.
6. Tracts' A & B are non-buildable lots. No building permits shall be issued for these tracts.
7. All review comments made by County staff.  
County Surveyor, dated September 4, 2025
8. The developer must comply with the following memorandums:  
Memo – RWD 9, dated May 6, 2025

#### **ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums



**FINAL &  
PRELIMINARY PLAT APPLICATION**  
Leavenworth County Planning and Zoning Department  
300 Walnut St., Suite 212  
Leavenworth, Kansas  
913-684-0465

Township: _____	Office Use Only
Case No. _____	Planning Commission Meeting Date: _____
Zoning District _____	Date Received/Paid: _____
Comprehensive Plan Land Use Designation: _____	

APPLICANT/ <b>AGENT</b> INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Jon and Breah Chambers</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>22323 Tonganoxie Drive</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Tonganoxie, KS 66086</u>
PHONE: <u>913-651-3858</u>	PHONE: _____
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: _____

**GENERAL INFORMATION**

Proposed Subdivision Name: BIG TIMBER RANCH

Address of Property: 00000 219th Street

PID: 145-21-0-00-00-007 & 012 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>50 Ac</u>	Number of Lots: <u>2 Lots / 2 Tracts</u>	Minimum Lot Size: <u>5 Ac</u>
Maximum Lot Size: <u>5 Ac</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 9</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Tonganoxie</u>	Electric Provider: <u>Freestate</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No if yes, what is the panel number: _____	
I, the undersigned, am the owner, <b>duly authorized agent</b> , 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 final plat approval as indicated above.	
Signature: <u>Joe Herring - digitally signed 7-21-25</u>	Date: <u>7-21-25</u>

**ATTACHMENT A**



AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner  
COUNTY OF LEAVENWORTH  
STATE OF KANSAS

We/I Jon Chambers and Breah Chambers

Being dully sworn, dispose and say that we/I are the owner(s) of said property located at - \_\_\_\_\_, and that we authorize the following people or firms to act in our interest with the Leavenworth County Planning and Zoning Department for a period of one calendar year. Additionally, all statements herein contained in the information herewith submitted are in all respects true and correct to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring - Herring Surveying Company 315 N. 5<sup>th</sup> Street, Leavenworth, KS 66048, 913-651-3858

2) Signed and entered this 22 day of July, 2025.

Jon Chambers 25493 Kansas Ave Tonganoxie KS 66086  
Print Name, Address, Telephone

[Signature]

Breah Chambers

Signature

STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH )

Be it remembered that on this 22<sup>nd</sup> day of July, 2025, before me, a notary public in and for said County and State came \_\_\_\_\_ to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC Diana Chambers

My Commission Expires: 2-6-28







**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

**Transaction Identification Data for Reference Only:**

Issuing Office: Buyer(s) Side: Continental Title Company - 1204 State Ave, Ste C, Tonganoxie, KS 66086  
Closer: Chelsea Barnett | Phone: (913)845-2035 | Fax: (913)845-2028

CTC File No.: 24466048

Property Address: 00000 50 Acres 219th St, Tonganoxie, KS 66086  
25493 Kansas Avenue, Tonganoxie, KS 66086

Borrower(s): Jon Chambers and Breah Chambers Sales Amount: \$512,500.00

**SCHEDULE A**

1. Commitment Effective Date: 16th day of July, 2024 at 8:00 A.M. Update 3/Revised 1 July 14, 2025

2. Policy to be issued:

(a) 2021 ALTA Owner Policy

Proposed Policy Amount:

Proposed Insured:

(b) 2021 ALTA Loan Policy

Proposed Policy Amount: \$463,264.00

Premium: \$614.00

Proposed Insured: First State Bank & Trust

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

The Putthoff Living Trust as to Tract I and Gregory J Putthoff and Laurie A Putthoff, Co-Trustees of the Putthoff Living Trust dated November 5, 2013 as to Tract II

Jon Chambers and Breah Chambers, as to Tract III

5. The Land is described as follows:

TRACT I-

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION



Lot 2, PUTTHOFF ACRES, a subdivision in the North Half of the Northwest Quarter of the Southwest Quarter, Section 21, Township 10 South, Range 21 East of the 6th PM, Leavenworth County, Kansas

TRACT II-

The Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas. Subject to that part in roads, if any.

TRACT III-

Tract of land in the Northeast Quarter of Section 22, Township 11 South, Range 20 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows:

Commencing at the Northeast corner of said Section 22; thence South 88 degrees 30 minutes 54 seconds West for a distance of 301.38 feet along the North line of said Northeast quarter to the TRUE POINT OF BEGINNING; thence South 02 degrees 40 minutes 23 seconds East for a distance of 600.03 feet; thence South 37 degrees 11 minutes 00 seconds East for a distance of 193.39 feet; thence North 87 degrees 27 minutes 31 seconds East for a distance of 191.75 feet; thence South 02 degrees 40 minutes 23 seconds East for a distance of 576.77 feet to a 1/2 inch Bar; thence South 87 degrees 44 minutes 16 seconds West for a distance of 662.53 feet to a 1/2 inch Bar; thence North 02 degrees 44 minutes 14 seconds West for a distance of 1339.36 feet to the North line of said Northeast quarter; thence North 88 degrees 30 minutes 54 seconds East for a distance of 362.77 feet along said North line to the point of beginning, AKA Tract 1 as shown on the Certificate of Survey recorded February 2, 2018 as Document No. 2018S009, and as corrected by Surveyor's Affidavit filed as Document No. 2018R01466, less any part thereof taken or used for road purposes.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by First National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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HOME OWNER'S ASSOCIATION  
BIG TIMBER RIDGE  
LEAVENWORTH COUNTY, KANSAS

This Home Owner's Association is for BIG TIMBER RIDGE a Cross Access Easement Subdivision over:

Lot 2, PUTTHOFF ACRES, and the Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on May 15, 2025, more fully described as follows: Beginning at the Southwest corner of said Lot 2; thence North 01 degrees 53'07" West for a distance of 330.07 feet along the West line of said Lot 2; thence North 88 degrees 01'12" East for a distance of 1329.56 feet along the North line of said Lot 2; thence North 01 degrees 50'51" West for a distance of 326.58 feet to the North line of said Southwest Quarter; thence North 88 degrees 11'01" East for a distance of 1330.26 along said North line to the Northeast corner of said Southwest Quarter; thence South 01 degrees 46'59" East 1316.90 feet along the East line of said Southwest Quarter; thence South 88 degrees 05'42" West for a distance of 1328.84 feet; thence North 01 degrees 50'32" West for a distance of 662.14 feet to the Southeast corner of said Lot 2; thence South 88 degrees 01'37" West for a distance of 1329.34 feet along the South line of said Lot 2 to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 50.3 acres, more or less including road right of ways.

Said BIG TIMBER RIDGE creates an area known as a Cross Access Easement (C.A.E.).

Said area is to be shared and used by all owners/parties within BIG TIMBER RIDGE for the rights of access and for utilities to be allowed to service all Lots.

All Lot Owners are responsible for 50% of the total cost of maintenance of the C.A.E. area.

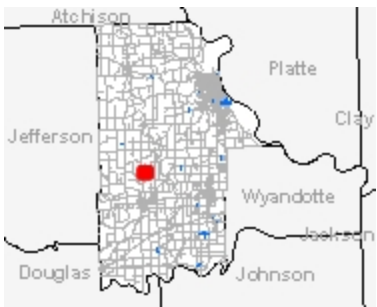
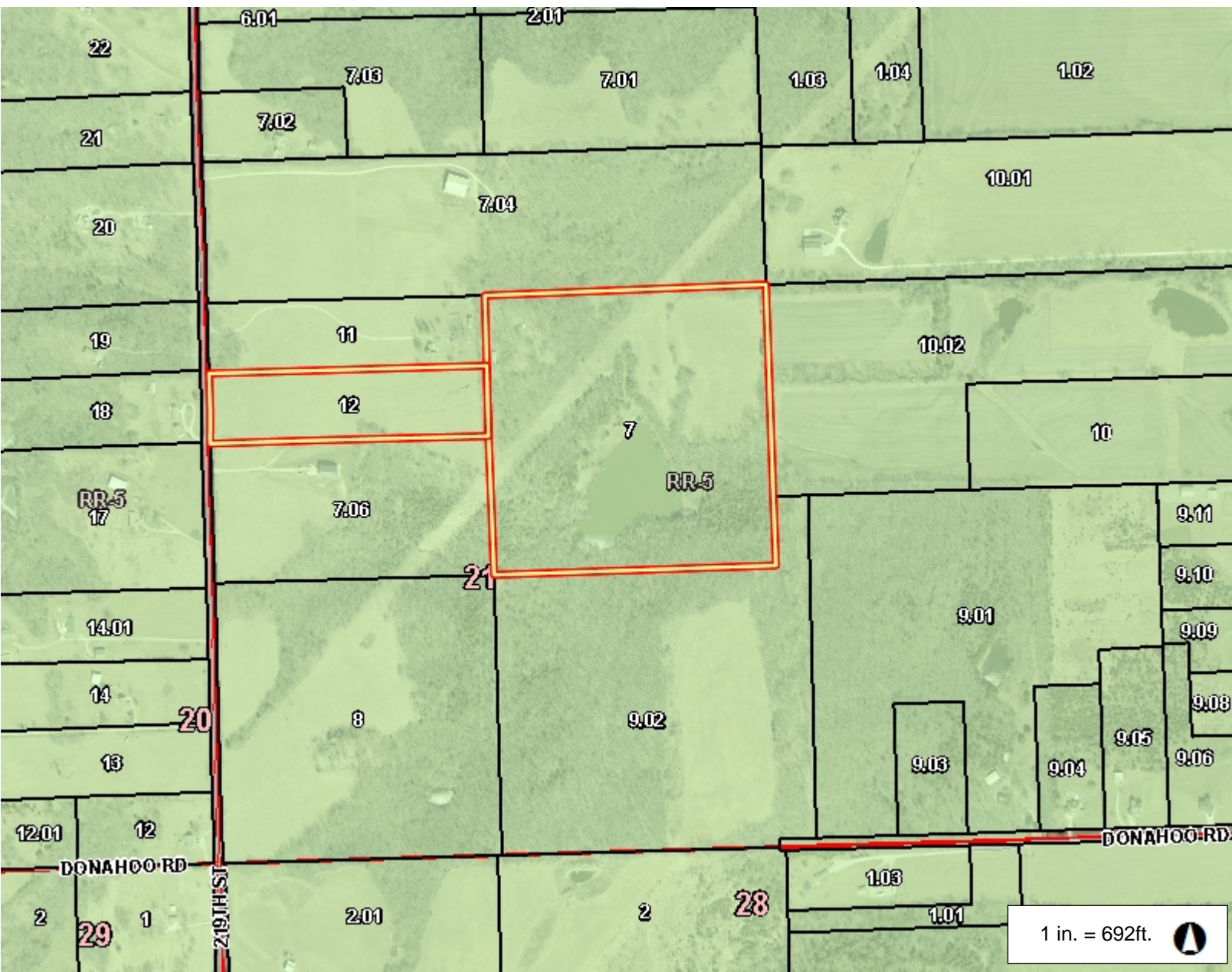
The Home Owner's Association is comprised of the owners of Lots 1 and 2, BIG TIMBER RIDGE.

All Lots will each have a single vote per Lot in determining the maintenance issues.






















To change any portion of this Home Owners Association document a majority vote must occur.

Maintenance of the cross access easement, is the sole responsibility of the developer and/or future property owners of the properties that the cross access easement provides access to. The cross access easements is not a public right-of-way and will in no way be maintained by Leavenworth County.

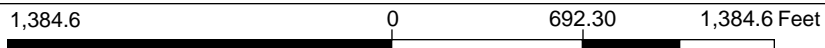
<p><b>Leavenworth County, KS</b></p>
--------------------------------------



### Legend

- Parcel Number
-  Parcel
-  City Limit Line
- Major Road
-  <all other values>
-  70
- Road
-  <all other values>
-  PRIVATE
-  Railroad
- Section
-  Section Boundaries
-  County Boundary
- Zoning
-  B-1
-  B-2
-  B-3
-  I-1
-  I-2
-  I-3
-  MXD
-  PC
-  PI
-  PR-1
-  PR-2
-  PR-3

## Notes

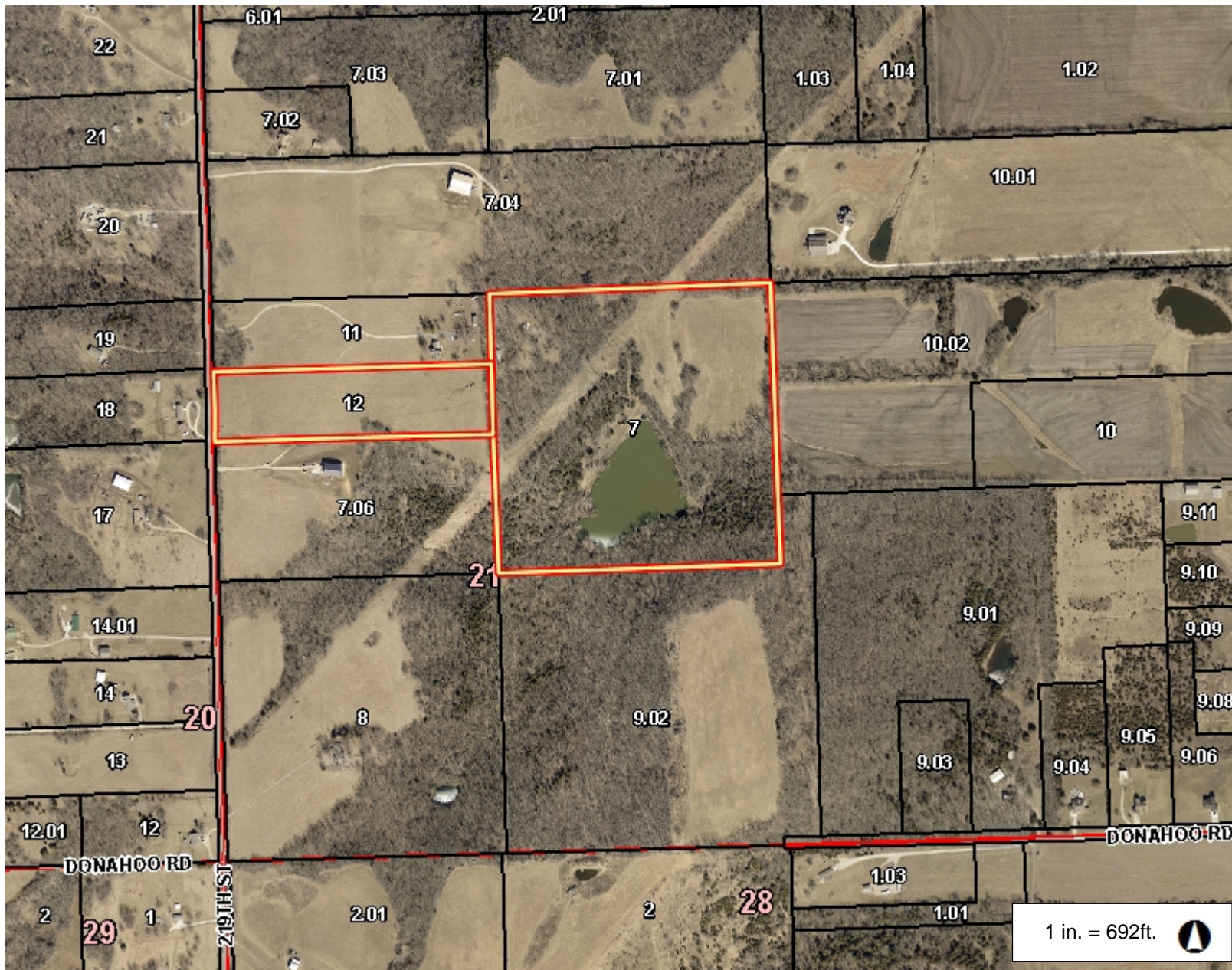


This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Leavenworth County, KS



## Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
  - <all other values>
  - PRIVATE
- +
- Railroad
- Section
- Section Boundaries
- County Boundary

1,384.6 0 692.30 1,384.6 Feet

1 in. = 692ft.



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

## Notes



**08-26-25**  
**PW Combined No**  
**Further Comment**

Big Timber Ranch  
Leavenworth County Kansas  
Drainage Report  
June 1, 2025  
Revised August 16, 2025





BIG TIMBER RANCH

A Cross Access Easement Subdivision in the Southeast Quarter of Section 13, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:  
CHAMBERS, JON & BREA  
25493 KANSAS AVE  
TONGANOXIE, KS 66086

PROPERTY ADDRESS:  
21502 219TH STREET  
TONGANOXIE, KS 66086  
PID NO. 145-21-0-00-00-007 & 012

RECORD DESCRIPTION:  
Lot 2, PUTTHOFF ACRES, and the Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on May 15, 2025, more fully described as follows: Beginning at the Southwest corner of said Lot 2; thence North 01 degrees 53'07" West for a distance of 330.07 feet along the West line of said Lot 2; thence North 88 degrees 01'12" East for a distance of 1329.56 feet along the North line of said Lot 2; thence North 01 degrees 50'51" West for a distance of 326.58 feet to the North line of said Southwest Quarter; thence North 88 degrees 11'01" East for a distance of 1330.26 along said North line to the Northeast corner of said Southwest Quarter; thence South 01 degrees 46'59" East 1316.90 feet along the East line of said Southwest Quarter; thence South 88 degrees 05'42" West for a distance of 1328.84 feet; thence North 01 degrees 50'32" West for a distance of 662.14 feet to the Southeast corner of said Lot 2; thence South 88 degrees 01'37" West for a distance of 1329.34 feet along the South line of said Lot 2 to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 50.3 acres, more or less including road right of ways.

RESTRICTIONS:  
1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.  
2) An Engineered Waste Disposal System may be required due to poor soil conditions.  
3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.  
4) All Lots only have Access to 219th Street through the Cross Access Easement.  
5) Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement.  
6) Leavenworth County shall bear no responsibility for any maintenance and upkeep of the the Cross Access Easement, drive, and drive appurtenances.  
7) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.  
8) Tracts A & B are considered non-buildable.

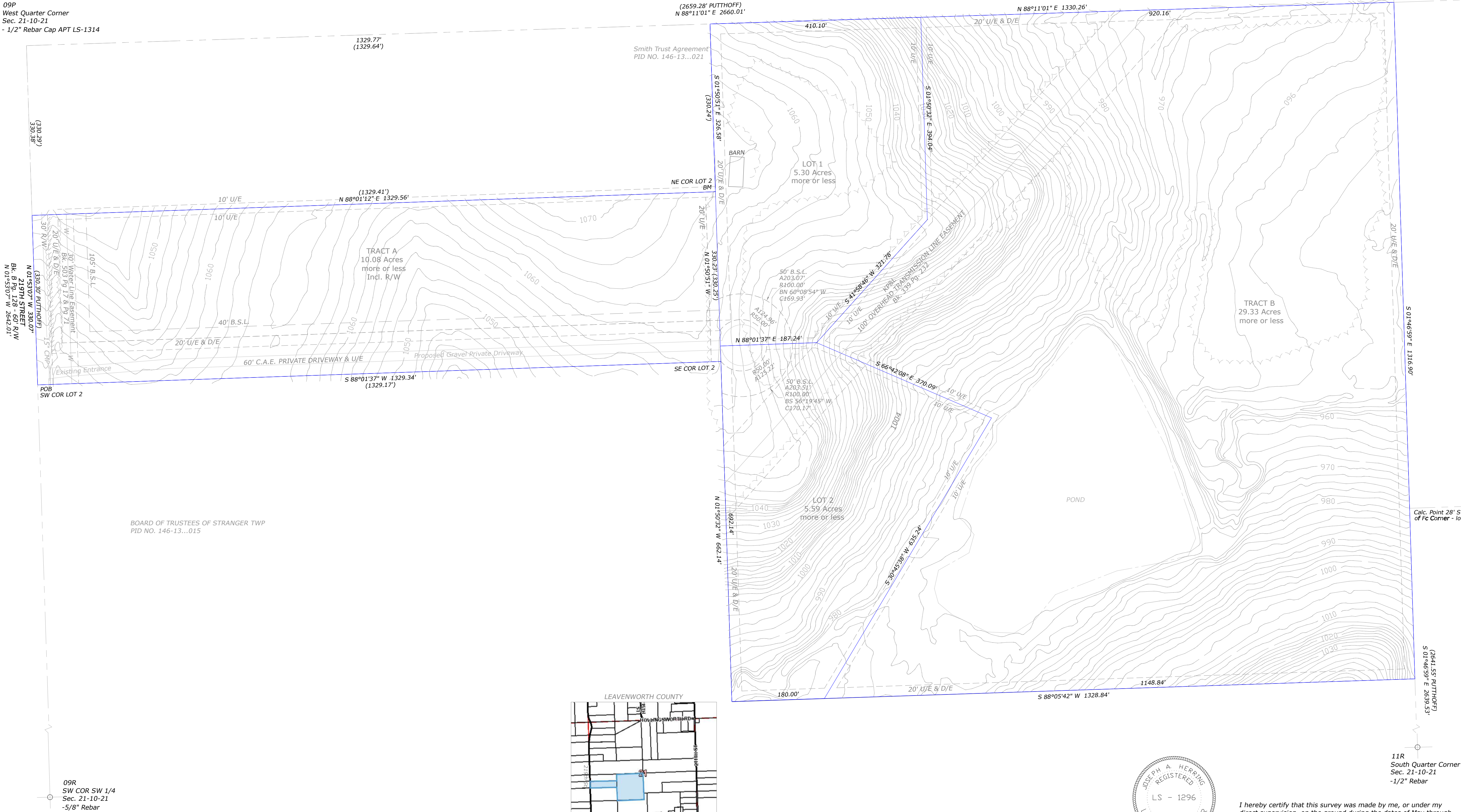
ZONING:  
RR 5 - Rural Residential 5

NOTES:  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - 1 : 1904464, 50.3 Acres, more or less, Incl. R/W  
5) Basis of Bearing - KS SPC North Zone 1501  
6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
Project Benchmark (BM) - 1/2" Rebar - NE Corner Lot 2 - 1064.5'  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Doc # 2025R03458  
12) Utility Companies -  
- Water - RWD 9  
- Electric - Freestate  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas  
13) Reference Continental Title Company File Number 24466048 dated July 16, 2025  
14) Property is not in a Special Flood Hazard Area per FEMA FIRM Map 2010C0225G dated July 16, 2015  
15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')  
16) Existing Structures, if any, shown in approximate location.  
17) Fence Lines do not necessarily denote the boundary line for the property.  
18) Reference Surveys:  
PUTTHOFF ACRES - Doc # 2021P00029  
JAH - J.A.Herring Survey Doc # 2018S044, 2024S012

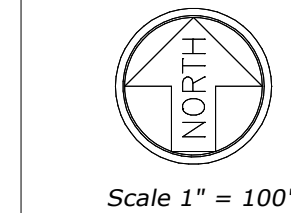
LEGEND:  
● - 1/2" Bar Set with Cap No.1296  
○ - 1/2" Bar Found, unless otherwise noted.  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement dedicated this plat  
C - Centerline  
S - Section Line  
BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
//// - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
DIRECTION OF WATER FLOW  
Power Pole  
Fence Line  
Overhead Power Lines  
Underground Telephone/Fiber Optic Line  
Gas Valve  
Water Meter/Valve  
Telephone Pedestal  
6" Water Line - location as per district  
Tree/Brush Line

09-04-25  
No Further  
Comments

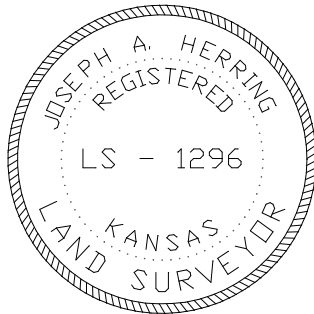
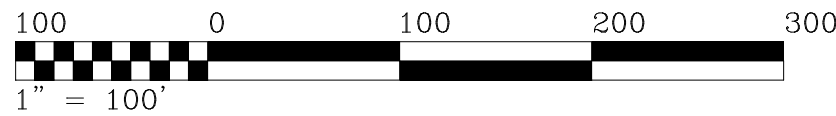
09P  
West Quarter Corner  
Sec. 21-10-21  
- 1/2" Rebar Cap APT LS-1314



BOARD OF TRUSTEES OF STRANGER TWP  
PID NO. 146-13...015



Job # K-25-1871  
July 16, 2025 Rev. Sept. 2, 2025  
J. Herring, Inc. (dba)  
HERRING SURVEYING & COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@teamcash.com



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of May through July 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296

11P  
NE 1/4 SE 1/4  
Sec. 21-10-21  
- 1/2" Rebar Cap 356 N. Side of  
Stone next to Hedge Post

Calc. Point 28' S  
of Fc Corner - lot

11R  
South Quarter Corner  
Sec. 21-10-21  
- 1/2" Rebar



# BIG TIMBER RANCH

A Cross Access Easement Subdivision in the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

### PREPARED FOR:

CHAMBERS, JON & BREA  
22323 TONGANOXIE DR  
TONGANOXIE, KS 66086

### PROPERTY ADDRESS:

21502 219TH STREET  
TONGANOXIE, KS 66086  
PID NO. 145-21-0-00-00-007 & 012

### RECORD SURVEYOR'S DESCRIPTION:

Lot 2, PUTTHOFF ACRES, and the Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on May 15, 2025, more fully described as follows: Beginning at the Southwest corner of said Lot 2; thence North 01 degrees 53'07" West for a distance of 330.07 feet along the West line of said Lot 2; thence North 88 degrees 01'12" East for a distance of 1329.56 feet along the North line of said Lot 2; thence North 01 degrees 50'51" West for a distance of 326.58 feet to the North line of said Southwest Quarter; thence North 88 degrees 11'01" East for a distance of 1330.26 along said North line to the Northeast corner of said Southwest Quarter; thence South 01 degrees 46'59" East for a distance of 1316.90 feet along the East line of said Southwest Quarter; thence South 88 degrees 05'42" West for a distance of 1328.84 feet; thence North 01 degrees 50'32" West for a distance of 662.14 feet to the Southeast corner of said Lot 2; thence South 88 degrees 01'37" West for a distance of 1329.34 feet along the South line of said Lot 2 to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 50.3 acres, more or less including road right of ways.

### RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) All Lots only have Access to 219th Street through the Cross Access Easement.
- 5) Lots are subject to the off-plat Home Owner's Association detailing the maintenance of the Cross Access Easement, Tract A and Tract B.
- 6) Leavenworth County shall bear no responsibility for any maintenance and upkeep of the the Cross Access Easement, drive, and drive appurtenances.
- 7) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 8) Tracts A & B are considered nonbuildable lots.

### RESTRICTIONS:

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: BIG TIMBER RANCH.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Tract A, Lot 1, and Lot 2 for the benefit of Lots 1 and 2. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # 2025R

### IN TESTIMONY WHEREOF,

We, the undersigned owners of BIG TIMBER RANCH, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Jon Chambers

Breah Chambers

### NOTARY CERTIFICATE:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Jon Chambers and Breah Chambers, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

### NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(seal)

### APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary  
John Jacobson

Chairman  
Jeff Spink

### COUNTY ENGINEER'S APPROVAL:

The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

### COUNTY COMMISSION APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman  
Mike Smith

County Clerk  
Attest: Fran Keppler

09-04-25  
No Further  
Comments

09P  
West Quarter Corner  
Sec. 21-10-21  
- 1/2" Rebar Cap APT LS-1314

(330.29)  
330.38'

W. Line Lot 2

30' R/W Doc. # 2021P00029

30' U/E & D/E

30' R/W Doc. # 2021P00029

30' U/E & D/E

30' R/W Doc. # 2021P00029

30' U/E & D/E

30' R/W Doc. # 2021P00029

30' U/E & D/E

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30' U/E & D/E

30' R/W Doc. # 2021P00029

30' U/E & D/E

30' R/W Doc. # 2021P00029

I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

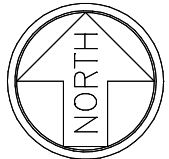
Daniel Baumchen, PS#1363  
County Surveyor

100 0 100 200 300  
1" = 100'

### REGISTER OF DEED CERTIFICATE:

Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

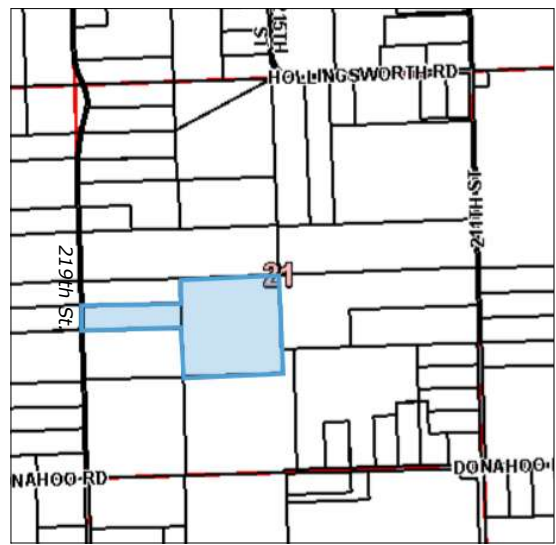
Register of Deeds - TerriLois G. Mashburn



Scale 1" = 100'

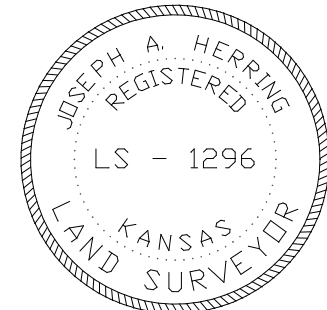
Job # K-25-1871

July 16, 2025 Rev. 9/2/25



VICINITY MAP  
NOT TO SCALE

PID # 145-21...009.02



I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the dates of May through July 2025 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



# BIG TIMBER RANCH

A Cross Access Easement Subdivision in the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

## FINAL PLAT

PREPARED FOR:

CHAMBERS, JON & BREA  
22323 TONGANOXIE DR  
TONGANOXIE, KS 66086

PROPERTY ADDRESS:

21502 219TH STREET  
TONGANOXIE, KS 66086  
PID NO. 145-21-0-00-00-007 & 012

RECORD SURVEYOR'S DESCRIPTION:

Lot 2, PUTTHOFF ACRES, and the Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on May 15, 2025, more fully described as follows: Beginning at the Southwest corner of said Lot 2; thence North 01 degrees 53'07" West for a distance of 330.07 feet along the West line of said Lot 2; thence North 88 degrees 01'12" East for a distance of 1329.56 feet along the North line of said Lot 2; thence North 01 degrees 50'51" West for a distance of 326.58 feet to the North line of said Southwest Quarter; thence North 88 degrees 11'01" East for a distance of 1330.26 along said North line to the Northeast corner of said Southwest Quarter; thence South 01 degrees 46'59" East for a distance of 1316.90 feet along the East line of said Southwest Quarter; thence South 88 degrees 05'42" West for a distance of 1328.84 feet; thence North 01 degrees 50'32" West for a distance of 662.14 feet to the Southeast corner of said Lot 2; thence South 88 degrees 01'37" West for a distance of 1329.34 feet along the South line of said Lot 2 to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 50.3 acres, more or less including road right of ways.

CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: BIG TIMBER RANCH.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

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IN TESTIMONY WHEREOF,

We, the undersigned owners of BIG TIMBER RANCH, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Jon Chambers

Breah Chambers

NOTARY CERTIFICATE:

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Jon Chambers and Breah Chambers, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(seal)

APPROVALS

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary

John Jacobson

Chairman

Jeff Spink

COUNTY ENGINEER'S APPROVAL:

The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

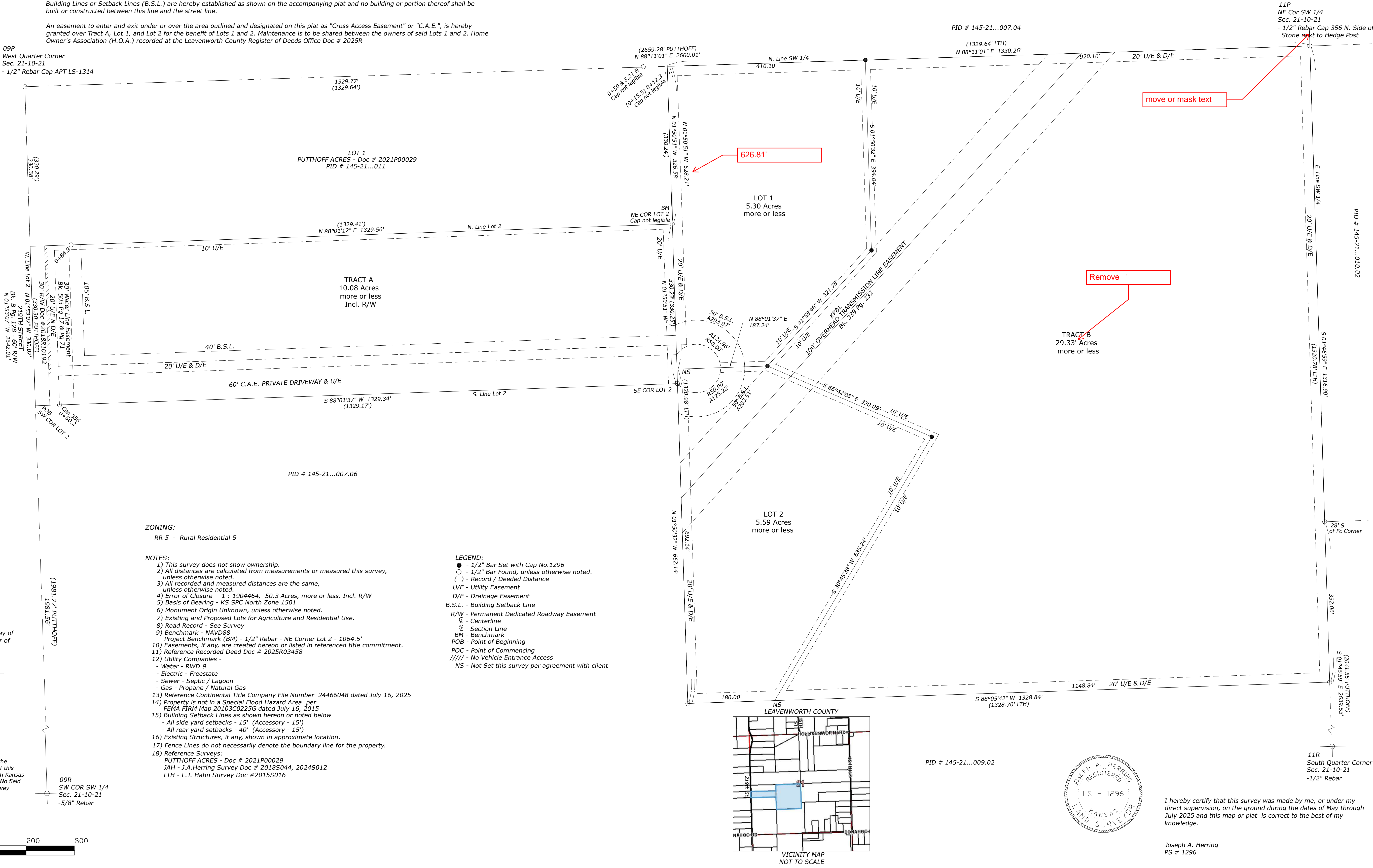
Chairman

Mike Smith

County Clerk

Attest: Fran Keppler

Provide LSRR





A Cross Access Easement Subdivision in the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PREPARED FOR:	PROPERTY ADDRESS:
CHAMBERS, JON & BREA	21502 219TH STREET
25493 KANSAS AVE	TONGANOXIE, KS 66086
TONGANOXIE, KS 66086	PID NO. 145-21-0-00-00-007 & 012

RECORD SURVEYOR'S DESCRIPTION:  
LOT 2, PUTTHOFF ACRES, and the Northeast Quarter of the Southwest Quarter of Section 21, Township 10 South, Range 21 East of the 6th P.M., 6th Meridian, containing 50.3 acres, more or less, as shown by Joseph A. Herring 55-1296, on May 15, 2025, more fully described as follows: Beginning at the Southwest corner of said Lot 2; thence North 01 degrees 53'07" West for a distance of 330.07 feet along the West line of said Lot 2; thence North 88 degrees 01'12" East for a distance of 1329.56 feet along the North line of said Lot 2; thence North 01 degrees 50'51" West for a distance of 326.58 feet to the North line of the Southwest Quarter; thence North 88 degrees 11'01" East for a distance of 1330.26 feet along said North line to the Northeast corner of said Southwest Quarter; thence South 01 degrees 46'59" East for a distance of 1316.90 feet along the East line of said Southwest Quarter; thence South 88 degrees 05'42" West for a distance of 326.84 feet to the North line of said Southwest Quarter; thence North 88 degrees 01'37" West for a distance of 1329.34 feet along the South line of said Lot 2 to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 50.3 acres, more or less including road right of way.

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
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- 7) Structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 8) All Tracts A & B are considered nonbuildable lots.

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: BIG TIMBER RANCH.

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the free flow of water through the drainage facility. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

*Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.*

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Tract A, Lot 1, and Lot 2 for the benefit of Lots 1 and 2. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # 2025R

IN TESTIMONY WHEREOF,  
We, the undersigned owners of BIG TIMBER RANCH, have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Jon Chambers      Breah Chambers

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_ 2025, before me, a notary public in and for said County and State came Jon Chambers and Breah Chambers, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

My Commission Expires: \_\_\_\_\_ (seal)

We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary  
John Jacobson

**Chairman**  
**Jeff Spink**

COUNTY ENGINEER'S APPROVAL:  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of BIG TIMBER RANCH this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman  
Mike Smith

County Clerk  
Attest: Fran Keppler



## Schweitzer, Joshua

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Tuesday, July 22, 2025 7:04 AM  
**To:** PZ  
**Subject:** Fw: SERVICE VERIFICATION - Parcel - R19083 BIG TIMBER FREESTATE

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Shauna Snyder  
**Sent:** Monday, May 5, 2025 2:01 PM  
**To:** PZ  
**Cc:** Joe Herring  
**Subject:** SERVICE VERIFICATION - Parcel - R19083  
FreeState Electrical Cooperative will provide power to **TWO** new homes being built just north of 21474 219<sup>th</sup> St (Big Timber Ranch), parcel R19083, for Jon Chambers.  
Thank you,

**Shauna Snyder**  
Work Order Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

## Schweitzer, Joshua

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Tuesday, July 22, 2025 7:04 AM  
**To:** PZ  
**Subject:** Fw: Big Timber Ranch - Jon Chambers - FIRE LETTER

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Timothy Smith  
**Sent:** Thursday, May 8, 2025 8:32 AM  
**To:** Joe Herring  
**Subject:** Re: Big Timber Ranch - Jon Chambers  
Joe,

Tonganoxie Township has no issues with this project.

On Sun, May 4, 2025 at 10:09 AM Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)> wrote:

Please see the attached sketch. County is requiring that these 2 tracts will become a Cross Access Easement Plat for 2 buildable Lots.

Both building will be on the Eastern tract (B) with over ¼ mile driveway to these sites off of 219<sup>th</sup> Street.

Land is just north of 21474 219<sup>th</sup> Street.

Can you please send the standard service letters supporting the 2 houses.

Water 9 - please note where the meters will be required to be place.

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!





## RURAL WATER DISTRICT 9

P.O. Box 295  
Tonganoxie, Kansas 66086  
(913) 845-3571  
LVRWD9.COM

I am responding to a request that LVRWD #9 received via email from Joe Herring a surveyor, requesting a letter stating that LVRWD9 can provide water to 0000 219<sup>th</sup> Tonganoxie, KS. This land is going to be split into a Tract A which is R308896 and Parcel ID 1452100000012000 and a Tract B which is R19083 and Parcel ID 1452100000007000. The land will have an access road coming from 219<sup>th</sup> St on Tract A and going east to the back property Tract B. Two houses will be built on Tract B.

LVRWD9 can provide water to the property stated above. The two separate meters will be placed within 20' of 219<sup>th</sup> east on the property. One meter will be placed on the north side of the drive to serve the most north house on Tract B and one meter will be placed on the south side of the drive to serve the most south house on Tract B. It will be the homeowner's responsibility to run the customer service line from the meter to the houses. Only the mainline on 219<sup>th</sup> and the service line to the two meters is the responsibility of LVRWD #9. Anything going east from the meter to the houses is the homeowner's responsibility.

If you have any questions or concerns, please do not hesitate to contact us at (913) 845-3571 or by email at [lvrawd9@gmail.com](mailto:lvrawd9@gmail.com).

Thank you and have a great day.

Thanks,

District Manager,  
Karen Armstrong

## Schweitzer, Joshua

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**From:** Dedেকে, Andrew <adedeke@lvsheriff.org>  
**Sent:** Thursday, July 24, 2025 10:56 AM  
**To:** Schweitzer, Joshua  
**Subject:** RE: DEV-25-079/080 Preliminary & Final Plat Big Timber Ranch - Herring

We do not foresee any problems.

---

**From:** Schweitzer, Joshua  
**Sent:** Thursday, July 24, 2025 10:44 AM  
**To:** Magaha, Chuck ; Dedেকে, Andrew  
**Subject:** FW: DEV-25-079/080 Preliminary & Final Plat Big Timber Ranch - Herring

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Gentlemen,

Please see below for case details.

v / r

Joshua J. Schweitzer  
Development Planner  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth County, Kansas 66048  
(913) 684-0465

---

**From:** Schweitzer, Joshua <[JSchweitzer@leavenworthcounty.gov](mailto:JSchweitzer@leavenworthcounty.gov)>  
**Sent:** Thursday, July 24, 2025 9:40 AM  
**To:** Magaha, Chuck; Dedেকে, Andrew; Miller, Jamie <[JMiller@leavenworthcounty.gov](mailto:JMiller@leavenworthcounty.gov)>; Noll, Bill <[BNoll@leavenworthcounty.gov](mailto:BNoll@leavenworthcounty.gov)>; McAfee, Joe <[JMcAfee@leavenworthcounty.gov](mailto:JMcAfee@leavenworthcounty.gov)>; 'Mitch Pleak' <[mpleak@olsson.com](mailto:mpleak@olsson.com)>; Baumchen, Daniel <[DBaumchen@leavenworthcounty.gov](mailto:DBaumchen@leavenworthcounty.gov)>; Brown, Misty <[MBrown@leavenworthcounty.gov](mailto:MBrown@leavenworthcounty.gov)>; Khalil, Jon <[jkhilil@leavenworthcounty.gov](mailto:jkhilil@leavenworthcounty.gov)>; San, Soma <[ssan@leavenworthcounty.gov](mailto:ssan@leavenworthcounty.gov)>  
**Cc:** PZ <[PZ@leavenworthcounty.gov](mailto:PZ@leavenworthcounty.gov)>  
**Subject:** DEV-25-079/080 Preliminary & Final Plat Big Timber Ranch - Herring

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Cross Access Easement for a 3-lot subdivision located at 145-21-0-00-00-007 and 145-21-0-00-00-012.

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 August 7th.

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)



## Schweitzer, Joshua

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**From:** Anderson, Kyle  
**Sent:** Thursday, July 24, 2025 9:54 AM  
**To:** Schweitzer, Joshua  
**Subject:** RE: DEV-25-079/080 Preliminary & Final Plat Big Timber Ranch - Herring

We have not received any complaints on this property, and we are not aware of any septic systems currently installed on it.

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:** Schweitzer, Joshua  
**Sent:** Thursday, July 24, 2025 9:40 AM  
**To:** Magaha, Chuck; Dedeker, Andrew; Miller, Jamie ; Noll, Bill ; McAfee, Joe ; 'Mitch Pleak' ; Baumchen, Daniel ; Brown, Misty ; Khalil, Jon ; San, Soma  
**Cc:** PZ  
**Subject:** DEV-25-079/080 Preliminary & Final Plat Big Timber Ranch - Herring

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Cross Access Easement for a 3-lot subdivision located at 145-21-0-00-00-007 and 145-21-0-00-00-012.

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 August 7th.

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)

v / r

Joshua J. Schweitzer  
Development Planner  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth County, Kansas 66048  
(913) 684-0465

# Leavenworth County Request for Board Action

**Date:** August 28, 2025

**To:** Board of County Commissioners

**From:** Tammy Saldivar, Leavenworth County Solid Waste

**Department Head Approval:** TS

**Additional Reviews as needed:**

**Budget Review** ☐ **Administrator Review** ☒ **Legal Review** ☐

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**Action Requested:** Approval to accept a 5-year lease agreement from VLP Equipment Share for a Case SV280B replacing a 2016 JCB Skid Steer with an annual lease payment of \$8,873.25. The JCB is not on a current lease program it was purchased in 2016 for \$46,648.91.

**Recommendation:** Approve to accept the 5-year lease from VLP.

**Analysis:** This is a replacement for our current JCB Skid Steer Unit 363 which has depreciated out and is at its end of life where it is going to cost more to fix than to replace. This is the lowest qualified bid under the Leavenworth County Purchasing Policy.

**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:** \$44,366.25 for the life of the lease.

**Additional Attachments:** Bid Documents.



**COUNTY OF LEAVENWORTH**  
**One (1) Skid Steer Loader for the Transfer Station**  
 Bid opened on 08.28.2025



Item Description	Quantity	VLP- Equipment Share Kansas City, MO		Foley Equipment Olathe, KS	
		Bid Price	Model	Bid Price	Model
Delivered Price	1	\$59,232.00	<b>CASE SV280B</b>	\$71,500.00	<b>CAT 25005XC</b>
5yr- 5000 hrs					
Annual Financing					
1		\$8,873.25		\$13,423.76	
2		\$8,873.25		\$13,423.76	
3		\$8,873.25		\$13,423.76	
4		\$8,873.25		\$13,423.76	
5		\$8,873.25		\$13,423.76	
Leavenworth County Contractor (local preference, percentage difference from lowest bid)					

### BID FORM

(1) New or current Model Skid-Steer Loader (as specified)  
No bucket or attachments.  
Machine + warranty only

Delivered Price for (1) Skid-  
Steer Loader

\$ 59,232

5 Year lease payments including extended warranty

Annual Payments (1)

\$ 8873.25

Annual Payments (2)

\$ 8873.25

Annual Payments (3)

\$ 8873.25

Annual Payments (4)

\$ 8873.25

Annual Payments (5)

\$ 8873.25

\*Time of delivery must be specified.

\*Vehicle will be a Turn-Key delivered to the Transfer Station

\*All warranties on equipment, will be handled by the equipment dealer

Skid-Steer is to be delivered within 60 days after awarded contract.

Sealed bids must be received by:

Thursday, August 28, 2025 at 10:30 a.m.

Please submit all sealed bids to:

Leavenworth County Clerk

300 Walnut, Suite 106

Leavenworth, KS 66048

Your Company Name: VLP/EQUIPMENTSHARE

Address: 4100 GARDNER AVE KANSAS CITY MO 64120

Name (Printed): EARL WHEELER

Date: AUG 27, 2025

Delivery of Skid-Steer Loader: SEPT 3, 2025

Email Address: EARL.WHEELER@EQUIPMENTSHARE.COM

LEAVENWORTH COUNTY SOLID WASTE DEPT.

BID FORM

5 year 5000 hour Governmental walk away lease  
FOR (1) ONE NEW SKID -STEER LOADER  
New or current Model Skid-Steer Loader

Specification for Skid-Steer Loader for Leavenworth County Solid Waste Dept.

General

Skid- Steer Loader shall have a lifting capacity of 2,000 lbs or equivalent,

Safety And Security

Unit to be equipped with the following: Enclosed cab with side screens. A seat belt or seat bar.  
ROPS/FOPS protective structure. Cab Accessory harness. Sound Reduction Cab. Parking brake.  
Back up alarm. rear camera

	<u>Meets Specs (Y/N)</u>	<u>Comments</u>
<b><u>Engine:</u></b>		
Minimum of 74 HP TurboCharge IV Diesel	<u>Yes</u>	<u></u>
Engine Block Heater	<u>Yes</u>	<u></u>
Engine/Hydraulic System Shutdown	<u>Yes</u>	<u></u>
<b><u>Hydraulics:</u></b>		
Lifting Capacity of 2,000 lbs or equivalent	<u>Yes</u>	<u></u>
Advanced Hydraulic Controls	<u>Yes</u>	<u></u>
Auxiliary Hydraulics - Variable Flow	<u>Yes</u>	<u></u>
Hydraulic Bucket Positioning	<u>Yes</u>	<u></u>
High Flow Hydraulics	<u>No</u>	<u>STANDARD FLOW</u>
Hydraulic Quick Attach for Bucket	<u>Yes</u>	<u></u>
Electrical Attachment/Hydraulic Control Kit	<u>Yes</u>	<u></u>
<b><u>Operators Cab:</u></b>		
To include the following: Adjustable Suspension Cushion Seat, Full Cab Enclosure with Heat and AC, Seat Bar, ROPS/FOPS Protective Structure, Cab Accessory Harness, Sound Reduction Cab, AM/FM Radio, Parking Brake	<u>Yes</u>	<u></u>
<b><u>Lights:</u></b>		
Front & Rear Work Lights with tail lights	<u>Yes</u>	<u></u>
LED Strobe Lights	<u>Yes</u>	<u></u>



Backup Alarm

Yes

**Tires:**

**Heavy Duty Front:**

Foam filled

Yes

**Heavy Duty Rear:**

Foam filled

Yes

**Warranty / Optional Warranty:**

5 year, 5,000 hour extended warranty for life of lease  
including travel time to and from Transfer Station.

Warranty shall start when machine is delivered and ready to use.

**Notice To Bidder:**

Delivery date shall be stated at time of bid submittal.

Any questions call Tammy Saldivar 913-727-2858 between the hours of  
7:30 am to 4:00 pm Tuesday thru Friday.

Leavenworth County reserves the right to reject any and all bids and to waive any  
non-conformity in any submitted bid and to remove any trade equipment from the bid.

Equipment supplier must return completed specifications along with the bid form by the  
published date.

If additional information outside of the specifications needs to be included, please provide  
that information in the section below.

**Additional Comments:**

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"Buyer(s)": ( Legal Name(s) and Address)  
COUNTY OF LEAVENWORTH  
KS

"Seller": (Dealer's Legal Name and Address)  
INNOVATIVE EQUIPMENT SERVICES 2 LLC  
4100 GARDNER AVENUE  
KANSAS CITY, MO 64120  
Phone: (816) 241 9290

## EQUIPMENT AND TRADE-IN DETAILS

N/U	"EQUIPMENT" (Make and Type)	MODEL	IDENTIFICATION NO. (PIN)	HOURS
N	Case Skid Steer	SV280B		0

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	IDENTIFICATION NO. (PIN)	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)

CONTRACT / LEASE QUOTE DETAILS	Option 1	Option 2	Option 3	Option 4
Quote Type	Lease-Op			
Solve For	Payment			
Sales Program	989 - 0001 Municipa...			
Term in Months	60			
APR% / Chart#	125			
Frequency	Annual			
Payment Structure	Eq1 Even			
Skip Months				
Split Rates	N			
Effective Date	08/26/2025			
Interest/Lease Start Date	08/26/2025			
First Payment Date	08/26/2026			
Sale / Lease Price	\$59,232.00			
Cash Down Payment	\$0.00			
Net Trade-In	\$0.00			
Manufacturer Rebate	\$0.00			
Sales Tax	\$0.00			
PDI Insurance	\$0.00			
CLI Insurance	\$0.00			
Disability Insurance				
PPP	\$0.00			
Admin Fee	\$363.00			
Other Charges	\$0.00			
Official/Filing Fee	\$37.00			
Amount Financed / Lease Price	\$59,632.00			
Purchase Option	\$29,617.66			
# Advance Payments	1			
Irregular Advance	\$0.00			
Annual Hourly Usage	1000			
Excess Usage Rate/Hr	\$30.00			
Security Deposit	N/A			
Estimated Payment *	\$8,873.25			
Total Cost To Own	N/A			

\* Plus applicable taxes.

## Payment Schedule

Date : Aug 27, 2025

Prepared By : Jonathan Donnelly

Dealer / Quote #: 064659/512669

"Buyer(s)": ( Legal Name(s) and Address)  
COUNTY OF LEAVENWORTH  
KS

"Seller": (Dealer's Legal Name and Address)  
INNOVATIVE EQUIPMENT SERVICES 2 LLC  
4100 GARDNER AVENUE  
KANSAS CITY, MO 64120  
Phone: (816) 241 9290

## EQUIPMENT AND TRADE-IN DETAILS

N/U	"EQUIPMENT" (Make and Type)	MODEL	IDENTIFICATION NO. (PIN)	HOURS
N	Case Skid Steer	SV280B		0

MAKE	"TRADE-IN EQUIPMENT" TYPE	MODEL	IDENTIFICATION NO. (PIN)	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)

## CONTRACT/LEASE DETAILS

Quote Type Lease-Op Term 60 APR/Chart 125 Payment Freq. Annual  
Effective Date 08-26-2025 Interest/Lease Start Date 08-26-2025 Maturity Date 08-26-2030 Amt Fin./LSP \$59,632.00

## PAYMENT SCHEDULE : OPTION 1 (Plus applicable taxes.)

Payment #	DATE	Payment	Payment #	DATE	Payment	Payment #	DATE	Payment
1	08/26/2025	\$8,873.25	31	02/26/2028	\$0.00	61	08/26/2030	\$29,617.66
2	09/26/2025	\$0.00	32	03/26/2028	\$0.00	62		
3	10/26/2025	\$0.00	33	04/26/2028	\$0.00	63		
4	11/26/2025	\$0.00	34	05/26/2028	\$0.00	64		
5	12/26/2025	\$0.00	35	06/26/2028	\$0.00	65		
6	01/26/2026	\$0.00	36	07/26/2028	\$0.00	66		
7	02/26/2026	\$0.00	37	08/26/2028	\$8,873.25	67		
8	03/26/2026	\$0.00	38	09/26/2028	\$0.00	68		
9	04/26/2026	\$0.00	39	10/26/2028	\$0.00	69		
10	05/26/2026	\$0.00	40	11/26/2028	\$0.00	70		
11	06/26/2026	\$0.00	41	12/26/2028	\$0.00	71		
12	07/26/2026	\$0.00	42	01/26/2029	\$0.00	72		
13	08/26/2026	\$8,873.25	43	02/26/2029	\$0.00	73		
14	09/26/2026	\$0.00	44	03/26/2029	\$0.00	74		
15	10/26/2026	\$0.00	45	04/26/2029	\$0.00	75		
16	11/26/2026	\$0.00	46	05/26/2029	\$0.00	76		
17	12/26/2026	\$0.00	47	06/26/2029	\$0.00	77		
18	01/26/2027	\$0.00	48	07/26/2029	\$0.00	78		
19	02/26/2027	\$0.00	49	08/26/2029	\$8,873.28	79		
20	03/26/2027	\$0.00	50	09/26/2029	\$0.00	80		
21	04/26/2027	\$0.00	51	10/26/2029	\$0.00	81		
22	05/26/2027	\$0.00	52	11/26/2029	\$0.00	82		
23	06/26/2027	\$0.00	53	12/26/2029	\$0.00	83		
24	07/26/2027	\$0.00	54	01/26/2030	\$0.00	84		
25	08/26/2027	\$8,873.25	55	02/26/2030	\$0.00	85		
26	09/26/2027	\$0.00	56	03/26/2030	\$0.00	86		
27	10/26/2027	\$0.00	57	04/26/2030	\$0.00	87		
28	11/26/2027	\$0.00	58	05/26/2030	\$0.00	88		
29	12/26/2027	\$0.00	59	06/26/2030	\$0.00	89		
30	01/26/2028	\$0.00	60	07/26/2030	\$0.00	90		



**BID FORM**

(1) New or current Model Skid-Steer Loader (as specified)  
No bucket or attachments.  
Machine + warranty only

Delivered Price for (1) Skid-  
Steer Loader

\$ 71,500.00

5 Year lease payments including extended warranty

Annual Payments (1) \$ 13,423.76

Annual Payments (2) \$ 13,423.76

Annual Payments (3) \$ 13,423.76

Annual Payments (4) \$ 13,423.76

Annual Payments (5) \$ 13,423.76

\*Time of delivery must be specified.

\*Vehicle will be a Turn-Key delivered to the Transfer Station

\*All warranties on equipment, will be handled by the equipment dealer

Skid-Steer is to be delivered within 60 days after awarded contract.

Sealed bids must be received by: Thursday, August 28, 2025 at 10:30 a.m.

Please submit all sealed bids to:

Leavenworth County Clerk

300 Walnut, Suite 106

Leavenworth, KS 66048

Your Company Name: Foley Equipment

Address: 19868 W 157<sup>th</sup> St Olathe, KS

Name (Printed): Matt Schuster

Date: 8/28/2025

Delivery of Skid-Steer Loader: 9/12/25

Email Address: mschuster@foleyeq.com

LEAVENWORTH COUNTY SOLID WASTE DEPT.

BID FORM

5 year 5000 hour Governmental walk away lease  
FOR (1) ONE NEW SKID -STEER LOADER  
New or current Model Skid-Steer Loader

Specification for Skid-Steer Loader for Leavenworth County Solid Waste Dept.

General

Skid- Steer Loader shall have a lifting capacity of 2,000 lbs or equivalent,

Safety And Security

Unit to be equipped with the following: Enclosed cab with side screens. A seat belt or seat bar.  
ROPS/FOPS protective structure. Cab Accessory harness. Sound Reduction Cab. Parking brake.  
Back up alarm. rear camera

	Meets Specs (Y/N)	Comments
<b>Engine:</b>		
Minimum of 74 HP TurboCharge IV Diesel	Yes	
Engine Block Heater	Yes	
Engine/Hydraulic System Shutdown	Yes	
<b>Hydraulics:</b>		
Lifting Capacity of 2,000 lbs or equivalent	Yes	2600lbs
Advanced Hydraulic Controls	Yes	
Auxiliary Hydraulics - Variable Flow	Yes	
Hydraulic Bucket Positioning	Yes	
High Flow Hydraulics	Yes	High flow & High Pressure
Hydraulic Quick Attach for Bucket	Yes	
Electrical Attachment/Hydraulic Control Kit	Yes	
<b>Operators Cab:</b>		
To include the following: Adjustable Suspension Cushion Seat, Full Cab Enclosure with Heat and AC, Seat Bar, ROPS/FOPS Protective Structure, Cab Accessory Harness, Sound Reduction Cab, AM/FM Radio, Parking Brake	Yes	
<b>Lights:</b>		
Front & Rear Work Lights with tail lights	Yes	2 Side work lights
LED Strobe Lights	Yes	

Backup Alarm

yes

\_\_\_\_\_

**Tires:**

**Heavy Duty Front:**

Foam filled

yes

\_\_\_\_\_

**Heavy Duty Rear:**

Foam filled

yes

\_\_\_\_\_

**Warranty / Optional Warranty:**

5 year, 5,000 hour extended warranty for life of lease  
including travel time to and from Transfer Station.

Warranty shall start when machine is delivered and ready to use.

**Notice To Bidder:**

Delivery date shall be stated at time of bid submittal.

Any questions call Tammy Saidivar 913-727-2858 between the hours of  
7:30 am to 4:00 pm Tuesday thru Friday.

Leavenworth County reserves the right to reject any and all bids and to waive any  
non-conformity in any submitted bid and to remove any trade equipment from the bid.

Equipment supplier must return completed specifications along with the bid form by the  
published date.

If additional information outside of the specifications needs to be included, please provide  
that information in the section below.

**Additional Comments:**

Heavy Duty Door included

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





Quote 225525-01

Aug 28, 2025

LEAVENWORTH COUNTY ROAD & BRIDGE  
23690 187TH  
LEAVENWORTH  
Kansas  
66048

Attention: FRANK GEORGE

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 25005XC Skid Steer Loaders

**STOCK NUMBER:** YGN2222

**SERIAL NUMBER:** 05L601671

**YEAR:** 2025

**SMU:** 3.70

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Matt Schuster

Regional Sales Representative

## **Caterpillar Model: 25005XC Skid Steer Loaders**

### **STANDARD EQUIPMENT**

**POWERTRAIN**, Cat C2.8T turbocharged diesel engine, -Gross horsepower per ISO 14396, 74 hp (55 kW), -Glow plugs starting aid, -Liquid cooled, direct injection, Air cleaner, dual element, radial seal, S-O-S sampling valve, hydraulic oil, Ecology drain - coolant, Filter, hydraulic supply, cartridge type, Filter, hydraulic return, cartridge type, Filter, canister type, engine oil, Filter, canister type, fuel, and water separator, Radiator / hydraulic oil, cooler (side-by-side), Spring applied, hydraulically released,, parking brakes, Hydrostatic transmission, Four wheel chain drive, Lockable fuel cap, Auto engine idle,

**HYDRAULICS**, Selectable control pattern - ISO or H, Electro/hydraulic implement control, Electro/hydraulic hydrostatic, transmission control, Heavy duty flat faced quick disconnects, with integrated pressure release lever

**ELECTRICAL**, Work Tool Electrical Harness, Heavy duty battery, -includes battery disconnect with, lockout feature, 12 volt electrical system, 85 ampere alternator, LED work lights, Auto reverse lights, Switch backlighting, Interior LED dome light, Backup alarm, Electrical outlet, beacon, Courtesy lighting, exterior,

**OPERATOR ENVIRONMENT**, Operator warning system indicators:, -Air filter restriction, -Alternator output, -Armrest raised / operator out of seat, -Engine coolant temperature, -Engine oil pressure, -Glow plug activation, -Hydraulic supply filter restriction, -Hydraulic oil temperature, -Park brake engages, -Engine emission system, (where applicable), Control interlock system, when operator, leaves seat or armrest raised:, -Hydraulic system disables, -Hydrostatic transmission disables, -Parking brake engages, ROPS cab, tilt up, FOPS, Level I, Color LCD monitor:, -Creep speed control, -Drive response adjustment, -Implement response adjustment, -Drive Power Priority adjustment, -Language selection (x32), -Date, Time, Units, and brightness, settings, -Multi-operator Anti-theft Security, System & Monitoring, -Maintenance schedule and reminders, -Event and Diagnostic Code monitoring, -Smart Technology, enables use of, Smart Attachments, Gauges: fuel level, hour meter,, hydraulic temperature, battery, voltage, tachometer., Rear View Camera, Cell Phone Storage Pocket, Cup Holder, Ergonomic contoured armrest, Independently adjustable, seat, mounted joystick controls., Top and rear windows, Floor mat, Headliner, Interior rear view mirror, Horn, Hand (dial) throttle, electronic, 12 volt power port, Rear window breaker hammer

**FRAMES**, Lift linkage, vertical path, Chassis, one piece welded, Machine tie down points (9), Removable panels for machine, frame cleanout, Support, lift arm, Steel rear and front bumpers, welded, Fuel fill, machine right hand side

**OTHER STANDARD EQUIPMENT**, Steel engine door with replaceable, louvers, Engine door - lockable, Extended life antifreeze (-37C, -34F), Work tool attachment coupler, Hydraulic oil level sight gauge, Radiator coolant level sight gauge, Radiator expansion bottle, Cat ToughGuard TM hose, Hydraulic demand cooling fan

## MACHINE SPECIFICATIONS

Description	Reference No
250 05A SKID STEER LOADER	624-0668
2025 MODEL	
CAB PACKAGE, ULTRA	653-9057
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311
POWERTRAIN, 2-SPEED	585-9525
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588
HYDRAULICS, PERFORMANCE, (HP3)	585-9684
COMFORT PKG, ENCLOSED CAB,HVAC	585-9836
QC, HYD DUAL SELF-LEVEL	586-0032
PACKAGE, TECHNOLOGY (T5)	601-6604
FAN, COOLING, DEMAND	639-9499
HOSE GUIDE, ATTACHMENT	640-5405
GUARDING / SEALING PKG, (HD1)	586-0052
AXLES, STANDARD	528-0197
RIDE CONTROL, NONE	592-6354
FUEL, ELECTRIC PRIMING	590-1211
REAR LIGHTS	579-2312
DOOR, CAB, POLYCARBONATE	593-7244
INTEGRATED RADIO	651-8586
SEAT BELT, 2"	613-1924
PRODUCT LINK, CELLULAR PLE643	579-2324
TIRES, 10/16.5 CAT 8PR	594-1395
CERTIFICATION ARR, P65	643-7211
INSTRUCTIONS, ANSI, USA	585-9542
SERIALIZED TECHNICAL MEDIA KIT	421-8926
HEATER, ENGINE COOLANT, 120V	594-2212
COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676
COUNTERWEIGHT, FRONT, INTERNAL	586-0152
SHIPPING/STORAGE PROTECTION	643-1300
PACKING, ROLL ON - ROLL OFF	0P-0226
250 CPM	657-6165
KIT, WARNING LIGHTS	612-6870
KIT, FOPS, LEVEL 2	650-7628



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SELL PRICE	\$71,500.00
EXT WARRANTY	Included
<b>NET BALANCE DUE</b>	<b>\$71,500.00</b>
<b>PLUS APPLICABLE TAXES CALCULATED AT DELIVERY</b>	<b>\$71,500.00</b>

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**WARRANTY**

Standard Warranty: 24 Month 2000 Hour Premier  
 Extended Warranty: 5 year 50000 hour Premier Warranty with Travel

**F.O.B./TERMS**

Wichita, KS

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
 Signature

**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: LEAVENWORTH COUNTY ROAD &  
BRIDGE

Address 300 WALNUT ST

City Leavenworth

State KS

Good if:

Acknowledged by Sep-26-2025

Funded by Sep-26-2025

**DEALER**

FOLEY EQUIPMENT COMPANY E130

Sales person Schuster E130, Matt

Dealer contact Terrell Davis E130

Telephone \_\_\_\_\_

Quote number 4926861

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

Quote Date 27-Aug-25

Quote Time 08:53:18 AM

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease

Quoted By Terrell Davis E130

Number of Payments 6 Annual

Report Created By Terrell Davis E130

Payments in Advance

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	250-05	1000	1	71,500.00	72,000.00	See Amort. Schedule	15,040.00	5.4900%

Special Conditions:  
250-05

Serial Number - 5L601671, Model Year - 2025, Standard Environment;  
Major Attachments-Air Conditioning, Cab, Tires; Blades/Buckets/Rippers-High Flow Hydraulics;  
Manual Configuration and Work Tools:

Payment Structure – Asset  
5 Annual payment(s) 13,423.76  
1 Stub payment(s) 15,040.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	250-05	1,066.37	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

**Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
2120 West End Avenue, Nashville, TN 37203  
(615)-341-1000

**EXHIBIT 2**  
**Concluding Payment Schedule to**  
**Government Agreement**

Quote Number..... 4926861

Dated \_\_\_\_\_, 20\_\_

between  
**Caterpillar Financial Services Corporation**  
 and  
**LEAVENWORTH COUNTY ROAD & BRIDGE**

Description of Unit: 1 CATERPILLAR 250-05 serial # 5L601671

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	72,000.00	13,423.76	0.00	0.00	5.49	58,576.24
<b>total</b>		13,423.76	0.00	0.00		
2	58,576.24	13,423.76	0.00	3,215.84	5.49	48,368.32
<b>total</b>		13,423.76	0.00	3,215.84		
3	48,368.32	13,423.76	0.00	2,655.42	5.49	37,599.98
<b>total</b>		13,423.76	0.00	2,655.42		
4	37,599.98	13,423.76	0.00	2,064.24	5.49	26,240.46
<b>total</b>		13,423.76	0.00	2,064.24		
5	26,240.46	13,423.76	0.00	1,440.58	5.49	14,257.28
<b>total</b>		13,423.76	15,040.00	1,440.58		
6	14,257.28	0.00	15,040.00	782.72	5.49	0.00
<b>total</b>		0.00	15,040.00	782.72		
<b>total</b>		67,118.80	15,040.00	10,158.80		

(\*)Does not include any rent payment or other amount then due.

Initialed: \_\_\_\_\_  
 (Lessee)



# Leavenworth County Request for Board Action

**Date:** September 24, 2025

**To:** Board of County Commissioners

**From:** Bob Weber, County Appraiser

**Department Head Approval:** RJW

**Additional Reviews as needed:**

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

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**Action Requested:** Approval of Board Order 2025-12 granting disaster relief tax abatement for tax ID's 1-31803, 1-29683, and 1-29089 which were substantially destroyed by fire in 2025.

**Recommendation:** County Appraiser recommends approval of a Board Order to abate assessed value for the 2025 tax year for the following property.

**Destroyed by fire 2025**

<b>Tax ID</b>	<b>Abatement</b>	
1-31803	\$51,592	Destroyed 01/24/2025
1-29683	\$8,785	Destroyed 02/27/2025
1-29089	\$34,029	Destroyed 07/05/2025

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

**Alternatives:**

**Budgetary Impact:**

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

**Total Amount Requested:**

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

## **BOARD ORDER 2025-12**

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

**ON THIS 24th DAY OF SEPTEMBER, 2025**, this board, sitting in regular session, considered the applications of the owners of certain homesteads or building or improvement located in the county of Leavenworth for the abatement or credit of property taxes on those homesteads or building or improvement due to the damage to the homesteads by earthquake, fire, flood, storm or tornado. The board, upon having considered the applications and made inquiry as to whether the properties listed in Exhibit "A", attached hereto and fully incorporated into this Order meet the requirements for the abatement or credit of property taxes as allowed by K.S.A. 79-1613, makes the following findings:

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

WHEREFORE, it is the Order of this board that the property taxes on those homesteads or buildings or improvements listed in Exhibit "A" be abated or credited in the amount shown in said exhibit and that the county clerk and county treasurer shall in each case of abatement or

credit correct their records in accordance with this Order and that the county clerk shall notify the governing body of any taxing district affected thereby.

**ORDERED THIS 24th DAY OF SEPTEMBER, 2025.**

\_\_\_\_\_  
**JEFF CULBERTSON, 1<sup>ST</sup> DISTR.**

\_\_\_\_\_  
**VANESSA REID, 2<sup>ND</sup> DISTR.**

\_\_\_\_\_  
**WILLIE DOVE, 3<sup>RD</sup> DISTR.**

\_\_\_\_\_  
**MIKE SMITH, CHAIRPERSON.**

\_\_\_\_\_  
**MIKE STEIBEN, 5<sup>TH</sup> DISTR.**

**ATTEST:**\_\_\_\_\_  
**FRAN KEPPLER, CLERK**



# EXHIBIT A

## Destroyed by Fire In 2025

Qref	Tax ID	Owner	House Value	Destroyed by Fire In 2025		Abatement Amount House	Abatement Amount Res	Abatement Amount Ag	Total Abatement Amount
				Res building Value	AG building Value				
R25006	1-31803	Duft, Janet	\$477,260			94%	\$51,592	\$0	\$51,592
R22297	1-29683	Beard, Pamela	\$90,940			84%	\$8,785	\$0	\$8,785
R28497	1-29089	Roman, VAreKA & Enso W	\$510,180			58%	\$34,029	\$0	\$34,029

# Leavenworth County Commissioners Disaster Relief Determination for:

Property address 15033 142<sup>nd</sup> St. Bonner Springs

Date of Occurrence 01/24/2025

Parcel Number: 187-36-0-00-00-032.00-0

Quick Ref: R25006

Tax Id: 1-31803

Applicant (Property owner/taxpayer—nontransferable): Duft, Janet L

Mailing Address:

150033 142<sup>nd</sup>  
Bonner Springs, KS 66012

## Leavenworth County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead or building or improvement?

☒ YES

☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?

☒ YES

☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed?

☒ YES

☐ NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

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

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

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

☐ **Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

## Documentation provided:

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

☒ Photos, Property inspection

☐ Other: \_\_\_\_\_



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

☐ No abatement will be granted.

☒ Abatement \$51,592 assessed value, for **tax year 2025**.

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

**IT IS SO ORDERED**, this \_24th \_\_\_\_ day of \_September\_\_\_\_, 2025.

\_\_\_\_\_, County Commissioner  
Mike Smith, Chairman

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

# Leavenworth County Commissioners Disaster Relief Determination for:

Property address 11340 Marxen Rd., Kansas City

Date of Occurrence 02/27/2025

Parcel Number: 162-03-0-00-00-007.01-0

Quick Ref: R22297

Tax Id: 1-29683

Applicant (Property owner/taxpayer—nontransferable): Beard, Pamela

Mailing Address:

11400 Marxen Rd.  
Kansas City, KS 66109

## Leavenworth County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead or building or improvement?

☒ YES

☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?

☒ YES

☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed?

☒ YES

☐ NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

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

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

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

☐ **Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

## Documentation provided:

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

☒ Photos, Property inspection

☐ Other: \_\_\_\_\_



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

☐ No abatement will be granted.

☒ Abatement \$8,785 assessed value, for **tax year 2025**.

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

**IT IS SO ORDERED**, this \_26th \_\_\_\_ day of \_February\_\_\_\_, 2025.

\_\_\_\_\_, County Commissioner  
Mike Smith, Chairman

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

# Leavenworth County Commissioners Disaster Relief Determination for:

Property address 24950 Dehoff Dr. Tonganoxie 66086

Date of Occurrence 07/05/2025

Parcel Number: 207-26-0-00-00-02.05-0

Quick Ref: R28497

Tax Id: 1-29089

Applicant (Property owner/taxpayer—nontransferable): Roman, Varek & Enzo W; Revocable Family Trust

Mailing Address:

24950 Dehoff Dr.  
Tonganoxie, KS 66086

## Leavenworth County Commissioners' summary of inquiry and findings:

Check Yes or No for each question.

Was the structure destroyed or substantially destroyed a homestead or building or improvement?

☒ YES ☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed by **earthquake, fire, flood, storm or tornado, and/or** was the destructive event declared a disaster by the governor of Kansas?

☒ YES ☐ NO

Was the homestead or building or improvement destroyed or substantially destroyed?

☒ YES ☐ NO

*(Destroyed or substantially destroyed means the cost of restoring the homestead to it's before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.)*

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

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

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

☐ **Credit:** This event occurred on or after August 15, or application made after taxes have been paid.

## Documentation provided:

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

☒ Photos, Property inspection

☐ Other: \_\_\_\_\_



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

☐ No abatement will be granted.

☒ Abatement \$34,029 assessed value, for **tax year 2025**.

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

**IT IS SO ORDERED**, this \_24th \_\_\_\_ day of \_September\_\_\_\_, 2025.

\_\_\_\_\_, County Commissioner  
Mike Smith, Chairman

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

# Leavenworth County Request for Board Action

**Date:** September 24, 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 Second Amendment to the Older Americans Act Title III programs grant for FFY 25:

- Kansas Department of Aging Title III-C-I Application for Congregate Meals FY25 Revision: \$80,087 with \$9,422 Match Funds.
- Kansas Department of Aging Title III-C-II Application for Homebound Meals FY25 Revision: \$61,255 with \$7,206 Match Funds
- Kansas Department of Aging Title III-B Application for Supportive Services FY25 Revision: \$64,779 with \$7,621 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 as *Telephoning and Visiting*, social service support, legal services, *Information & Assistance* and outreach. These applications represent the required grant revision completed in June 2025 and approved by the State on August 1, 2025.

**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 FY25 Revision
- Kansas Department of Aging Title III-C-II Application for Homebound Meals FY25 Revision
- Kansas Department of Aging Title III-B Application for Supportive Services FY25 Revision



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

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2024-2025  
**REVISION**

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:  
10/01/2024 through 09/30/2025

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: \$290,892  
Title III C-I Funds: \$ 80,087

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 \$ 80,087 (Federal Funds).

(b) Provide necessary technical assistance.

(c) Fully and promptly advise 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 \$ 9,422 (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  
9.17.2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant Agency  
Connie Harmon  
\_\_\_\_\_  
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.

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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.)



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress, in connection with this Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Leavenworth County Council on Aging  
Organization

Kansas

State

Connie Harmon

Director

9.17.2025

Authorized Signature

Title

Date

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, 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
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.

---

DATE

Signature of authorized official of the grantee organization



**Schedule DD**

(REV.2/91)

TITLE III-C(1) CONGREGATE MEAL BUDGET

BUDGET YEAR: 10/01/24 TO 09/30/25

**PROJECT: Leavenworth Nutrition**

DATE: JUNE 2025

PSA #01

PROGRAM CATEGORIES								
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
BUDGET RESOURCES	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	\$141,136	\$96,126	\$33,266	\$20,363	\$0	\$0	\$0	\$290,892
10. (PAGE 1, LINE 9)								
LESS FOLLOWING ITEMS:								
11A. USDA REIMB. COMMODITIES	\$0	XXXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXX	XXXXXXXXXX	\$0
11B. USDA REIMB. CASH	\$6,643	XXXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXX	XXXXXXXXXX	\$6,643
12. STATE FUNDS (NON-MATCH)	\$0		XXXXXXX	XXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX	\$0
13A. MILL LEVY (NON-MATCH)	\$149,239	\$0	\$0	\$0	\$0	\$0	\$0	\$149,239
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	(\$60,246)	\$96,126	\$33,266	\$20,363	\$0	\$0	\$0	\$89,509
16. THIRD PARTY IN-KIND (MATCH)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17A. MILL LEVY (MATCH)	\$9,422	\$0	\$0	\$0	\$0	\$0	\$0	\$9,422
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	XXXXXXX	XXXXXXXXXX	XXXXXXXXXX		XXXXXXXXXX	\$0
20. TITLE III-C(1)	(\$69,668)	\$96,126	\$33,266	\$20,363	\$0	\$0	\$0	\$80,087
21. TITLE III-C(2)	\$0	\$0	\$0	\$0	\$0	XXXXXX	XXXXXXXXXX	\$0

**Schedule DD**

(REV. 2/91)

TITLE III-C(1) CONGREGATE MEAL BUDGET

BUDGET YEAR: 10/01/24 TO 09/30/25

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

DATE: JUNE 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	\$20,094	\$73,326	\$33,266	\$20,363	\$0	\$0	\$0	\$147,049
2. CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FOOD	\$120,413	\$0	\$0	\$0	\$0	\$0	\$0	\$120,413
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*	\$141,136	\$96,126	\$33,266	\$20,363	\$0	\$0	\$0	\$290,892

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

TOTAL MEALS BUDGETED 18,454



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

BUDGET YEAR: 10/01/24 TO 09/30/25 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)
18,525 meals @\$6.50 per meal	\$120,413							\$120,413
	\$120,413							\$120,413

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

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2024 - 2025  
**REVISION**



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:  
10/01/2024 through 09/30/2025

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: \$ 775,489  
Title III C-II Funds: \$ 61,255  
State Nutrition Funds: \$ 172,580  
State Check-off Funds: \$ 1,521

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 \$ 61,255 (Federal Funds).

(b) Provide necessary technical assistance.

(c) Fully and promptly advise 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 \$ 7,206 (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 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.)

## Certification for Contracts, Grants, Loans and Cooperative Agreements

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclosure accordingly.

Leavenworth County Council on Aging	Kansas
Organization	State

Connie Harmon

Director

9.17.2025

Authorized Signature

Title

Date \_\_\_\_\_



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 is 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, 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.

---

DATE

Signature of authorized official of the grantee organization

**Schedule EE**

(REV. /92)

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

BUDGET YEAR: 10/01/24 TO 09/30/25

PROJECT: Leavenworth Nutrition C-(2)

DATE: JUNE 2025

PSA #01

PROGRAM CATEGORIES						
	(1)	(2)	(3)	(4)	(5)	(6)
BUDGET RESOURCES	PRIMARY AND ASSOCIATED COSTS	MEAL DELIVERY	PROGRAM MGMT.	NUTRITION EDUCATION	NUTRITION OUTREACH	TOTAL SUM OF COLUMNS (1) THROUGH (5)
TOTAL COSTS FORWARD	\$665,861	\$56,000	\$33,266	\$20,363	\$0	\$ 775,489
10. (PAGE 1, LINE 9)						
LESS FOLLOWING ITEMS:						
11A. USDA REIMB. COMMODITIES	\$0	XXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXX	\$0
11B. USDA REIMB. CASH	\$32,278	XXXXXXXXX	XXXXXXX	XXXXXXXXXX	XXXXXXXXX	\$32,278
12. STATE FUNDS (NON-MATCH)	\$172,580		XXXXXXX	XXXXXXXXXX	XXXXXXXXX	\$172,580
13A. MILL LEVY (NON-MATCH)	\$336,845	\$0	\$0	\$0	\$0	\$336,845
13.b ARRA	\$0					\$0
13C. STATE CHECK OFF TAX	\$1,521	\$0	\$0	\$0	\$0	\$1,521
14. PROGRAM INCOME (NON-MATCH)	\$143,500	\$0	\$0	\$0	\$0	\$143,500
15. NET COST	(\$20,863)	\$56,000	\$33,266	\$20,363	\$0	\$88,766
16. THIRD PARTY IN-KIND (MATCH)	\$0	\$0	\$0	\$0	\$0	\$0
17A. MILL LEVY (MATCH)	\$7,206	\$0	\$0	\$0	\$0	\$7,206
17B. LOCAL CASH MATCH	\$0	\$0	\$0	\$0	\$0	\$0
18. PROGRAM INCOME MATCH	\$0	\$0	\$0	\$0	\$0	\$0
19. STATE FUNDS (MATCH)	\$20,304	\$0	XXXXXXX	XXXXXXXXXX	XXXXXXXXX	\$20,304
20. TITLE III-C(1)	\$0	\$0	\$0	\$0	\$0	\$0
22. TITLE III-C(2)	(\$48,374)	\$56,000	\$33,266	\$20,363	\$0	\$61,255



**Schedule DD**

(REV. 2/91)

TITLE III-C(2) HOMEBOUND MEAL BUDGET

BUDGET YEAR: 10/01/24 TO 09/30/25

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

DATE: JUNE 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	\$83,064	\$0	\$33,266	\$20,363	\$0	\$0	\$0	\$136,693
2. CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. FOOD	\$582,797	\$0	\$0	\$0	\$0	\$0	\$0	\$582,797
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*	\$665,861	\$56,000	\$33,266	\$20,363	\$0	\$0	\$0	\$775,489

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

TOTAL MEALS BUDGETED 89,661

## Schedule DDD

3/87

DATE: JUNE 2025  
PSA#\_01

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

BUDGET YEAR: 10/01/24 TO 09/30/25      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)
89,661 meals @ \$6.50 per meal	\$582,797							\$582,797
	\$582,797							\$582,797



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

SUBMITTED BY:  
LEAVENWORTH COUNTY  
COUNCIL ON AGING

FY 2024/2025  
**REVISION**

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:  
10/01/2024 through 09/30/2025

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: \$ 164,527  
Title III B Funds: \$ 64,779

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 \$ 64,779 (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 \$ 7,621 (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

9.17.2025

Date

Signature of Applicant Agency

Colin D. Harmon

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 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 Granter, 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 Granter 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

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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.)



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Leavenworth County Council on Aging  
Organization

Kansas

State

Connie Hammon Director  
Authorized Signature Title

9.17.2025  
Date

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 is 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.

---

DATE

Signature of authorized official of the grantee organization

**TITLE III SERVICE ANNUAL BUDGET**

**TITLE III-B**

**Budget Year 10-01-24 to 09-30-25**

<b>Budget Line Item(s)</b>	<b>Info&amp;Assistance DUNS #073022147</b>
1. Personnel	\$114,635
2. Staff Travel	\$0
3. Capital	\$0
4. Other Equipment	\$0
5. Contractual	\$0
6. Other Costs	\$0
7. TOTAL COSTS	\$114,635
Less Resource:	
8. State Funds (Non-match)	\$0
9. Program Income (Non-match)	\$0
10. Mill Levy (Non-match)	\$42,235
11. Other Local Cash (Non-match)	\$0
12. Net Cost	\$72,400
13. Third-Party In-kind (Match)	\$0
14. Net Cash Cost	\$72,400
15. State Funds (Match)	\$0
16. Program Income (Match)	\$0
17. Mill Levy (Match)	\$7,621
18. Other Local Cash (Match)	\$0
19. Title III - Funds	\$64,779

# WYANDOTTE/LEAVENWORTH AREA AGENCY ON AGING

RUTH E. JONES, EXECUTIVE DIRECTOR

849 N. 47<sup>TH</sup> ST., SUITE C, KANSAS CITY, KANSAS 66102 • PHONE (913) 573-8531 • (913) 573-8577

## MEMORANDUM

TO: David Johnston  
UG County Administrator

FROM: Betty Ewell, Program Manager  
Aging Department

DATE: September 9, 2025

RE: Second Amendment to OAA Title III Programs Grant for FFY25  
Actual Allocation

Synopsis: Attached, you will find the Second Amendment to OAA Title III Programs Grant for FFY25 (Actual Allocation) from Kansas Department for Aging and Disability Services (KDADS), and UG WY/LV Area Agency on Aging. Signature(s) requested for David Johnston, County Administrator.

Ruth Jones, Executive Director, recommends that you enter into this agreement on behalf of the Wyandotte/Leavenworth Area Agency on Aging Department.


Reviewed by UG Legal Representative

Signed by David Johnston, County Administrator

If you have any questions or concerns, you may contact me at 913-573-8538.

*Requested date of return September 12, 2025*

Thank you.



**SECOND AMENDMENT TO**  
**OLDER AMERICANS ACT (OAA) TITLE III PROGRAMS GRANT AGREEMENT**  
**(FFY25 ACTUAL ALLOCATION)**

THIS SECOND Amendment ("Amendment") to Older Americans Act (OAA) Title III Programs Grant Agreement ("Agreement") is made and entered into effective this 1st day of August, 2025 by and among the Secretary of the Department for Aging and Disability Services ("KDADS") and Wyandotte-Leavenworth Area Agency on Aging ("Grantee"), collectively hereinafter referred to as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into the Agreement effective 10/01/2024, and 04/13/2025 First Amendment; and

WHEREAS, the Parties wish to modify certain terms and provisions of the Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties contained in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. Allocation Adjustment:**

Funding Source	Approved Project Period	Amount
Area Pan Administration	10/01/2024 - 09/30/2025	\$109,665
Title III-B Supportive Services	10/01/2024 - 09/30/2025	\$294,450
Title III-C(1) Congregate Meals	10/01/2024 - 09/30/2025	\$364,034
Title III-C(2) Home Delivered Meals	10/01/2024 - 09/30/2025	\$278,433
Title III-D Disease Prevention and Health Promotion Services	10/01/2024 - 09/30/2025	\$19,503
Title III-E National Family Caregiver Support Program	10/01/2024 - 09/30/2025	\$138,055
Non-Federal B, C-1 & C-2 Services (KDADS State Match)	10/01/2024 - 06/30/2025	\$48,873
Non-Federal (KDADS State Non-Match	10/01/2024 - 06/30/2025	\$486,589

**II. Required Contractual Provisions Attachment:**

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

**III. Reaffirmation of Unmodified Terms and Provisions:**

With the exception of the amendments and additions contained herein, all of the rest and remainder of the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates as set forth herein.

**KANSAS DEPARTMENT FOR AGING  
AND DISABILITY SERVICES**

By: \_\_\_\_\_  
Laura Howard, Secretary

**WYANDOTTE-LEAVENWORTH AREA  
AGENCY ON AGING**

By: \_\_\_\_\_  
David Johnston, County Administrator

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

Date: 9/10/2025



**APPENDIX A  
CONTRACTUAL PROVISIONS ATTACHMENT**

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of August, 2025.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every



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

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

# Leavenworth County Request for Board Action

**Date:** September 24th, 2025  
**To:** Board of County Commissioners  
**From:** Community Corrections

**Department Head Approval:** Jamie VanHouten, Director

**Additional Reviews as needed:**

**Budget Review** ☐ **Administrator Review** ☒ **Legal Review** ☐

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**Action Requested:** Approve FY25 Community Corrections Year-End Outcome Reports for FY25 Adult Comp Plan and FY25 Juvenile Comp Plan.

**Recommendation:** Approve FY25 Community Corrections Year-End Outcome Reports.

**Analysis:** At the close of each year, EOY outcome reports are due October 1<sup>st</sup>. The data provided in the attached KDOC year-end outcome report/spreadsheets was previously shared and approved by the CAB on 9/16/25 and JCAB 9/18/25. The EOY outcome reports are a compilation of each quarter's progress towards agency goals established to support the agencies comprehensive plan to improve long term behavior change and overall supervision outcomes, to improve public safety.

**Alternatives:** N/A

**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:** FY25 Juvenile Community Corrections Year-End Outcome Report and FY25 Adult Community Corrections Year-End Outcome Report

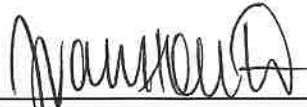
## FY25 Community Corrections Year-End Outcome Report Signatory Approval Form

**Judicial District:** 1st JD Leavenworth County Community Corrections

**Agency Director:** Jamie VanHouten

**Report Period:** July 1, 2024 - June 30, 2025

My signature certifies that I authored this report, and assisted in the compilation and analysis of the data cited therein.

  
Signature

9/17/25  
Date

My signature certifies that the Community Corrections Advisory Board/Governing Board reviewed the Year-End Report of Outcomes for Fiscal Year 2025 and agreed with the findings and discussion therein.

Signature of Advisory/Governing Board Chairperson

Date

Address: 300 Walnut Street, Suite 225, Leavenworth, KS 66048

Phone: 9136840417

E-mail: [msmith@leavenworthcounty.gov](mailto:msmith@leavenworthcounty.gov)

My signature certifies that the Board of County Commissioners reviewed the Year-End Report of Outcomes for Fiscal Year 2025 and agreed with the findings and discussion therein.

Signature of Board of County Commissioners Chairperson (Host County only)

Date

Address: 300 Walnut Street, Suite 225, Leavenworth, KS 66048

Phone: 9136840417

E-mail: [msmith@leavenworthcounty.gov](mailto:msmith@leavenworthcounty.gov)



## FY25 Community Corrections Year-End Outcome Report Signatory Approval Form

**Judicial District:** 1st JD Leavenworth County Community Corrections


**Agency Director:** Jamie VanHouten

**Report Period:** July 1, 2024 - June 30, 2025

My signature certifies that I authored this report, and assisted in the compilation and analysis of the data cited therein.

  
Signature \_\_\_\_\_ Date 09/12/25

My signature certifies that the Community Corrections Advisory Board/Governing Board reviewed the Year-End Report of Outcomes for Fiscal Year 2025 and agreed with the findings and discussion therein.

  
Signature of Advisory/Governing Board Chairperson \_\_\_\_\_ Date 09/16/2025

Address: 601 S. 3rd Street, Leavenworth, KS 66048

Phone: 9137584001

E-mail: [jsherley@lvsheriff.org](mailto:jsherley@lvsheriff.org)

My signature certifies that the Board of County Commissioners reviewed the Year-End Report of Outcomes for Fiscal Year 2025 and agreed with the findings and discussion therein.

\_\_\_\_\_  
Signature of Board of County Commissioners Chairperson (Host County only) \_\_\_\_\_ Date \_\_\_\_\_

Address: 300 Walnut Street, Suite 225, Leavenworth, KS 66048

Phone: 9136840417

E-mail: [msmith@leavenworthcounty.gov](mailto:msmith@leavenworthcounty.gov)

Agency: 1st JD Leavenworth County Community Corrections				1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Principle #1 Assess actuarial risk/needs															
Goal #1 In FY25, begin implementing ACES trauma screener to identify additional risks IAS staff can address through referrals.															
Barriers		Supportive Entities													
Training		Supervisors													
Action Steps		Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Director will reach out to other directors to see what/if anything other directors are utilizing to assess Adverse Childhood Experiences of youth that are referred to IAS				Director	8/31/2024	Only a couple of my peers responded to emails regarding whether they assess ACES	Peers not responding, confusion on why I am doing this limiting responses	N/A	Completed in Q1	N/A	N/A	Completed in Q1	N/A	N/A	N/A
Director will share results with ICAB at first quarterly meeting for feedback and input prior to implementing ACES trauma screener training and utilizing tool on youth.				Director	10/31/2024	Results were shared at the ICAB meeting held on 10/17 and this director received	N/A	N/A	Completed in Q1	N/A	N/A	Completed in Q1	N/A	N/A	N/A
Director will share direction and a training will be conducted with staff to begin implementing an ACES trauma screener on IAS youth.				Director	12/31/2024	N/A	N/A	N/A	A training was scheduled at the end of Q2 between the holidays so all the information was shared and everyone was on the same page. A training was scheduled for the beginning of Q3.	Weather, cold/flu season, EOY reports, Q2 reports, grants, and other meetings making	Modify until 3/31/25	In Q3 we set aside a day in march where we did a potluck lunch and learn and did a training on the ACES screener.	N/A	N/A	Completed in Q3
All IAS staff will begin administering ACES trauma screener to youth who are referred to IAS by 1/1/25.				IAS staff	Ongoing	N/A	N/A	N/A	N/A	We achieved this goal early in Q3! And now I have another data point to collect on	Modify action step to reflect a date of 1/1/25.	N/A	N/A	N/A	N/A
Principle #2 Measure relevant processes/practices				1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Goal #2 In FY25, we will begin measuring intake performance and conducting quality assurance audits.															
Barriers		Supportive Entities													
Training inconsistencies		Supervisors													
Changing standards		IAS staff													
Absorption/comprehension															
Action Steps		Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Intake staff will administer screening instruments (KID, MAYSI-2, etc.) to all eligible youth during each intake in FY2025.				IAS staff	Ongoing	In Q1 staff were successful in carrying out this objective.	N/A	N/A	Staff were successful at carrying out this action step in Q2. We always appreciate the positive feedback we get from JJ.	N/A	N/A	In Q3 staff maintained success with this action step. Getting everyone who is appropriate and able to participate is something staff prides themselves on.	N/A	N/A	In Q4 staff maintained success completing this objective as we have found the more information we can obtain about our intake youth the better our ability to serve them.
Intake staff will make referrals to appropriate services during the intake and follow up with family to assess whether services were attained				IAS staff	Ongoing	In Q1 staff were able to follow up with each family or support system of a youth that was served and appropriate for referrals. However, not everyone appreciated our follow up contact or trusted our intentions	The families who are untrusting of staff, our role, and aren't willing to execute referrals due to fear of the system setting them up to fail	N/A	Similar to Q1, we continue to follow up on referrals and provide outreach with each family or support system of youth we serve. While some adults remain skeptical of our intentions we found that offering parent project and resources to support the adults in the family unit provided better results.	Families who avoid our contacts, hang up, or do not execute referrals because they think it is a trap or that we will take their kids, or judge them, or that they don't need help, even when what they are doing is clearly not working.	N/A	In Q3 each youth was provided referrals to appropriate services which targets needs/risks identified during the intake assessment process. Allias continued to complete his two week and six week follow up. Again it was hit or miss with parents on if they appreciated our persistence in encouraging they follow up.	Family engagement/trust	N/A	In Q4 intake was successful in completing this objective and was also pleased to see an increase in youth/family following up to successfully engage with referral services. One skeptic parent called back weeks later to thank IAS staff for a referral they initially thought to be unnecessary. This just reinforces staffs buy in to staying persistent and consistent. We also found providing business cards for warm handoffs and specific contacts at other agencies helped improve trust of clients receiving referrals. This was definitely a better approach than just telling them it could help, go there for this.
For each intake conducted, intake staff will enter all required information gathered during the intake into Athena and internal spreadsheets to track referrals				IAS staff	Ongoing	Random case selection between our internal spreadsheets and athena files demonstrated consistency in the quality of our documentation.	N/A	N/A	Our Q2 review of documentation demonstrated consistency in the quality of our documentation as well as the quality of our referrals.	N/A	N/A	Our Q1 file reviews and overall quality of our intakes demonstrated our success with documentation. All three file reviews had positive audits which provided clear evidence that action steps 1 through 3 were executed and done so in a meaningful way. In Q3 timeliness was not an issue and we had no outstanding intakes that needed supervisor approval.	N/A	N/A	In Q4 we dove a little deeper and did five file audit reviews. All file audits revealed staff were successfully carrying out objectives 1-3 and were doing so in a manner that was making an impact. Again, another quarter where we did not have any outstanding intakes, we were also pleased when we were recognized by KDOC staff about our EOY intakes all being completed by July 31st. It is much appreciated when our effort and documentation are noticed. Reinforces to staff that it isn't just me that notices how hard they work, that JJ notices too!
IAS Coordinator will audit 3 intake files each quarter to ensure fidelity to assessment tools, KDOC standards, and successful completion of the above three action steps				IAS Coordinator	Quarterly	In Q1 the internal audit process for executing this task were created. Although the results were successful, we felt it was very time consuming and these case files were a very large sample for a small agency which has less intakes than others.	Time and staff wearing multiple hats	Reduce the action step to audit 1 file each quarter.	IAS Coordinator audited one intake file in November to ensure fidelity to assessment tools, KDOC standards, and internal policies to ensure all screenings were administered correctly, appropriate referrals were made and warm hand offs were provided between families and outside agencies or resource providers, and that documentation of all information gathered during the intake process was accurately reflected in the hard files, Athena, and internal tracking spreadsheets. The file that was audited overall looked great with the exception of the timeliness of when it was entered.	N/A	N/A	All IAS staff were praised at the last lunch and learn when we discussed outcomes from the Q3 IAS file reviews. Staff were also thanked for always being willing to step up to not only help our team, but also to help our community.	N/A	N/A	N/A
IAS Coordinator and Director will provide feedback and corrective action when necessary.				Supervisors	Ongoing	N/A	N/A	N/A	The IAS staff member who's intake file was audited was provided with positive feedback for her appropriate use of assessment tools, referrals, and the quality of her documentation. She was commended	All but 1 IAS employee are dual positions (they are full time probation officers and work an on-call IAS rotation for nights and weekends). Staff have trouble moving between their regular assignments and IAS	N/A	N/A	N/A	N/A	N/A



1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Agency: 1st JO Leavenworth County Community Corrections Principle #1: Assess actuarial risk/needs Goal #1: In FY25, focus supervision resources on youth who have moderate and high risk YLS/CMJ domains. Barriers: Lack of communication and collateral information from other agencies in determining risk type, Lack of community resources, lack of ISP and residential SATX treatment for youth, long wait lists. Supportive Entities: ISOs, Director											
Action Steps	Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Within 30 days of sentencing, review and upload CS risk assessment to ensure fidelity per KDDC standards and policy to determine appropriate supervision level.	ISOs	6/30/2025	5 new youth were sentenced to CC supervision in Q1 and staff were successful in completing this action step.	N/A	N/A	In Q2, 5 new youth were sentenced to CC supervision and staff were successful in completing this action step.	N/A	N/A	In Q3 we had 11 new youth sentenced. This is more than the previous six months combined and staff still successfully completed this step!	N/A	N/A
ISO II will ensure ISP staff have equitable caseloads ensuring caseloads stay below 20 for each officer.	ISO II	Monthly	Our active ADP for Q1 was under 20 youth and as such equity in caseloads was easy to track to monitor progress towards this goal.	N/A	N/A	In Q2 we actually had 25 youth active each month which is the highest juvenile caseload we have had in the four and a half years I have been here.	N/A	N/A	Our active ADP in Q3 (32 youth) was more than double what it was when I arrived in FY21 but we monitored who was getting each youth assigned to keep the caseloads equitable and manageable.	N/A	N/A
Within first 30 days of supervision, ISOs will provide list of resources and inform youth and their parents/guardians what resources are available for their assistance in house.	ISOs	Monthly	I've since completing Family Engagement training staff have been extremely proactive about providing a resource list and approaching youth and their support systems with information about assistance opportunities that can help them further their success on supervision and address barriers in the environment to improve household functioning. In Q1 this was updated on our intake checklist for new clients. This is great to hear!	N/A	N/A	As we continue to implement what we learned in family engagement training we consistently see an improvement in rapport and communication between families and our officers. Not only have officers been providing the resource lists they both took the time to follow up to remind families (between the holidays) that we are able to provide referrals for assistance, even with meals/toylists, staff they need any thing over the holidays and during the cold winter months. Multiple parents were receptive and utilized our assistance in December. The parents of those youth were clearly positively impacted and have a higher level of investment in the outcome of their youths' supervision and overall progress.	N/A: Good! Any questions on implementing you can reach out to the author PC Teressa Schumacher.	N/A	We not only continued to implement principals from family engagement and saw this improve our success with new youth in Q3, but we started to really see the long term impact since we started this with parents of youth who had been with us for some time. Parents reached out on two occasions this quarter to praise staff and their experience in this process with our office as compared to other supervision agencies (not calling out court services or anything here lol) and it was great to hear that they felt we were a resource to them as well. It is nice to be on the same team as parents and not be seen as the enemy. Again it shows us it isn't the work that we should focus on but the impact of the changes we are making that make the extra effort worth it.	N/A: Love this!!!	N/A
Youth will be re-assessed every 6 months to ensure they are being appropriately supervised.	ISOs	Ongoing	Ongoing, staff have no outdated YLS re-assessments and have stayed on top of this for Q1.	N/A	N/A	Ongoing, staff have no outdated YLS re-assessments and have stayed on top of this for Q2. Staff also are seeing an improvement in the quality of initial assessments from Court Services and have appreciated our IRR.	N/A	N/A	There was one outdated YLS re-assessment in Q3 (during the month of all the blizzards) but staff had arranged time to complete it and the weather just didn't cooperate within the timeframe. However, it was immediately conducted as soon as the office reopened back up.	N/A	N/A
ISO II will perform QA on a YLS every 6 months for each officer.	ISO II	Ongoing	This is scheduled for December. Check standard 04-102 on this for the correct requirements. ***Shayla and I have looked at the standard and are confused on what this document meant.	N/A	N/A	Shayla completed an audit for IRR on two YLS assessments conducted by Melissa in December and both met IRR.	N/A	N/A	Shayla completed one IRR with Kaitlyn Hardison in Q3 and met IRR.	N/A: This is great!!! KDDC new QA contract will be great as well. In seeing what other areas to reinforce at well!	N/A
Provide coaching, training, and corrective action when necessary for any problematic areas.	ISO II & Director	Ongoing	N/A	N/A	N/A	Staff were praised for their continued dedication to quality work and openness to committing to utilizing family engagement training with our youth.	N/A	N/A	Staff were praised for staying on top of work and making progress towards this goal and keeping each other accountable for the YLS refresh certification.	N/A: Yes your agency did, get great job!	N/A
Principle #2: Target Interventions. Goal #2: In FY25, increase the amount of youth who are completing program hours and ensure they are meeting dosage requirements to influence successful outcomes and long term behavior change by increasing program referrals. Barriers: Insufficient number of appropriate youth to deliver cognitive-behavioral programs to fidelity, Lack of pro-social supports and/or structure in household, Short probation sentences. Supportive Entities: ISOs, VJHC, Director, Community Partners			1st Quarter Report			2nd Quarter Report			3rd Quarter Report		
Action Steps	Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Within 30 days, ISO will provide complete a caseplan and update progress after each contact, per standards.	ISOs	Ongoing	Per the Q1 case plan audit staff were successful in completing this task.	N/A	N/A	A review of files demonstrated that staff successfully completed this action step in Q2.	N/A	N/A	Despite our youth caseloads increasing substantially in January, Shayla and Melissa were able to maintain success with this.	N/A	N/A
Within 30 days, ISO will make referral to cognitive education programs, treatment groups, and education services according to criminogenic and clinical need.	ISOs	Ongoing	All five youth sentenced in Q1 were referred to programs for structured learning or treatment in accordance with their YLS/CMJ identified needs.	N/A	N/A	All five youth sentenced in Q2 were appropriately referred to programs for structured learning or treatment in accordance with their YLS/CMJ identified needs.	N/A	N/A	All 11 youth sentenced in Q3 were successfully referred to programs within 30 days! In Q3 alone we had more new youth come to us than the whole previous six.	N/A	N/A
After each contact, ISO will document program hours on KDDC Program Hours Tracking Worksheet to monitor progress towards completion of program hours.	ISOs	Ongoing	In Q1 an internal spreadsheet and departmental living document was made to track program hours for each youth under	Making it a routine to not only update it in the individual youths electronic file and physical file but also doing it a second time	N/A	Juvenile staff did an exceptional job documenting program hour progress for youth in Q2. The addition of spreadsheets.	N/A	N/A	Shayla and Melissa have continued to maintain success with this action step in Q1.	N/A	N/A
ISOs will provide incentives and sanctions, utilizing TPI's tools as necessary, to reinforce completion of program hours so youth meet dosage requirements.	ISOs	Ongoing	In Q1 all staff participated in a refresher training regarding the importance of utilizing our evidence based decision making grid and conditioning behavior through the use of incentives and sanctions. Staff were also provided hard copies of the care guide use of incentives and rewards tracking sheet and hard copies of the powerpoint we went over afterwards. Staff also spent time creating a display of available options for incentives and created a raffle system to make it more engaging for clients. Great to hear you are also tracking 4:1 as well.	Creating an equitable system for earning incentives and marketing this, and staying consistent with utilizing the reward system which is still new.	N/A	Staff continued to excel in this arena in Q2. We found that having larger raffle prizes on site (where they can see it each visit) and utilizing youth suggestions for raffle prize incentives was a great motivator. Yes!!! Individualizing is a great motivator and getting youth's input. This is great to hear!	N/A	N/A	Just like on our adult side, we started implementing a "mystery raffle" that is bigger and only drawn quarterly. The real "mystery" is who gets the prize and what we are going to come up with based on that youth's needs/wishes/interests and what staff learns about them through the supervision process. Just like with our adult winner, our youth have been pleasantly surprised and thankful that we are thoughtful and provided undervalued gifts/cards/goodies for them. Having clients shed tears that we care more about them with these little gestures is really helping staff stay motivated to use the compliance raffle!	N/A: Sounds like a lot of forward progress is happening! Keep it up.	N/A
ISO II will complete one case plan audit quarterly per officer to monitor compliance of steps 1-3.	ISO II	Quarterly	The Q1 case plan audit yielded positive results and identified that staff was successful in carrying out steps 1-3.	N/A	N/A	In a review of two case files in December, staff successfully completed steps 1-3.	N/A	N/A	To be thorough in Q3 I did four reviews and all four were exceptional. I keep looking for progress towards staff completing tasks outlined in this agency plan but what I am really seeing is their growth as professionals this time of year.	N/A	N/A
Provide coaching, training, and corrective action when necessary for any problematic areas.	ISO II & Director	Ongoing	N/A	N/A	N/A	See above	N/A	N/A	Staff received praise and KUDOs for progress in March. They were recognized not only for doing the work but making it meaningful. Completing all the steps is not enough if they aren't really buying in and changing their philosophy and growing in	N/A	N/A



### Creating the Agency Case Plan

Within the Comprehensive Plan Grant Application, each funded agency agreed to provide complete and accurate data to the Kansas Department of Corrections (KDOC) regarding their initiatives for the upcoming fiscal year. Quarterly and Year-End Outcome Reports achieve this requirement by providing updates on the progress of an agency's stated goals and action steps they've identified in their Agency Case Plan.

KDOC utilizes an article titled "*Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention*," by the Crime and Justice Institute to identify best practices for developing an agency case plan that is rooted in increasing an agency's successful supervision of clients. The article found below details the framework for the eight evidence-based principles of effective interventions.

When completing the required case plan, agencies will need to select a minimum of three principles to focus on for their upcoming fiscal year. Agencies may choose from any of the eight principles to develop their goals from. Agencies may create additional goals that are separate from the eight principles if desired once they've met the minimum requirement of three principles.

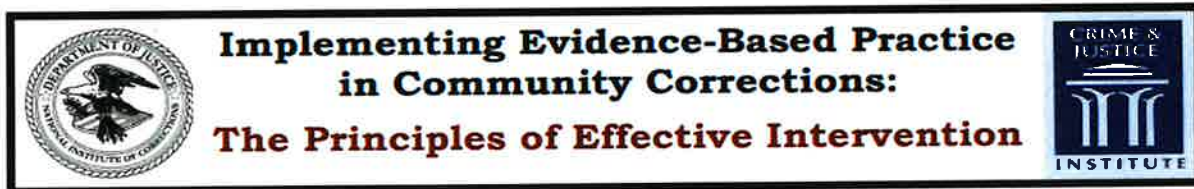
On a quarterly basis, grant awardees are required to submit their updated agency case plan document detailing the progress, challenges, and modifications to their plan.

Quarterly reports and the year-end report are to be uploaded in the grant management software program, Amplifund. Below are the due dates for report submissions in Amplifund. Please note, an accompanying signatory approval page is only required for the year-end report.

**Submission Schedule for Quarterly and Year-End Outcome Reports**

Report Period	Due On or Before	Signatory Approval
1 <sup>st</sup> Quarter: July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 30 <sup>th</sup>	No
2 <sup>nd</sup> Quarter: October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 30 <sup>th</sup>	No
3 <sup>rd</sup> Quarter: January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>	No
4 <sup>th</sup> Quarter/Year-End: April 1 <sup>st</sup> – June 30 <sup>th</sup>	October 1 <sup>st</sup>	Yes

\*The Year-End report captures the entire fiscal year, July 1<sup>st</sup> - June 30<sup>th</sup>.



The following framework of principles is listed in developmental order and they are all highly interdependent. For example, offender assessments must consider both risk to reoffend and criminogenic needs, in that order. Research indicates that resources are used more effectively when they are focused on higher-risk rather than lower-risk offenders, therefore considering offenders' risk to reoffend prior to addressing criminogenic needs allows agencies to target resources on higher-risk offenders (*see Appendix B*).

#### Eight Evidence-Based Principles for Effective Interventions

1. Assess Actuarial Risk/Needs.
2. Enhance Intrinsic Motivation.
3. Target Interventions.
  - a. *Risk Principle*: Prioritize supervision and treatment resources for higher risk offenders.
  - b. *Need Principle*: Target interventions to criminogenic needs.
  - c. *Responsivity Principle*: Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs.
  - d. *Dosage*: Structure 40-70% of high-risk offenders' time for 3-9 months.
  - e. *Treatment*: Integrate treatment into the full sentence/sanction requirements.
4. *Skill Train* with Directed Practice (use Cognitive Behavioral treatment methods).
5. Increase Positive Reinforcement.
6. Engage Ongoing Support in Natural Communities.

7. Measure Relevant Processes/Practices.

8. Provide Measurement Feedback.

1) Assess Actuarial Risk/Needs.

Develop and maintain a complete system of ongoing offender risk screening / triage and needs assessments. Assessing offenders in a reliable and valid manner is a prerequisite for the effective management (i.e.: supervision and treatment) of offenders. Timely, relevant measures of offender risk and need at the individual and aggregate levels are essential for the implementation of numerous principles of best practice in corrections, (e.g., risk, need, and responsivity). Offender assessments are most reliable and valid when staff are formally trained to administer tools. Screening and assessment tools that focus on dynamic and static risk factors, profile criminogenic needs, and have been validated on similar populations are preferred. They should also be supported by sufficiently detailed and accurately written procedures.

Offender assessment is as much an ongoing function as it is a formal event. Case information that is gathered informally through routine interactions and observations with offenders is just as important as formal assessment guided by instruments. Formal and informal offender assessments should reinforce one another. They should combine to enhance formal reassessments, case decisions, and working relations between practitioners and offenders throughout the jurisdiction of supervision.

(Andrews, et al, 1990; Andrews & Bonta, 1998; Gendreau, et al, 1996; Kropp, et al, 1995; Meehl, 1995; Clements, 1996)

Questions to Ask:

- Does the assessment tool we're using measure for criminogenic risk and need?
- How are officers trained to conduct the assessment interview?
- What quality assurance is in place to ensure that assessments are conducted appropriately?
- How is the assessment information captured and used in the development of case plans?

## Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)

2) Enhance Intrinsic Motivation.

Staff should relate to offenders in interpersonally sensitive and constructive ways to enhance intrinsic motivation in offenders. Behavioral change is an *inside job*; for lasting change to occur, a level of intrinsic motivation is needed. Motivation to change is dynamic and the probability that change may occur is strongly influenced by interpersonal interactions, such as those with probation officers, treatment providers, and institution staff. Feelings of ambivalence that usually accompany change can be explored through motivational interviewing, a style and method of communication used to help people overcome their ambivalence regarding behavior changes. Research strongly suggests that motivational interviewing techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.

(Miller & Rollnick, 2002; Miller & Mount, 2001; Harper & Hardy, 2000; Ginsburg, et al, 2002; Ryan & Deci, 2000)

Questions to Ask:

- Are officers and program staff trained in motivational interviewing techniques?
- What quality assurance is in place?
- Are staff held accountable for using motivational interviewing techniques in their day-to-day interactions with offenders?

3) Target Interventions.

- A. **RISK PRINCIPLE:** Prioritize supervision and treatment resources for higher risk offenders.
- B. **NEED PRINCIPLE:** Target interventions to criminogenic needs.
- C. **RESPONSIVITY PRINCIPLE:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
- D. **DOSAGE:** Structure 40-70% of high-risk offenders' time for 3-9 months.
- E. **TREATMENT PRINCIPLE:** Integrate treatment into the full sentence/sanction requirements.

a) Risk Principle

Prioritize primary supervision and treatment resources for offenders who are at higher risk to re-offend. Research indicates that supervision and treatment resources that are focused on lower-risk offenders tend to produce little if any net positive effect on recidivism rates. Shifting these resources to higher risk offenders promotes harm-reduction and public safety because these offenders have greater need for pro-social skills and thinking, and are more likely to be frequent offenders. Reducing the recidivism rates of these higher risk offenders reaps a much larger *bang-for-the-buck*.

Successfully addressing this population requires smaller caseloads, the application of well developed case plans, and placement of offenders into sufficiently intense cognitive-behavioral interventions that target their specific criminogenic needs.



(Gendreau, 1997; Andrews & Bonta, 1998; Harland, 1996; Sherman, et al, 1998; McGuire, 2001, 2002)

#### b) Criminogenic Need Principle

Address offenders' greatest criminogenic needs. Offenders have a variety of needs, some of which are directly linked to criminal behavior. These criminogenic needs are dynamic risk factors that, when addressed or changed, affect the offender's risk for recidivism. Examples of criminogenic needs are: criminal personality; antisocial attitudes, values, and beliefs; low self control; criminal peers; substance abuse; and dysfunctional family. Based on an assessment of the offender, these criminogenic needs can be prioritized so that services are focused on the greatest criminogenic needs.

(Andrews & Bonta, 1998; Lipton, et al, 2000; Elliott, 2001; Harland, 1996)

(Continued on pg 5)

## **Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)**

(Continued from pg 4)

#### c) Responsivity Principle

Responsivity requires that we consider individual characteristics when matching offenders to services. These characteristics include, but are not limited to: culture, gender, motivational stages, developmental stages, and learning styles. These factors influence an offender's responsiveness to different types of treatment.

The principle of responsivity also requires that offenders be provided with treatment that is proven effective with the offender population. Certain treatment strategies, such as cognitive-behavioral methodologies, have consistently produced reductions in recidivism with offenders under rigorous research conditions.

Providing appropriate responsivity to offenders involves selecting services in accordance with these factors, including:

- a) Matching treatment type to offender; and
- b) Matching style and methods of communication with offender's stage of change readiness.

(Guerra, 1995; Miller & Rollnick, 1991; Gordon, 1970; Williams, et al, 1995)

#### d) Dosage

Providing appropriate doses of services, pro-social structure, and supervision is a strategic application of resources. Higher risk offenders require significantly more initial structure and services than lower risk offenders. During the initial three to nine months post-release, 40%-70% of their free time should be clearly occupied with delineated routine and appropriate services, (e.g., outpatient treatment, employment assistance, education, etc.) Certain offender subpopulations (e.g., severely mentally ill, chronic dual diagnosed, etc.) commonly require strategic, extensive, and extended services. However, too often individuals within these subpopulations are neither explicitly identified nor provided a coordinated package of supervision/services. The evidence indicates that incomplete or uncoordinated approaches can have negative effects, often wasting resources.

(Palmer, 1995; Gendreau & Goggin, 1995; Steadman, 1995; Silverman, et al, 2000)

#### e) Treatment Principle

Treatment, particularly cognitive-behavioral types, should be applied as an integral part of the sentence/sanction process. Integrate treatment into sentence/sanction requirements through assertive case management (taking a proactive and strategic approach to supervision and case planning). Delivering targeted and timely treatment interventions will provide the greatest long-term benefit to the community, the victim, and the offender. This does not necessarily apply to lower risk offenders, who should be diverted from the criminal justice and corrections systems whenever possible.

(Palmer, 1995; Clear, 1981; Taxman & Byrne, 2001; Currie, 1998; Petersilia, 1997, 2002, Andrews & Bonta, 1998)

#### **Questions to Ask:**

- How do we manage offenders assessed as low risk to reoffend?
- Does our assessment tool assess for criminogenic need?
- How are criminogenic risk and need information incorporated into offender case plans?
- How are offenders matched to treatment resources?
- How structured are our caseplans for offenders, especially during the three to nine month period in the community after leaving an institution?
- How are staff held accountable for using assessment information to develop a case plan and then subsequently using that caseplan to manage an offender?

## **Eight Principles for Evidence-Based Practice (EBP) in**



## Community Corrections (con't.)

### 4) Skill Train with Directed Practice (using cognitive-behavioral treatment methods).

Provide evidence-based programming that emphasizes cognitive-behavioral strategies and is delivered by well trained staff. To successfully deliver this treatment to offenders, staff must understand antisocial thinking, social learning, and appropriate communication techniques. Skills are not just taught to the offender, but are practiced or role-played and the resulting pro-social attitudes and behaviors are positively reinforced by staff. Correctional agencies should prioritize, plan, and budget to predominantly implement programs that have been scientifically proven to reduce recidivism.

(Mihalic, et al, 2001; Satchel, 2001; Miller & Rollnick, 2002; Lipton, et al, 2000; Lipsey, 1993; McGuire, 2001, 2002; Aos, 2002)

#### Questions to Ask:

- *How are social learning techniques incorporated into the programs we deliver?*
- *How do we ensure that our contracted service providers are delivering services in alignment with social learning theory?*
- *Are the programs we deliver and contract for based on scientific evidence of recidivism reduction?*

### 5) Increase Positive Reinforcement.

When learning new skills and making behavioral changes, human beings appear to respond better and maintain learned behaviors for longer periods of time, when approached with *carrots* rather than *sticks*. Behaviorists recommend applying a much higher ratio of positive reinforcements to negative reinforcements in order to better achieve sustained behavioral change. Research indicates that a ratio of *four positive to every one negative* reinforcement is optimal for promoting behavior changes. These rewards do not have to be applied consistently to be effective (as negative reinforcement does) but can be applied randomly.

Increasing positive reinforcement should not be done at the expense of or undermine administering swift, certain, and real responses for negative and unacceptable behavior. Offenders having problems with responsible self-regulation generally respond positively to reasonable and reliable additional structure and boundaries. Offenders may initially overreact to new demands for accountability, seek to evade detection or consequences, and fail to recognize any personal responsibility. However, with exposure to clear rules that are consistently (and swiftly) enforced with appropriate graduated consequences, offenders and people in general, will tend to comply in the direction of the most rewards and least punishments. This type of extrinsic motivation can often be useful for beginning the process of behavior change.

(Gendreau & Goggin, 1995; Meyers & Smith, 1995; Higgins & Silverman, 1999; Azrin, 1980; Bandura et al, 1963; Bandura, 1996)

#### Questions to Ask:

- *Do we model positive reinforcement techniques in our day-to-day interactions with our co-workers?*
- *Do our staff understand and use the four-to-one theory in their interactions with offenders?*

### 6) Engage On-going Support in Natural Communities.

Realign and actively engage pro-social supports for offenders in their communities. Research indicates that many successful interventions with extreme populations (e.g., inner city substance abusers, homeless, dual diagnosed) actively recruit and use family members, spouses, and supportive others in the offender's immediate environment to positively reinforce desired new behaviors. This Community Reinforcement Approach (CRA) has been found effective for a variety of behaviors (e.g., unemployment, alcoholism, substance abuse, and marital conflicts). In addition, relatively recent research now indicates the efficacy of twelve step programs, religious activities, and restorative justice initiatives that are geared towards improving bonds and ties to pro-social community members.

(Azrin, & Besalel, 1980; Emrick et al, 1993; Higgins & Silverman, 1999; Meyers & Smith, 1997; Wallace, 1989; Project MATCH Research Group, 1997; Bonta et al, 2002; O'Connor & Perryclear, 2003; Ricks, 1974; Clear & Sumter, 2003; Meyers et al, 2002)

#### Questions to Ask:

- *Do we engage community supports for offenders as a regular part of case planning?*
- *How do we measure our community network contacts as they relate to an offender?*

## Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)

### 7) Measure Relevant Processes/Practices.

Accurate and detailed documentation of case information, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice. Agencies must routinely assess offender change in cognitive and skill development, and evaluate offender recidivism, if services are to remain effective.

In addition to routinely measuring and documenting offender change,

#### Questions to Ask:

- *What data do we collect regarding offender assessment and case management?*
- *How do we measure incremental offender change while they are*

staff performance should also be regularly assessed. Staff that are periodically evaluated for performance achieve greater fidelity to program design, service delivery principles, and outcomes. Staff whose performance is not consistently monitored, measured, and subsequently reinforced work less cohesively, more frequently at cross-purposes and provide less support to the agency mission.

(Henggeler et al. 1997; Milhalic & Irwin, 2003; Miller, 1988; Meyers et al. 1995; Azrin, 1982; Meyers, 2002; Hanson & Harris, 1998; Waltz et al. 1993; Hogue et al. 1998; Miller & Mount, 2001; Gendreau et al. 1996; Dilulio, 1993)

*Offender change and outcomes are under supervision?*

- *What are our outcome measures and how do we track them?*
- *How do we measure staff performance? What data do we use? How is that data collected?*

## 8) Provide Measurement Feedback.

Once a method for measuring relevant processes / practices is in place (principle seven), the information must be used to monitor process and change. Providing feedback to offenders regarding their progress builds accountability and is associated with enhanced motivation for change, lower treatment attrition, and improved outcomes (e.g., reduced drink/drug days; treatment engagement; goal achievement).

The same is true within an organization. Monitoring delivery of services and fidelity to procedures helps build accountability and maintain integrity to the agency's mission. Regular performance audits and case reviews with an eye toward improved outcomes, keep staff focused on the ultimate goal of reduced recidivism through the use of evidence-based principles.

### Questions to Ask:

- *How is information regarding offender change and outcomes shared with officers? With offenders?*
- *With whom do we share information regarding outcome measures?*
- *How is staff performance data used in the performance evaluation process?*

(Miller, 1988; Project Match Research Group, 1997; Agostinelli et al. 1995; Alvero et al. 2001; Baer et al. 1992; Decker, 1983; Luderman, 1991; Miller, 1995; Zemke, 2001; Elliott, 1980)

## **Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)**

### **Conclusion**

Aligning these evidence-based principles with the core components of an agency is a consummate challenge and will largely determine the impact the agency has on sustained reductions in recidivism. In order to accomplish this shift to an outcome orientation, practitioners must be prepared to dedicate themselves to a mission that focuses on achieving sustained reductions in recidivism. The scientific principles presented in this document are unlikely to produce a mandate for redirecting and rebuilding an agency's mission by themselves. Leadership in organizational change and collaboration for systemic change are also necessary.

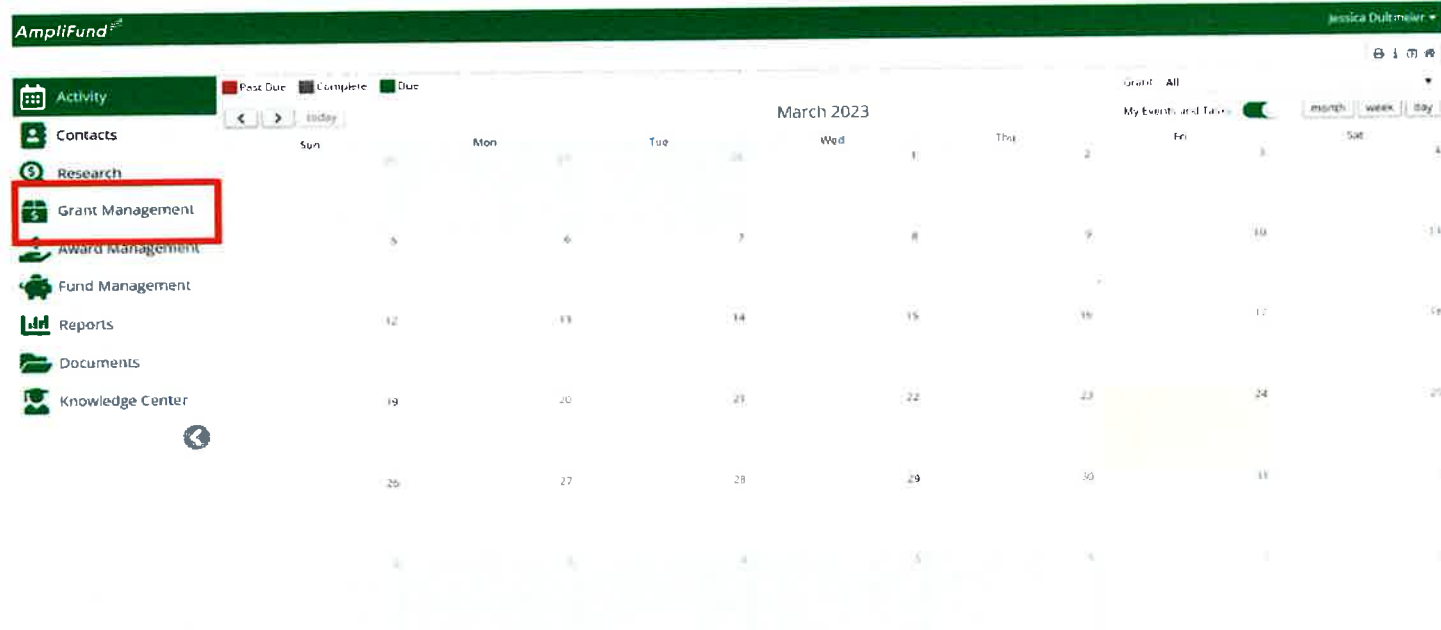
The framework of principles and the developmental model they comprise can and should be operationalized at three critical levels: 1) the individual case; 2) the agency; and 3) the system. At each of these levels thorough, comprehensive, and strategic planning will be necessary in order to succeed. Identifying, prioritizing, and formulating well-timed plans for addressing such particular issues are tasks requiring system collaboration and a focus on organizational development.

A final caveat here is a caution about implementation; the devil's in the details. Though the track record for program implementation in corrections may not be especially stellar, there is helpful literature regarding implementation principles. Prior to embarking on any implementation or strategic planning project, a succinct review of this literature is recommended (Mihalic & Irwin, 2003; Ellickson et al. 1983; Durlak, 1998; Gendreau et al. 1999; Gottfredson et al. 2000; Henggeler et al. 1997; Harris & Smith, 1996).



## Submitting Quarterly Outcome Report in Amplifund

1. Once logged in to Amplifund, on the left side of the screen select Grant Management.

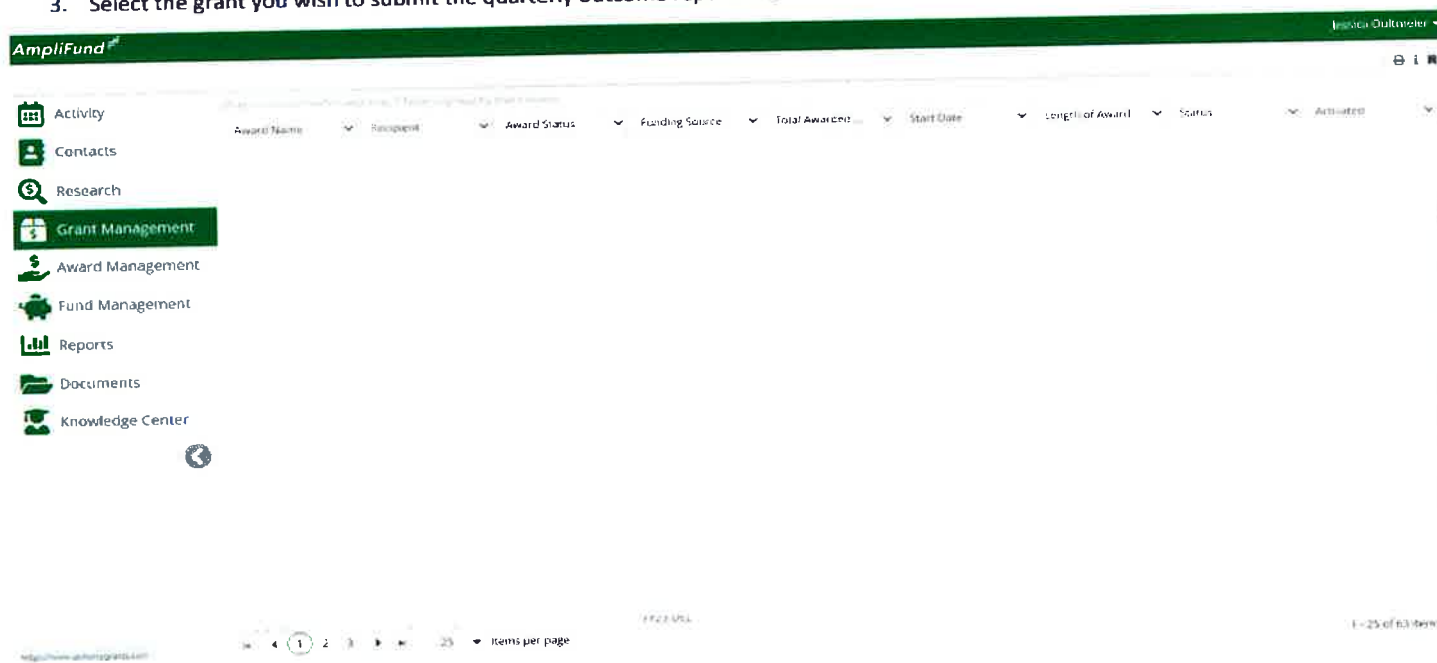


2. From the drop down menu select Grants Awarded.

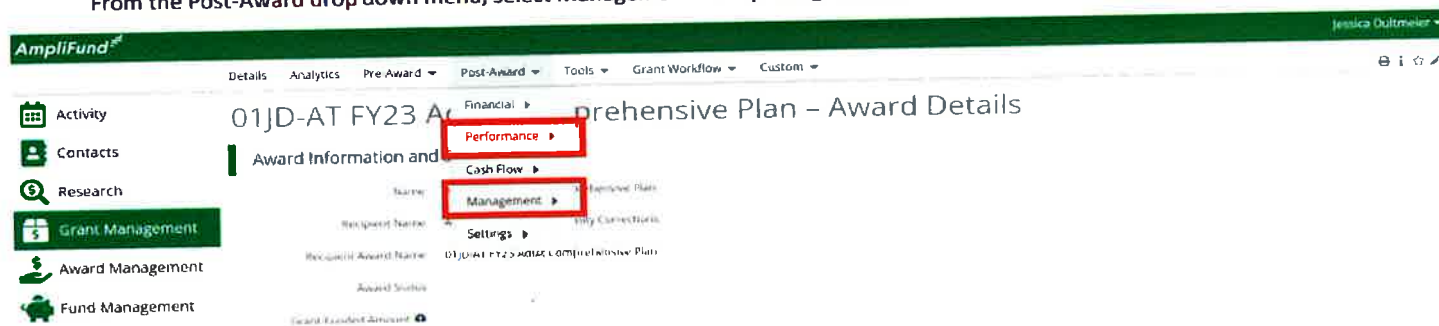




3. Select the grant you wish to submit the quarterly outcome report for.

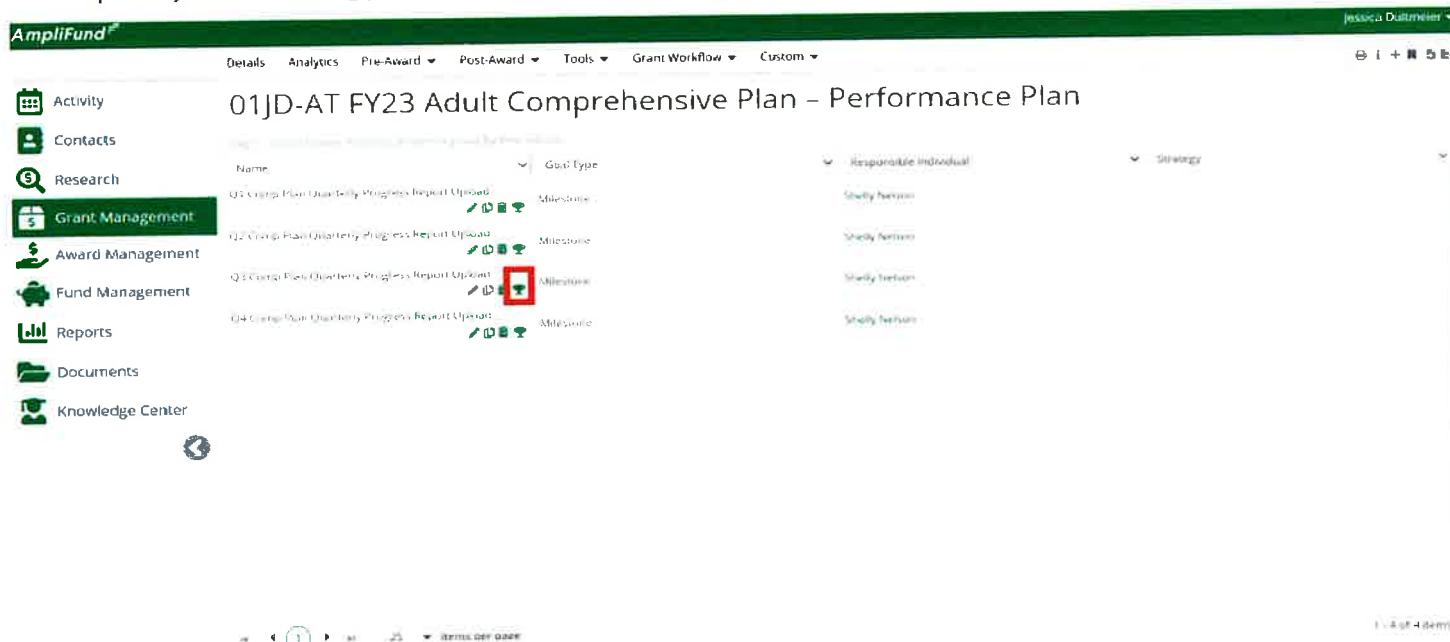


4. From the Post-Award drop down menu, select Performance → Performance Plan (right click on Performance Plan to open in a new tab).  
From the Post-Award drop down menu, select Management → Reporting Period (right click on Reporting Period to open in a new tab).





5. Open the new tab showing Performance Plan. Here is where you will complete step 1, Achievements. Select the trophy icon in the quarter you are submitting your Quarterly Outcome Report for.



6. In the upper right corner, select the + sign to create an Achievement.



CURRICULUM  
 Research  
 Grant Management  
 Award Management  
 Fund Management  
 Reports  
 Documents  
 Knowledge Center

Achievement Date  
 Completed  
 Individual  
 Notes  
 Attachments

No records found

0 Items

25 Items per page

7. A Create Achievement box will appear where you will enter an Achievement Date, mark the Complete box, and Upload the Quarterly Outcome Report (Excel document). Select Create.



**IMPORTANT:** The Achievement Date **MUST** be a date within the reporting period, otherwise the achievement will not link to the appropriate reporting period and the submission will be rejected by KDOC. To avoid this, please use the below table when entering achievement dates.

Quarter	Achievement Date
1 <sup>st</sup>	9/30/2022
2 <sup>nd</sup>	12/30/2022
3 <sup>rd</sup>	3/30/2023
4 <sup>th</sup>	6/30/2023

### Create Achievement

Grant 01JD-AT FY23 Adult Comprehensive Plan

Goal Type Milestone

Goal Q3 Comp Plan Quarterly Progress Report Upload

Description

Responsible Individual Jessica Dultmeier

Achievement Date 3/24/2023

Complete ☐

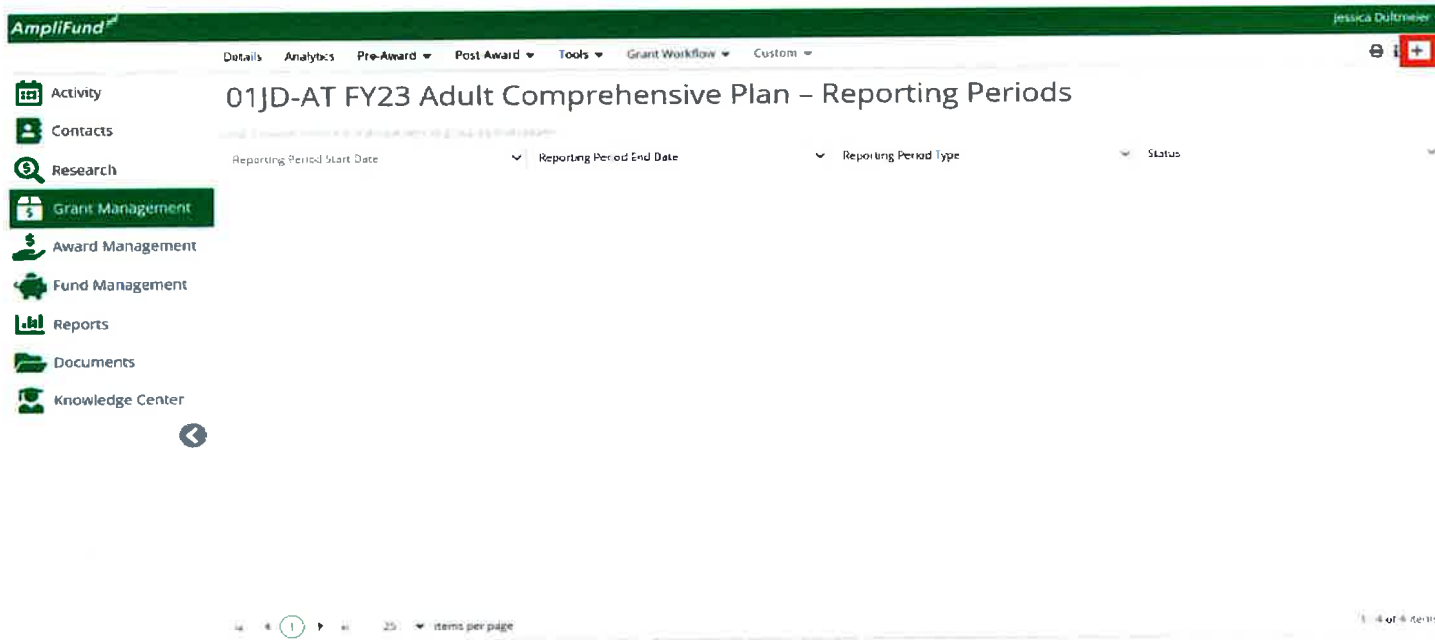
Notes

Upload File





8. You have now completed step 1 and will need to complete step 2, Reporting Period, to finish the submitting process. Open the new tab showing Reporting Periods. Please note, previously submitted reporting periods from past quarters will appear here. Similar to step 1, you will select the + icon in the upper right corner to create the reporting period.



9. **IMPORTANT:** When creating a reporting period to submit your Quarterly Outcome Report, you should **ONLY** choose Achievements. **Do not** select Expenses as you want to keep your Quarterly Outcome Report and Fiscal report separate. After selecting Achievements, select the correct time period from the drop down menu and select Save.



## Reporting Periods

Which grant would you like this closeout to apply to?

FY21 Example Award

What types of reporting periods would you like to include?

Expenses

Achievements

What period of time would you like to close?

Select a time period ▼

Cancel Save

10. Once on the Achievements Reporting Periods screen, scroll down to the Achievements Closeout section to confirm the appropriate Quarterly Outcome Report is listed, and check box is selected.

AmpliFund<sup>®</sup> Jessica Dultmeier

Reporting Periods

Activity

Contacts

Research

Grant Management

Award Management

Fund Management

Reports

Documents

Knowledge Center

Attach Documentation Existing Attachments

For Q1 Q1 Q1 Quarterly Outcome Report Upload

Achievements Analytics

Goal	Type	# of Achievements Period to Date
Q1 Camp Plan Quarterly Progress Report Upload	Milestone	0
Q2 Camp Plan Quarterly Progress Report Upload	Milestone	1
Q3 Camp Plan Quarterly Progress Report Upload	Milestone	0
Q4 Camp Plan Quarterly Progress Report Upload	Milestone	0

Achievements Closeout

Goal	Goal Type	Description	Last Achievement
<input checked="" type="checkbox"/> Q2 Camp Plan Quarterly Progress Report Upload	Milestone		12/30/2022

11. Select Save, another box will appear, and the last step is to scroll down and select Close at the bottom of the screen.

AmpliFund<sup>®</sup> Jessica Dultmeier

Reporting Periods

Achievements Analytics

Goal

Goal	Type	# of Achievements Period to Date
Q1 Camp Plan Quarterly Progress Report Upload	Milestone	0
Q2 Camp Plan Quarterly Progress Report Upload	Milestone	1

- Grant Management
- Award Management
- Fund Management
- Reports
- Documents
- Knowledge Center

Q1 Central Plan Quarterly Progress Report Upload

Q1 Central Plan Quarterly Progress Report Upload

### Achievements Closeout

Select Grant

Q1 Central Plan Quarterly Progress Report Upload

### Record Information

Attachments

☐ Include comments in notification email

Milestone

0

Milestone

0

Goal Type

Description

Last Achievement

Milestone

0

12/16/2022

Cancel

Reject

Save



## FY25 Case Plan Feedback

### Agency:

**JIAS** - Good goals with detailed action steps. **JISP**-Goal 1 Goal should include moderate as well as high risk youth. Step 1-Doesn't CS do YLS as part of disposition and come to you with YLS already? Step 4 does this step mean every 6 months for YLS reassessment? The goal principle is assess actuarial/risk needs, some of the action steps address case file audits and EPICS audits. Maybe an action step should be for the ISO II to perform QA on a YLS every 3 months for each officer. Goal 2-to increase program hours should there be a step on making sure that hours are being tracked and documented? Step 1-progress should be updated more then as needed, really should be updated at every contact with the youth as its living document. Standard was just updated to reflect this.

Agency: 1st ID Leavenworth County Community Corrections			1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Principle #1 Assess actual risk/needs.														
Goal #1 Within 45 days of sentencing, ISOs will target level 1 and level 2 clients who score high in attitudes or criminal history AND drugs/alcohol domains.														
Barriers			Supportive Entities											
Turnover and changes in SB123 sentencing and concurrent supervision increasing caseloads.			ISOs											
Lack of training opportunities for LSCM and LSCM assessments for new staff.			Director/Supervisors											
Lack of communication and collateral information from other agencies in determining risk score.			KDOC training team/PC											
Lack of funding long term to continue cognitive behavioral programs.														
Lack of HIP and residential SATX treatment providers, long wait lists.														
Action Steps	Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Complete risk assessment to fidelity per KDOC standards and policy to determine appropriate supervision level within first 30 days of supervision.	ISOs	Ongoing	In Q1 we were 87% on this goal for new clients sentenced to CC per audit.	One staff member has not received training on risk assessments.	N/A	With the exception of 2 incoming courtney cases our agency was successful with this task in Q1. <i>Feedback: Will do more!</i>	N/A	N/A	As of the last month of Q3 all of our staff are WRNA and LSCM trained and while we still had a few outliers, we are hopeful that in Q3 we were able to maintain manageable caseloads and ensure level 1 and level 2 clients stay below their.	N/A	N/A	In Q4 we were 96% with our goal but 4% actually only accounted for one client who we were unsuccessful with in meeting this. Q4 was the last time this agency was able to maintain our goal of having manageable caseloads according to suggested limits.	N/A	N/A
ISO II will ensure staff have manageable caseloads ensuring level 1 clients stay below 25 per officer and level 2 clients stay below 33 per officer per research.	ISO II	Ongoing	In Q1 cases were all under 25 and 33 for level 1 and level 2 clients, however, staff were helping to cover for an officer who	Staff out on FMLA leaving coverage short	N/A	In Q2 we continued to partner with TGC (our local CCBHC) for early assessment, intervention, and warm hand offs with our in-house SB123 counselor for all SATX	N/A	N/A	In Q3 we continued to successfully refer our clients struggling with addiction to treatment services within 14 days and this process has really been streamlined with	N/A	N/A	Q4 was going very well and we were 100% with this goal, even in June when our in-house treatment provider was out for two weeks, as she had made arrangements for	N/A	N/A
Upon the risk assessments completion, ISOs will provide target clients warm handoffs to community treatment providers to ensure clients successfully engage in SATX services within 14 days and obtain RDs to follow up with providers on progress.	ISOs	Ongoing	In FY24, Q4, our local CCBHC partnered with us to provide employment for an in-house SATX partner. This dramatically improved our ability to follow up on warm	Stigma of addiction, transportation, client readiness/stage of change	N/A	N/A	N/A	N/A	In the last month of Q3 our newest officer got WRNA certified and is now through all her required trainings. We still stayed around 85% on getting the re-assessments in right at the 17 month mark on if clients experienced dramatic changes but I believe	N/A	N/A	As of June we were at 92% success with this goal with three out of date re-assessments keeping us from a perfect accomplishment. However, we will take the 7% and continue to work on improvements in FY26.	N/A	N/A
Client will be re-assessed 12 months after initial and/or if clients experiences dramatic changes	ISOs	Ongoing	Our spreadsheets for tracking re-assessments identified that staff were at 91% on having their clients re-assessed on time in Q1. <i>Feedback: Kudos to the team, job well done.</i>	Being short staffed for several weeks and having a new officer who hasn't completed risk assessment training did contribute to being behind on this goal.	N/A	Well, unfortunately we did slip down to 84% in Q2. While one officer returned from FMLA, another one went out. Our newest officer is yet to be certified in WRNA and LSCM assessments and this, along with medical leave of peers, has slowed us	N/A	N/A	Three out of four officers did well but one officer specifically struggled with completing re-assessments per policy.	N/A	N/A	In Q4 we looked at all assessments to make sure we were starting the new year without any outdated assessments. All but	N/A	N/A
ISO II will complete one file and EPICS audit quarterly per officer to monitor compliance of steps 1-3	ISO II	Quarterly	Our process for file audits is a rotation each quarter and the officer who was audited in Q1 ended up going out on FMLA for	N/A	N/A	Our newest officer was trying completely solo in Q2 and passed her file review with glowing reviews. We were pleasantly	N/A	N/A	The struggling employee received coaching and assistance with time management/organization so her re-	N/A	N/A		N/A	N/A
Provide coaching, training, and corrective action when necessary for any problematic areas	ISO II & Director	Ongoing	N/A. Staff was provided kudos for her effort to stay on top of staff despite everything else going on.	N/A	N/A	Based on agency progress towards action steps in Q2, a goal was set with officers to have all late re-assessments completed by	N/A	N/A		N/A	N/A		N/A	N/A
Principle #2 Target interventions.			1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Goal #2 Within 45 days of sentencing, ISOs will target level 1 and level 2 clients and structure 40-70% of their time referring to treatment and cognitive education programs that will address their specific criminogenic needs within the first 90-180 days per the dosage principle.														
Barriers			Supportive Entities											
Turnover and changes in SB123 sentencing and concurrent supervision increasing caseloads.			ISOs											
Lack of training opportunities for new staff to complete case management training/EPICS.			Cognitive Facilitator											
Lack of funding long term to continue cognitive behavioral programs.			Community Programs/Treatment											
Lack of HIP and residential SATX treatment providers, long wait lists.			Supervisors/Director											
Transportation barriers, lack of public transportation.														
Action Steps	Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
During the first staff meeting of the fiscal year, provide a refresher training on dosage structure and quality	All Staff	July 15th	This went over better than expected and	N/A	N/A	Completed in Q1.	N/A	N/A	Completed in Q1.	N/A	N/A	Completed in Q1.	N/A	N/A
After completing the initial risk assessment, ISO will complete a case plan with client within 14 days and update progress as needed	ISOs	Ongoing	Staff did a great job in Q1 making sure to start the case planning process with all new sentences within the 14 days. <i>Feedback: Kudos to staff for adhering to the quick turnaround period. It's important to get an early start on the case planning.</i>	N/A	N/A	In Q2 we saw a few sentencing dates where we had few or more new individuals placed on ISP. During times of staff shortages it made it more difficult, but not impossible, to achieve this goal but we are proud that only one individual went more	N/A	N/A	In Q3 it felt like many of our new clients were coming to us in crisis and this made it harder to get started on case planning when there were some immediate needs that needed dealt with to get them stabilized. This quarter we were at almost	N/A	N/A	Clients in crisis and not stabilized	N/A	N/A
During the initial case planning session with the client, ISO will make necessary referrals to cognitive education programs, employment groups, treatment groups, according to criminogenic and clinical needs.	ISOs	Ongoing	Front end referrals have helped us keep clients busy and so far it has shown us if we do this early we are more likely to keep them on the right track instead of waiting until there are positive tests or violations. Staff has expressed that there are less back end issues by just taking care of this in the initial month of sentencing. <i>Feedback: Yes! I am so happy to hear this feedback from staff, if you can think of how this could be written up and shared with other</i>	N/A	N/A	Proactive versus reactive supervision. When we do it up front and use information from the assessment and initial meetings, we meet clients where they are and don't just wait to simply sanction individuals for non-compliance. When you meet these clients where they are, you understand barriers ahead of time, you understand that it isn't about just getting a job, but having problem solving skills, interview practice, a resume, etc.	N/A	N/A	We continue to focus on proactive case management and setting clients up for success rather than just throwing everything at them and telling them fail first. We are making warm hand offs and trying to address/remove barriers where we can. Having a step by step proactive approach and moving away from reactive supervision has really improved rapport and engagement overall. We are seeing less clients absconding and more clients open	N/A	N/A	Two of our clients were referred to GLIC for crisis stabilization which kept us from completing case plans (see above) but their referral to this service helped us get them stabilized. Being stabilized on the front end and provided with wraparound services helped set them up for success in other services like substance treatment groups, cog classes, and in their search for employment.	N/A	N/A
Within 14 days of completing the case plan, ISO will follow up to ensure that 40-70% of the clients time is structured by completing a time management worksheet with clients.	ISOs	Ongoing	While staff have done a great job at this, we need to find a way to make it less overwhelming for clients and need to remember slow long term progress is better than fast superficial compliance.	Clients making this a routine and attending all obligations.	N/A	ISOs relied on Gillian with assistance in this area in Q2 (time management worksheets) with staff shortages due to FMLA and needing additional reinforcement. By incorporating this earlier we are seeing	N/A	N/A	Once again, in Q3 this was really a team effort between ISOs and Gillian. They were staffing cases to ensure clients had the correct dosage of structured time and appropriate targeted interventions prior to	N/A	N/A	In Q4 our agency was successful at completing time management worksheets for each new client once they had their caseplan completed, even when the caseplan was late. One case manager was	N/A	N/A
ISO will get RDs signed to share information and stay in regular contact with treatment providers and cognitive facilitators for program and progress updates, to ensure engagement in services.	ISOs	Ongoing	In Q1 this agency worked with our CCBHC on an information sharing MOU and all clients are provided this paperwork at their treatment intake when receiving services at TGC and here during orientation.	Clients who've been on probation before being resistant in attempts to triangulate and keeping us from following up	N/A	In Q2 our agency continued to work on building pathways to share information, not only with RDs with treatment providers, but with support service agencies as well to make sure we can follow up on referrals.	N/A	N/A	In Q3 we continued to excel at networking and relationship building to provide warm handoffs and the ability to communicate with community and treatment providers as needed to follow up about clients. We pride ourselves on our partnerships and collaborative efforts.	N/A	N/A	In Q4 we did very well in this area and our efforts were being noticed by our community treatment partners. In fact, in June, a new treatment counselor working for one of our SB123 providers learned the hard way that our population can be very manipulative as they initially were	N/A	N/A
ISO II will complete one case plan audit quarterly per officer to monitor compliance of steps 1-3.	ISO II	Quarterly	In Q1 the adult case plan audit was successful as it demonstrated compliance with steps 1-3.	N/A	N/A	In Q2 the adult case plan audit was successful as it demonstrated compliance with steps 1-3.	N/A	N/A	In Q3 all four file audits showed compliance with steps 1-3 and continued efforts to follow up with programs on	N/A	N/A	In Q4 all audits were successful and showed continue compliance with steps 1-3.	N/A	N/A
Provide coaching, training, and corrective action when necessary for any problematic areas	Supervisors	Ongoing	N/A. Staff has been doing very well	N/A	N/A	Staff was provided positive feedback and rewarded with their own pizza party for	N/A	N/A	In Q3 we had a pizza and lunch and learn to discuss our progress on our case plan	N/A	N/A	N/A. Staff maintained compliance with goal objectives.	N/A	N/A
Have all adult ISOs sit in on each of the cog groups (one staff member each quarter) and meet with the facilitator to go over what is offered and covered, so they are able to understand the format of cog groups and better equipped to reinforce program materials	ISOs, ISO II	Quarterly	See modifications and action step 9 goal 3.	N/A	Remove task, seems redundant as half of the staff is facilitator trained in MHT, and this task more appropriate under goal 3.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.	N/A. Task removed.
Principle #3 Skills train with directed practice (use cognitive behavioral treatment methods).			1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Goal #3 In FY25, agency will provide MHT, Seeking Safety, Crossroads Curriculum, and Interactive Journaling opportunities to allow clients to develop prosocial cognitive thinking patterns and improve decision making.														
Barriers			Supportive Entities											
Lack of funding long term to continue to employee program providers.			ISOs											
Transportation barriers, lack of public transportation.			Program Provider											
Small group space			Supervisor/Director											
Client work and treatment schedules														
Action Steps	Person Responsible	Due Date	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications	Progress	Challenges	Modifications
Within 7 days of completing the initial risk assessment, ISO will complete in-house referrals for clients who qualify for cognitive education groups offered by our program facilitator	ISOs	Ongoing	Establishing this process has been so critical for clients to get exposed to cog education groups and warm up to the idea early on. They believe it is just part of the course and when it is a new client they aren't looking at it as a punishment from a violation or something unfair. We just package this differently and are very happy with our front end approach at referring clients to cog groups. <i>Feedback: Job well done!</i>	N/A	N/A	Gillian loves to get her hands on the new clients as soon as they start supervision. Outside of the front desk staff in reception, she truly has the most exposure to our entire population and it is also helping her sharpen her skills now that she is one year into facilitating and providing orientation to new clients. Because Gillian is so enthusiastic, it is apparent that officers couldn't get in the way of her having this information within 7 days, even if they wanted to. <i>Feedback: This is great, just by reading about</i>	N/A	N/A	ISOs and Gillian both continue to prioritize early referrals to cog services. This is becoming second nature and is clearly working out for clients, improving their overall engagement with supervision.	N/A	N/A	In Q4 we were successful in this goal. We also officially celebrated a little over one year with Gillian who provides our in-house cog services and discussed the impact of having a safe neutral party providing programs and how getting our clients in early (right after the initial assessment as compared to waiting until there is a violation) has helped them address criminal thinking distortions earlier in supervision.	N/A	N/A
Discuss referral to in-house cog education groups with client at initial case planning session	ISOs	Ongoing	This is brought up in group orientation and clients are immediately introduced to Gillian. Once staff receive the PRS clients are automatically tagged for cog program referrals	N/A	N/A	New clients continue to be introduced to Gillian and our cog groups, as well as other in-house supports, during their orientation and intake appointments.	N/A	N/A	Again, we do this much earlier than the first case planning session. By the time they have attended orientation and completed their assessments they are aware if they are being referred or will likely be referred. We really just make this part of business as usual as much of	N/A	N/A	Our agency was successful with this task in Q4 as all new clients are introduced to Gillian in our orientation and already anticipate referrals to cog groups based on our discussions in orientation and the initial case planning session.	N/A	N/A
During monthly staff meetings the first Thursday of each month, the program provider will discuss referral data and how many have been received from the prior month and discuss any status changes for the schedule of programs, upcoming groups, and what clients have been missing and need to be re-referred they are starting groups in their office visits.	Program Provider	Monthly	The support for cog referrals from officers has been incredible as we implemented a way of immediately identifying appropriate candidates for groups upon sentencing to the agency. Not only do our officers appreciate this extra layer of support for clients, they have been very grateful that Gillian has helped clients feel more	N/A	N/A	In Q2 it was discussed that utilizing an extensive referral form might make it easier to collect demographic data of referrals. Thus, we are moving towards this process. However, it was discussed that referrals are also being made from municipal court and court services. Gillian also hands out her monthly schedules for	N/A	N/A	In Q3 Gillian continued to share adult cog program updates at staff meetings and we actually had a diversion officer reach out to us because a mutual client stated they were doing programs with us and asking her if she could just do anger management with us for free. Now that it has been almost a year and we	N/A	N/A	Gillian not only continues to share progress at monthly staff meetings and program meetings but she continues to receive praise from staff who have noticed how her extra support from cog classes and even after helping clients be more successful.	N/A	N/A
Each week the program provider will complete contact notes in Athena regarding attendance, participation, and concerns to progress is updated regularly for ISOs to reinforce the importance of program completion and the subject matter.	Program Provider	Weekly	Gillian has been very successful and has completed this task each week, the feedback from staff regarding her communication and reliability has been very positive.	N/A	N/A	Gillian received positive feedback from staff and external referring agencies regarding her documentation and communication. During openhouse file reviews, it was easy to see why	N/A	N/A	Gillian did amazing with documentation and communicating client progress in Q3 and received praise from the court about her professionalism.	N/A	N/A	Gillian's documentation in Q4 continues to exceed expectations and assists our agency in continuity of care when clients report in and their regular officer is out of office or	N/A	N/A
Each week after a group commences, program provider will place copies of homework assignments completed by	Program Provider	Weekly	In Q1 we purchased mailboxes for all these ho-	N/A	N/A	This continues to go well and provide	N/A	N/A	I feel like a broken record, Gillian is killing it.	N/A	N/A	Successful in Q4.	N/A	N/A
Twice a month the program provider will prepare and mail letters to referred clients to notify them of upcoming groups	Program Provider	Bi-weekly	So far Gillian has been successful with	N/A	N/A	In Q2 it was decided that certified mail may be	N/A	N/A	In Q3 certified letters became the norm and we	N/A	N/A	Successful in Q4.	N/A	N/A
Upon program completion or discharge for failing to engage or comply with classroom rules, the program provider will	Program Provider	Ongoing	This is on going and has been very helpful	N/A	N/A	Successful in Q2.	N/A	N/A	Successful in Q3.	N/A	N/A	Successful in Q4.	N/A	N/A



Program provider and supervisors will meet monthly, prior to the first staff meeting of each month, to give updates, provide feedback on communication with staff, and check in on how ISOs are doing with referrals to programs/reflecting participation and reinforcing subject matter	Supervisors/Director	Monthly	Officers have their own meetings with Gillian prior to the regular all staff meeting and it has been critical to the success we have seen over the past six months some programs became regularly scheduled. Feedback: This is great to hear, such a great idea! You'll often hear officers struggle to communicate with providers by email, so this is outstanding. Sounds as though the addition of Gillian has been a success and is a huge asset for everyone.	N/A	N/A	These additional meetings continued to provide value in Q2 and helped us troubleshoot issues with clients struggling. Communicating proactively in the first year of these programs infancy has been critical in staying accountable to Q4 of our own services. Gillian is also a gem and wants to provide value to officers and work with them, so she makes this process very easy. Feedback: So many issues can be prevented with just simple communication! I'm glad you all have that.	N/A	N/A	In Q3 things were going so well that these meetings seemed almost unnecessary but it is clear they have helped to create efficiency and accountability to the success of clients in programs. More often than not the ISOs are just helping Gillian for being partners in supervision and making their lives easier. Feedback: I encourage you to continue these meetings, they have paid off and shown to be timely and, no sense in changing course now. I challenge you and staff to explore other topics to discuss during these meetings if/when necessary!	N/A	N/A	In Q4 we continued to have these meetings but did change them to a monthly meeting forward in FY24 as time seems to fly by so quickly and we want to keep meeting but also have them be productive. In Q4 Gillian discussed clients receiving small incentives as program completion and officers agreed this should become a common practice. It also became apparent that clients were opening up more to their officers with Gillian's encouragement and willingness to role play tough conversations they needed to have with their officer.	N/A	N/A
Supervisors will complete one observation audit each quarter to ensure curriculum is being followed to fidelity and to conduct quality assurance of group management skills	Supervisors/Director	Quarterly	In Q1 the dual (duals?) officer/supervisor who sat in MR1 was very impressed with our providers fidelity to the curriculum and her ability to stay non-judgmental with participants looking for a reaction and simultaneously re-directing those clients	N/A	N/A	In Q2 the same supervisor who sat in on MR1 in the previous quarter (and was also MR1 certified) sat in on Seeking Safety, a curriculum that he had to follow while observing. Although this supervisor had never been certified in Seeking Safety or sat through a class prior he noted how well Gillian did and how he felt the flexibility of the program and how it delivered would be a great fit for more of his clients.	N/A	N/A	In Q3 I sat in on Seeking Safety and was extremely impressed with Gillian. Not only did she honor fidelity to the curriculum she was a natural with the clients, rolling with resistance, redirecting when needed, staying neutral and non-judgmental. The clients enjoyed the group and it made me miss facilitating and working directly in client services when I saw how much of an impact the program had. The way that the mood changes from when clients first arrive and they'd rather be anywhere else but by the end of it they were all engaged, role playing, laughing, and talking about real life uses of the skills!	N/A	N/A	In lieu of a supervisor, our newest officer sat in on an anger management session in Q4 with a facilitator manual to audit fidelity to the curriculum. That officer noted how well Gillian did following the program guide from memory and praised her use of common everyday examples of situations that lead to angry outbursts. She stated she learned new skills herself and also had a better understanding of the root feelings that present as anger such as fear and pain. This was not only a good opportunity to monitor for quality assurance but also was a learning opportunity for our newest officer to be able to reinforce what clients are learning and have a better appreciation for programs	N/A	N/A
			1st Quarter Report			2nd Quarter Report			3rd Quarter Report			Year-End Report		
Principle #3 Increase positive reinforcement.														
Goal #4 By September 1st, 2025 agency will practice 4:1 positive reinforcement ratio (four positive to every one negative) towards clients to promote positive behavioral change.														
Barriers			Supportive Entities											
Staff buy in			Director											
High caseloads/turnover reducing amount of time with each client			Stakeholders											
Lack of client incentive funds due to funding issues			ISO II											
Action Steps			Person Responsible			Progress			Challenges			Modifications		
Director will utilize incentive idea list (provided by clients in FY24) to purchase gift cards, small rewards, transportation vouchers, subway cards, etc. by the third week in July.			Director			7/12/2024			Completed			Completed in Q1.		
During third week of July staff meeting while celebrating PPS week, director will identify positive rewards for clients then introduce our updated compliance center and KUDOs board for FY25.			Director			7/13/2024			Completed. Staff assisted in creating raffle boxes for larger incentives.			Completed in Q1.		
During quarterly file audits, ISO II will gather 4:1 ratio data in Athens to verify staff compliance with promoting positive behavioral change.			Supervisors			Quarterly			This did not go well in Q1 when we completed the file audit review and all staff were provided a refresher training on 4:1 ratio and examples via role playing. See below.			Building habits, documenting something we typically don't ask for them to explicitly document.		
During the first staff meeting of each quarter, team will discuss positive reinforcement techniques, provide role play refresher, and share success stories.			All Staff			Quarterly			During the first staff meeting of the quarter we sent over step 2 of this goal but didn't initially go over a refresher training on the 4:1 ratio or positive reinforcement and incentives as a whole. This third monthly meeting of the quarter we did go over this and I am sure it felt redundant in October but it is better to be consistent than sorry. We also started having staff utilize the Curry guide use of incentives and rewards.			Potentially lack of clarity, time lapsing between refresher trainings.		
						1st Quarter Report			2nd Quarter Report			3rd Quarter Report		
Principle #4 Engage ongoing support in natural communities.														
Goal #5 In the third week of July we will host a Community Resource Fair to encourage clients and their families to engage in services with local treatment providers and access resources/support from community agencies and non-profits.														
Barriers			Supportive Entities											
Lack of stakeholder engagement and cooperation			Stakeholders											
Lack of resource providers			Clients											
Stigma of support groups			Treatment Providers											
Generational addiction and mental health issues			All Staff											
Anti-racial personalities														
Action Steps			Person Responsible			Progress			Challenges			Modifications		
On July 1st, director will disseminate invitations to the public, stakeholders, and clients to our community			Director			7/1/2024			Completed			Completed in Q1.		
On July 16th & 17th, department will host event and provide refreshments to those who attend, providing			Supervisors			7/14/2024			This event did not have the turnout we			Completed in Q1.		
At the first staff meeting of the fiscal year, this director will explain to staff the purpose and expectations of			Director			7/19/2024			Completed. We went over the collective			Completed in Q1.		
By August 1st, staff will be distributing local resource list for clients to be provided at orientation and			Director			8/1/2024			Completed in Q1.			Completed in Q1.		
ISOs will encourage all clients to actively seek out prosocial support groups (12 step) and supportive others			ISOs & Gillian			Ongoing			Although we have seen this increase via			Completed in Q1.		
Mentors and sign a release of information to improve bonds, accountability, and ties to prosocial community									Chonchos it isn't always documented in			Completed in Q1.		
groups. This should also be documented in Athens in Chronos and referrals.									Remembering to document this in both			Completed in Q1.		
									Gillian has also been participating in the			Completed in Q1.		
									completion of this task but unfortunately, I			Completed in Q1.		
									wasn't clear in my documentation. My			Completed in Q1.		
									apologies. Local changes due to turnover in			Completed in Q1.		
									support group leadership disrupted one of			Completed in Q1.		
									the largest local in person support group			Completed in Q1.		
									meetings. The impact was not just in one			Completed in Q1.		
									group but had ripple effects, and this was			Completed in Q1.		
									due to the loss of a leader who oversteered			Completed in Q1.		
									our fantasy! In Q2 officers spent a good			Completed in Q1.		
									amount of time trying to get clients re-			Completed in Q1.		
									established and referred to different groups			Completed in Q1.		
									The holidays also seemed to make this			Completed in Q1.		
									more difficult for clients. Staff did well at			Completed in Q1.		
									documenting these efforts for clients who			Completed in Q1.		
									were impacted and for new clients needing			Completed in Q1.		
									referred to 12 step groups. Feedback: It			Completed in Q1.		
									sounds as though there have been quite a			Completed in Q1.		
									few moments that have impacted not			Completed in Q1.		
									only clients but also officers. I'm hopeful			Completed in Q1.		
									with warmer weather on the way and			Completed in Q1.		
									getting past major holidays will shine new			Completed in Q1.		
									light on things for everyone.			Completed in Q1.		
												</		



### Creating the Agency Case Plan

Within the Comprehensive Plan Grant Application, each funded agency agreed to provide complete and accurate data to the Kansas Department of Corrections (KDOC) regarding their initiatives for the upcoming fiscal year. Quarterly and Year-End Outcome Reports achieve this requirement by providing updates on the progress of an agency's stated goals and action steps they've identified in their Agency Case Plan.

KDOC utilizes an article titled "*Implementing Evidence-Based Practice in Community Corrections: The Principles of Effective Intervention*," by the Crime and Justice Institute to identify best practices for developing an agency case plan that is rooted in increasing an agency's successful supervision of clients. The article found below details the framework for the eight evidence-based principles of effective interventions.

When completing the required case plan, agencies will need to select a minimum of three principles to focus on for their upcoming fiscal year. Agencies may choose from any of the eight principles to develop their goals from. Agencies may create additional goals that are separate from the eight principles if desired once they've met the minimum requirement of three principles.

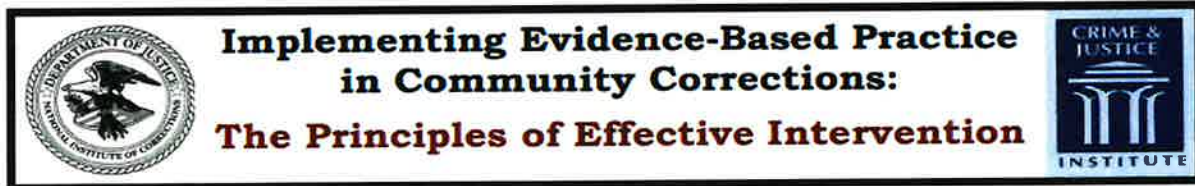
On a quarterly basis, grant awardees are required to submit their updated agency case plan document detailing the progress, challenges, and modifications to their plan.

Quarterly reports and the year-end report are to be uploaded in the grant management software program, Amplifund. Below are the due dates for report submissions in Amplifund. Please note, an accompanying signatory approval page is only required for the year-end report.

**Submission Schedule for Quarterly and Year-End Outcome Reports**

Report Period	Due On or Before	Signatory Approval
1 <sup>st</sup> Quarter: July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 30 <sup>th</sup>	No
2 <sup>nd</sup> Quarter: October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 30 <sup>th</sup>	No
3 <sup>rd</sup> Quarter: January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 30 <sup>th</sup>	No
4 <sup>th</sup> Quarter/Year-End: April 1 <sup>st</sup> – June 30 <sup>th</sup>	October 1 <sup>st</sup>	Yes

\*The Year-End report captures the entire fiscal year, July 1<sup>st</sup> - June 30<sup>th</sup>.



The following framework of principles is listed in developmental order and they are all highly interdependent. For example, offender assessments must consider both risk to reoffend and criminogenic needs, in that order. Research indicates that resources are used more effectively when they are focused on higher-risk rather than lower-risk offenders, therefore considering offenders' risk to reoffend prior to addressing criminogenic needs allows agencies to target resources on higher-risk offenders (*see Appendix B*).

#### Eight Evidence-Based Principles for Effective Interventions

1. Assess Actuarial Risk/Needs.
2. Enhance Intrinsic Motivation.
3. Target Interventions.
  - a. **Risk Principle:** Prioritize supervision and treatment resources for higher risk offenders.
  - b. **Need Principle:** Target interventions to criminogenic needs.
  - c. **Responsivity Principle:** Be responsive to temperament, learning style, motivation, culture, and gender when assigning programs.
  - d. **Dosage:** Structure 40-70% of high-risk offenders' time for 3-9 months.
  - e. **Treatment:** Integrate treatment into the full sentence/sanction requirements.
4. Skill Train with Directed Practice (use Cognitive Behavioral treatment methods).
5. Increase Positive Reinforcement.
6. Engage Ongoing Support in Natural Communities.

7. Measure Relevant Processes/Practices.

8. Provide Measurement Feedback.

### 1) Assess Actuarial Risk/Needs.

Develop and maintain a complete system of ongoing offender risk screening / triage and needs assessments. Assessing offenders in a reliable and valid manner is a prerequisite for the effective management (i.e.: supervision and treatment) of offenders. Timely, relevant measures of offender risk and need at the individual and aggregate levels are essential for the implementation of numerous principles of best practice in corrections, (e.g., risk, need, and responsivity). Offender assessments are most reliable and valid when staff are formally trained to administer tools. Screening and assessment tools that focus on dynamic and static risk factors, profile criminogenic needs, and have been validated on similar populations are preferred. They should also be supported by sufficiently detailed and accurately written procedures.

Offender assessment is as much an ongoing function as it is a formal event. Case information that is gathered informally through routine interactions and observations with offenders is just as important as formal assessment guided by instruments. Formal and informal offender assessments should reinforce one another. They should combine to enhance formal reassessments, case decisions, and working relations between practitioners and offenders throughout the jurisdiction of supervision.

(Andrews, et al, 1990; Andrews & Bonta, 1998; Gendreau, et al, 1996; Kropp, et al, 1995; Meehl, 1995; Clements, 1996)

#### Questions to Ask:

- *Does the assessment tool we're using measure for criminogenic risk and need?*
- *How are officers trained to conduct the assessment interview?*
- *What quality assurance is in place to ensure that assessments are conducted appropriately?*
- *How is the assessment information captured and used in the development of case plans?*

## Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)

### 2) Enhance Intrinsic Motivation.

Staff should relate to offenders in interpersonally sensitive and constructive ways to enhance intrinsic motivation in offenders. Behavioral change is an *inside job*; for lasting change to occur, a level of intrinsic motivation is needed. Motivation to change is dynamic and the probability that change may occur is strongly influenced by interpersonal interactions, such as those with probation officers, treatment providers, and institution staff. Feelings of ambivalence that usually accompany change can be explored through motivational interviewing, a style and method of communication used to help people overcome their ambivalence regarding behavior changes. Research strongly suggests that motivational interviewing techniques, rather than persuasion tactics, effectively enhance motivation for initiating and maintaining behavior changes.

(Miller & Rollnick, 2002; Miller & Mount, 2001; Harper & Hardy, 2000; Ginsburg, et al, 2002; Ryan & Deci, 2000)

#### Questions to Ask:

- *Are officers and program staff trained in motivational interviewing techniques?*
- *What quality assurance is in place?*
- *Are staff held accountable for using motivational interviewing techniques in their day-to-day interactions with offenders?*

### 3) Target Interventions.

- A. **RISK PRINCIPLE:** Prioritize supervision and treatment resources for higher risk offenders.
- B. **NEED PRINCIPLE:** Target interventions to criminogenic needs.
- C. **RESPONSIVITY PRINCIPLE:** Be responsive to temperament, learning style, motivation, gender, and culture when assigning to programs.
- D. **DOSAGE:** Structure 40-70% of high-risk offenders' time for 3-9 months.
- E. **TREATMENT PRINCIPLE:** Integrate treatment into the full sentence/sanction requirements.

#### a) Risk Principle

Prioritize primary supervision and treatment resources for offenders who are at higher risk to re-offend. Research indicates that supervision and treatment resources that are focused on lower-risk offenders tend to produce little if any net positive effect on recidivism rates. Shifting these resources to higher risk offenders promotes harm-reduction and public safety because these offenders have greater need for pro-social skills and thinking, and are more likely to be frequent offenders. Reducing the recidivism rates of these higher risk offenders reaps a much larger *bang-for-the-buck*.

Successfully addressing this population requires smaller caseloads, the application of well developed case plans, and placement of offenders into sufficiently intense cognitive-behavioral interventions that target their specific criminogenic needs.



(Gendreau, 1997; Andrews & Bonta, 1998; Harland, 1996; Sherman, et al, 1998; McGuire, 2001, 2002)

#### b) Criminogenic Need Principle

Address offenders' greatest criminogenic needs. Offenders have a variety of needs, some of which are directly linked to criminal behavior. These criminogenic needs are dynamic risk factors that, when addressed or changed, affect the offender's risk for recidivism. Examples of criminogenic needs are: criminal personality; antisocial attitudes, values, and beliefs; low self control; criminal peers; substance abuse; and dysfunctional family. Based on an assessment of the offender, these criminogenic needs can be prioritized so that services are focused on the greatest criminogenic needs.

(Andrews & Bonta, 1998; Lipton, et al, 2000; Elliott, 2001; Harland, 1996)

(Continued on pg 5)

## **Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)**

(Continued from pg 4)

#### c) Responsivity Principle

Responsivity requires that we consider individual characteristics when matching offenders to services. These characteristics include, but are not limited to: culture, gender, motivational stages, developmental stages, and learning styles. These factors influence an offender's responsiveness to different types of treatment.

The principle of responsivity also requires that offenders be provided with treatment that is proven effective with the offender population. Certain treatment strategies, such as cognitive-behavioral methodologies, have consistently produced reductions in recidivism with offenders under rigorous research conditions.

Providing appropriate responsivity to offenders involves selecting services in accordance with these factors, including:

- a) Matching treatment type to offender; and
- b) Matching style and methods of communication with offender's stage of change readiness.

(Guerra, 1995; Miller & Rollnick, 1991; Gordon, 1970; Williams, et al, 1995)

#### d) Dosage

Providing appropriate doses of services, pro-social structure, and supervision is a strategic application of resources. Higher risk offenders require significantly more initial structure and services than lower risk offenders. During the initial three to nine months post-release, 40%-70% of their free time should be clearly occupied with delineated routine and appropriate services, (e.g., outpatient treatment, employment assistance, education, etc.) Certain offender subpopulations (e.g., severely mentally ill, chronic dual diagnosed, etc.) commonly require strategic, extensive, and extended services. However, too often individuals within these subpopulations are neither explicitly identified nor provided a coordinated package of supervision/services. The evidence indicates that incomplete or uncoordinated approaches can have negative effects, often wasting resources.

(Palmer, 1995; Gendreau & Goggin, 1995; Steadman, 1995; Silverman, et al, 2000)

#### e) Treatment Principle

Treatment, particularly cognitive-behavioral types, should be applied as an integral part of the sentence/sanction process. Integrate treatment into sentence/sanction requirements through assertive case management (taking a proactive and strategic approach to supervision and case planning). Delivering targeted and timely treatment interventions will provide the greatest long-term benefit to the community, the victim, and the offender. This does not necessarily apply to lower risk offenders, who should be diverted from the criminal justice and corrections systems whenever possible.

(Palmer, 1995; Clear, 1981; Taxman & Byrne, 2001; Currie, 1998; Petersilia, 1997, 2002; Andrews & Bonta, 1998)

#### **Questions to Ask:**

- *How do we manage offenders assessed as low risk to reoffend?*
- *Does our assessment tool assess for criminogenic need?*
- *How are criminogenic risk and need information incorporated into offender case plans?*
- *How are offenders matched to treatment resources?*
- *How structured are our caseplans for offenders, especially during the three to nine month period in the community after leaving an institution?*
- *How are staff held accountable for using assessment information to develop a case plan and then subsequently using that caseplan to manage an offender?*

## **Eight Principles for Evidence-Based Practice (EBP) in**



## Community Corrections (con't.)

### 4) Skill Train with Directed Practice (using cognitive-behavioral treatment methods).

Provide evidence-based programming that emphasizes cognitive-behavioral strategies and is delivered by well trained staff. To successfully deliver this treatment to offenders, staff must understand antisocial thinking, social learning, and appropriate communication techniques. Skills are not just taught to the offender, but are practiced or role-played and the resulting pro-social attitudes and behaviors are positively reinforced by staff. Correctional agencies should prioritize, plan, and budget to predominantly implement programs that have been scientifically proven to reduce recidivism.

(Mihalic, et al, 2001; Satchel, 2001; Miller & Rollnick, 2002; Lipton, et al, 2000; Lipsey, 1993; McGuire, 2001, 2002; Aos, 2002)

#### Questions to Ask:

- *How are social learning techniques incorporated into the programs we deliver?*
- *How do we ensure that our contracted service providers are delivering services in alignment with social learning theory?*
- *Are the programs we deliver and contract for based on scientific evidence of recidivism reduction?*

### 5) Increase Positive Reinforcement.

When learning new skills and making behavioral changes, human beings appear to respond better and maintain learned behaviors for longer periods of time, when approached with *carrots* rather than *sticks*. Behaviorists recommend applying a much higher ratio of positive reinforcements to negative reinforcements in order to better achieve sustained behavioral change. Research indicates that a ratio of *four positive to every one negative* reinforcement is optimal for promoting behavior changes. These rewards do not have to be applied consistently to be effective (as negative reinforcement does) but can be applied randomly.

Increasing positive reinforcement should not be done at the expense of or undermine administering swift, certain, and real responses for negative and unacceptable behavior. Offenders having problems with responsible self-regulation generally respond positively to reasonable and reliable additional structure and boundaries. Offenders may initially overreact to new demands for accountability, seek to evade detection or consequences, and fail to recognize any personal responsibility. However, with exposure to clear rules that are consistently (and swiftly) enforced with appropriate graduated consequences, offenders and people in general, will tend to comply in the direction of the most rewards and least punishments. This type of extrinsic motivation can often be useful for beginning the process of behavior change.

(Gendreau & Goggin, 1995; Meyers & Smith, 1995; Higgins & Silverman, 1999; Azrin, 1980; Bandura et al, 1963; Bandura, 1996)

#### Questions to Ask:

- *Do we model positive reinforcement techniques in our day-to-day interactions with our co-workers?*
- *Do our staff understand and use the four-to-one theory in their interactions with offenders?*

### 6) Engage On-going Support in Natural Communities.

Realign and actively engage pro-social supports for offenders in their communities. Research indicates that many successful interventions with extreme populations (e.g., inner city substance abusers, homeless, dual diagnosed) actively recruit and use family members, spouses, and supportive others in the offender's immediate environment to positively reinforce desired new behaviors. This Community Reinforcement Approach (CRA) has been found effective for a variety of behaviors (e.g., unemployment, alcoholism, substance abuse, and marital conflicts). In addition, relatively recent research now indicates the efficacy of twelve step programs, religious activities, and restorative justice initiatives that are geared towards improving bonds and ties to pro-social community members.

(Azrin, & Besalel, 1980; Emrick et al, 1993; Higgins & Silverman, 1999; Meyers & Smith, 1997; Wallace, 1989; Project MATCH Research Group, 1997; Bonta et al, 2002; O'Connor & Perryclear, 2003; Ricks, 1974; Clear & Sumter, 2003; Meyers et al, 2002)

#### Questions to Ask:

- *Do we engage community supports for offenders as a regular part of case planning?*
- *How do we measure our community network contacts as they relate to an offender?*

## Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)

### 7) Measure Relevant Processes/Practices.

Accurate and detailed documentation of case information, along with a formal and valid mechanism for measuring outcomes, is the foundation of evidence-based practice. Agencies must routinely assess offender change in cognitive and skill development, and evaluate offender recidivism, if services are to remain effective.

In addition to routinely measuring and documenting offender change,

#### Questions to Ask:

- *What data do we collect regarding offender assessment and case management?*
- *How do we measure incremental offender change while they are*



staff performance should also be regularly assessed. Staff that are periodically evaluated for performance achieve greater fidelity to program design, service delivery principles, and outcomes. Staff whose performance is not consistently monitored, measured, and subsequently reinforced work less cohesively, more frequently at cross-purposes and provide less support to the agency mission.

(Henggeler et al, 1997; Milhalic & Irwin, 2003; Miller, 1988; Meyers et al, 1995; Azrin, 1982; Meyers, 2002; Hanson & Harris, 1998; Waltz et al, 1993; Hogue et al, 1998; Miller & Mount, 2001; Gendreau et al, 1996; Dilulio, 1993)

*OFFENDER CHANGE: How are they all under supervision?*

- *What are our outcome measures and how do we track them?*
- *How do we measure staff performance? What data do we use? How is that data collected?*

## 8) Provide Measurement Feedback.

Once a method for measuring relevant processes / practices is in place (principle seven), the information must be used to monitor process and change. Providing feedback to offenders regarding their progress builds accountability and is associated with enhanced motivation for change, lower treatment attrition, and improved outcomes (e.g., reduced drink/drug days; treatment engagement; goal achievement).

The same is true within an organization. Monitoring delivery of services and fidelity to procedures helps build accountability and maintain integrity to the agency's mission. Regular performance audits and case reviews with an eye toward improved outcomes, keep staff focused on the ultimate goal of reduced recidivism through the use of evidence-based principles.

### Questions to Ask:

- *How is information regarding offender change and outcomes shared with officers? With offenders?*
- *With whom do we share information regarding outcome measures?*
- *How is staff performance data used in the performance evaluation process?*

(Miller, 1988; Project Match Research Group, 1997; Agostinelli et al, 1995; Alvero et al, 2001; Baer et al, 1992; Decker, 1983; Luderman, 1991; Miller, 1995; Zemke, 2001; Elliott, 1980)

## Eight Principles for Evidence-Based Practice (EBP) in Community Corrections (con't.)

### Conclusion

Aligning these evidence-based principles with the core components of an agency is a consummate challenge and will largely determine the impact the agency has on sustained reductions in recidivism. In order to accomplish this shift to an outcome orientation, practitioners must be prepared to dedicate themselves to a mission that focuses on achieving sustained reductions in recidivism. The scientific principles presented in this document are unlikely to produce a mandate for redirecting and rebuilding an agency's mission by themselves. Leadership in organizational change and collaboration for systemic change are also necessary.

The framework of principles and the developmental model they comprise can and should be operationalized at three critical levels: 1) the individual case; 2) the agency; and 3) the system. At each of these levels thorough, comprehensive, and strategic planning will be necessary in order to succeed. Identifying, prioritizing, and formulating well-timed plans for addressing such particular issues are tasks requiring system collaboration and a focus on organizational development.

A final caveat here is a caution about implementation; the devil's in the details. Though the track record for program implementation in corrections may not be especially stellar, there is helpful literature regarding implementation principles. Prior to embarking on any implementation or strategic planning project, a succinct review of this literature is recommended (Mihalic & Irwin, 2003; Ellickson et al, 1983; Durlak, 1998; Gendreau et al, 1999; Gottfredson et al, 2000; Henggeler et al, 1997; Harris & Smith, 1996).

## FY25 Case Plan Feedback

### Agency: 1st JD Leavenworth County Community Corrections

Overall, excellent job at tying together the Agency Plan section of the grant with what you identified in the Agency Case Plan (excel document). You can very easily see the connection between the two which is the desired result.

The agency states their areas of focus with clients will be in the domains of: criminal history, companions, family/marital, attitudes, and drugs/alcohol domains. I would encourage the agency focuses on the "Big 4" domains that research has shown provides the greatest impact at behavior change. Big 4 being, procriminal attitude/orientation, antisocial pattern, companions, and family/marital.

Although research has identified criminal history as one of the eight most influential criminogenic needs, additional research has shown not to focus on criminal history because it is considered a static factor – that is, it cannot be changed. Instead, research supports focusing on dynamic factors – those that are changeable.

Substance misuse, employment, and education can influence law violations but not as much as the Big 4. Some of the less influential criminogenic needs are derivatives of the four most influential ones. For example, a poor employment record is often a result of antisocial cognition ("I'm not going to work for minimum wage") or getting fired due to poor anger management or problem-solving skills (antisocial personality/temperament). In such cases, employment issues will not get resolved until the more influential needs are addressed.

**Goal #1:** I wonder if the third action step should be rewritten to modify the 30-day timeframe as a risk assessment needs to be completed within 45 days. One idea could be, 'upon the risk assessment being completed, staff will have X amount of time to complete the referral, etc.'

**Goal #2:** Your first few action steps state within 30 days, is this 30 days after the sentencing date/risk assessment completed or within 30 days of starting supervision. More clarification is needed, and in addition be mindful that case plans cannot be completed until a risk assessment is completed. Current KDOC standards require the assessment and case plan to be created within 45 days of sentencing.

Additional action steps may be needed to address introducing this practice with staff, such as explain/remind the reasoning of dosage. How they will track it, if the time management sheet is not created yet, this will be an action step that is needed. I see the last action step listed in the goal could address some of that and if that is the intent, I'd suggest moving it toward the top of the action steps as that would be something to address at the start of this goal.

A bulk of the current goals are reliant on work being done in programming groups. I think it's important for staff to work with clients in addition to referral to programming, focus given to the work that can be done one on one with the client. Staff have many opportunities to reinforce the skills and tools being given in programming and additional exposure for the client to increase said skills are important and also count towards dosage. Is this something that could be explored and monitored as well by creating an additional goal and/or action steps?

**Goal #3:** Similar to Goal #2, what is the within 30 days from? Clarification is needed.

**Goal #5:** Perhaps in addition to distributing the updated resource list, that action step could include explanation provided to staff on the purpose and expectations of positive support group and how it will be monitored. Is there a document already created the ISO II will use to track staff compliance with positive support or is that needed? If needed, that can be an added action step.



**Leavenworth County  
Request for Board Action  
Case No. DEV-25-085/086  
Preliminary & Final Plat Maples Meadows**

**Date:** September 24, 2025  
**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 Request:**

Chairman, I find that the proposed Final Plat as outlined in case DEV-25-086 is compliant with the County Zoning & 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.

**Analysis:** The applicant is proposing to divide a 29-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1, as proposed, is a 23.86-acre lot that does not comply with the Lot-Depth to Lot-Width requirement. Lot 2 is a 5.25-acre lot that is compliant with the zoning and subdivision regulations. During the Preliminary Plat phase, exceptions were granted for:

1. Exception to Article 50, Section 40.3.i. Lot-Depth to Lot-Width

The final plat meets the standards set forth in the Leavenworth County Zoning and Subdivision Regulations with the approved exception.

**Recommendation:** The Planning Commission voted 8-0 (1 absent) to recommend approval of Case No.DEV-25-086, Final Plat for Maples Meadows, subject to conditions.

**Alternatives:**

1. Approve Case No. DEV-25-086, Final Plat for Maples Meadows, with Findings of Fact, and with or without conditions; or
2. Deny Case No. DEV-25-086, Final Plat for Maples Meadows, with Findings of Fact; or
3. Revise or Modify the Planning Commission Recommendation to Case No. DEV-25-086, Final Plat for Maples Meadows 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, Plat, Planning Commission Minutes

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-25-085/086 Maples Meadows

September 10, 2025

**REQUEST:** *Regular Agenda*

☒ Preliminary Plat      ☒ Final Plat

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY:** 21453 203<sup>rd</sup> Street

**APPLICANT/APPLICANT AGENT:**

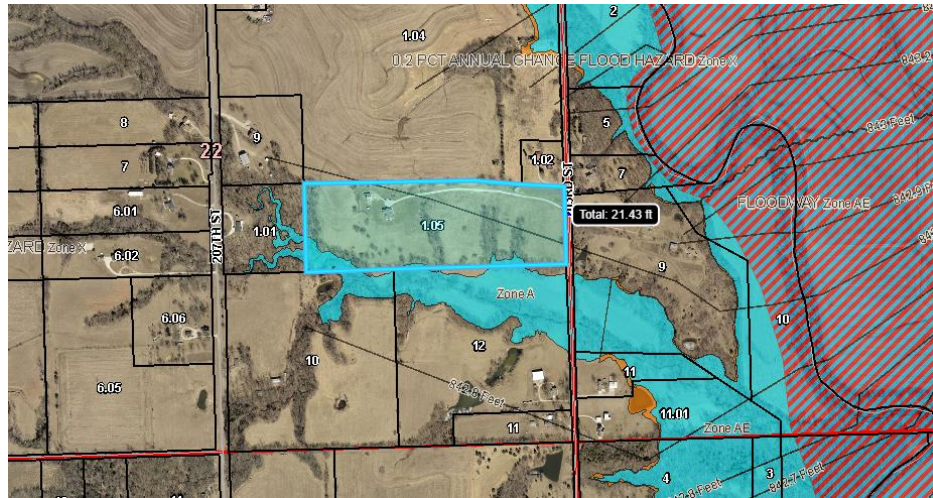
JOE HERRING  
HERRING SURVEYING  
315 N. 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**

Charles & Michelle Maples  
21453 203<sup>rd</sup> Street  
Tonganoxie, KS 66086

**CONCURRENT APPLICATIONS:**

NONE



**LEGAL DESCRIPTION:**

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., in Leavenworth County Kansas.

**LAND USE**

**ZONING:** RR-5

**FUTURE LAND USE DESIGNATION:**

Residential (2.5-acre min) &  
Residential Estate (5-acre min)

**SUBDIVISION:** N/A

**FLOODPLAIN:** Zone A

**STAFF RECOMMENDATION:** APPROVAL WITH CONDITIONS

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-25-085 & 086, Preliminary & Final Plat for Maples Meadows, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-25-085 & 086, Preliminary & Final Plat for Maples Meadows to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

**PARCEL SIZE:** 28.3 ACRES

**PARCEL ID NO:**

145-22-0-00-00-001.05

**BUILDINGS:**

Single-family residence and accessory structure

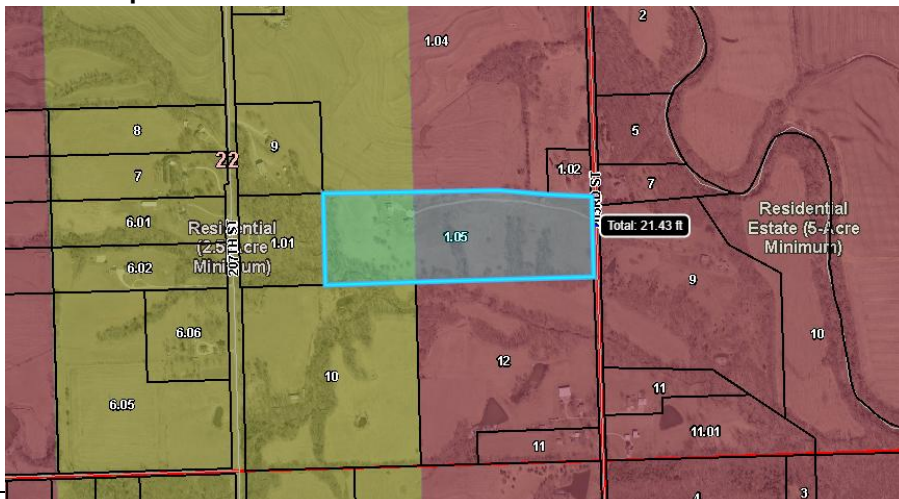
**PROJECT SUMMARY:**

Request for preliminary and final plat approval to subdivide property located at 21453 203<sup>rd</sup> Street as Lots 1 & 2 of Maples Meadows.

**ACCESS/STREET:**

203<sup>rd</sup> Street - Local, Gravel ± 22'

**Location Map: FUTURE LAND USE DESIGNATION**



**UTILITIES**

**SEWER:** PRIVATE SEPTIC

**FIRE:** Stranger

**WATER:** RWD 9

**ELECTRIC:** FREESTATE

**NOTICE & REVIEW:**

**STAFF REVIEW:**

8/29/2025

**NEWSPAPER NOTIFICATION:**

N/A

**NOTICE TO SURROUNDING  
PROPERTY OWNERS:**

N/A



<b>STANDARDS TO BE CONSIDERED:</b> <i>Type content in each if necessary (delete this afterwards)</i>			
<b>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</b>		<b>Met</b>	<b>Not Met</b>
35-40	<b>Preliminary Plat Content</b>	X	
40-20	<b>Final Plat Content</b>	X	
41-6	<b>Access Management</b>	X	
41-6.B.a-c.	<b>Entrance Spacing</b>	X	
41-6.C.	<b>Public Road Access Management Standards</b>	X	
43	<b>Cross Access Easements</b>	N/A	
50-20	<b>Utility Requirements</b>	X	
50-30	<b>Other Requirements</b>	X	
50-40	<b>Minimum Design Standards</b>		X
	An exception from Article 50, Sec. 40.3.i. Lot-depth to lot-width for Lot 1 is needed.		
50-50	<b>Sensitive Land Development</b>	N/A	
50-60.	<b>Dedication of Reservation of Public Sites and Open Spaces</b>	N/A	

#### **STAFF COMMENTS:**

The applicant is proposing to divide a 29-acre parcel into two (2) lots. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Lot 1, as proposed, is a 23.86-acre lot that does not comply with the Lot-Depth to Lot-Width requirement. Lot 2 is a 5.25-acre lot that is compliant with the zoning and subdivision regulations.

#### **EXCEPTIONS:**

The applicant has requested an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width. The criteria for the acceptance of an exception is as follows:

1. That there are special circumstances or conditions affecting the property.
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to the adjacent property.

*Motion: The Planning Commission hereby (approves/denies) an exception from Article 50, Section 40.3.i. – Lot-Depth to Lot-Width conformance with the Zoning & Subdivision Regulations for the Maples Meadows subdivision, as submitted by the application, based on a finding that all three criteria for an exception has been met.*

#### **PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available. If the infrastructure is not available to support fire hydrants, a letter from the Water District stating such must be provided prior to any building permit being issued.

5. An exception from Article 50, Section 40.3.i. Lot-Depth to Lot-Width has been approved for Lot 1.
6. The developer must comply with the following memorandums:
  - Memo – Public Works, dated September 3, 2025
  - Memo – Survey, dated August 28, 2025
  - Memo – Planning & Zoning, dated August 29, 2025

**ATTACHMENTS:**

- A: Application & Narrative
- B: Zoning Map
- C: Road Map (A minimum of 1/4 mile)
- D: Memorandums



~~FINAL &~~  
**PRELIMINARY PLAT APPLICATION**  
Leavenworth County Planning and Zoning Department  
300 Walnut St., Suite 212  
Leavenworth, Kansas  
913-684-0465

\* Fine  
\* Water  
\* ~~Electric~~  
\* Big copy

Office Use Only	
Township: _____	Planning Commission Meeting Date: _____
Case No. _____	Date Received/Paid: _____
Zoning District _____ Comprehensive Plan Land Use Designation: _____	

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Charles and Michelle Maples</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS: <u>21453 203rd Street</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP: <u>Tonganoxie, KS 66048</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL: <u>herringsurveying@outlook.com</u>	EMAIL: <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: MAPLES MEADOW

Address of Property: 21453 203rd Street

PID: 145-22-0-00-00-001.05 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
Gross Acreage: <u>29 AC</u>	Number of Lots: <u>2</u>	Minimum Lot Size: <u>5.25</u>
Maximum Lot Size: <u>23.86 AC</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 9</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Stranger</u>	Electric Provider: <u>Freestate</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? ☒ Yes ☐ No if yes, what is the panel number: 20103C0225G

I, the undersigned, am the 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 final plat approval as indicated above.

Signature: Joe Herring - digitally signed 7-24-25

Date: 7-24-25

**ATTACHMENT A**



FINAL &  
~~PRELIMINARY~~ PLAT APPLICATION  
Leavenworth County Planning and Zoning Department  
300 Walnut St., Suite 212  
Leavenworth, Kansas  
913-684-0465

Office Use Only	
Township: _____	Planning Commission Meeting Date: _____
Case No. _____	Date Received/Paid: _____
Zoning District _____	Comprehensive Plan Land Use Designation: _____

APPLICANT/AGENT INFORMATION	OWNER INFORMATION
NAME: <u>Herring Surveying Company</u>	NAME: <u>Charles and Michelle Maples</u>
MAILING ADDRESS: <u>315 North 5th Street</u>	MAILING ADDRESS <u>21453 203rd Street</u>
CITY/ST/ZIP: <u>Leavenworth, KS 66048</u>	CITY/ST/ZIP <u>Tonganoxie, KS 66048</u>
PHONE: <u>913-651-3858</u>	PHONE: <u>N/A</u>
EMAIL : <u>herringsurveying@outlook.com</u>	EMAIL <u>N/A</u>

**GENERAL INFORMATION**

Proposed Subdivision Name: MAPLES MEADOW

Address of Property: 21453 203rd Street

PID: 145-22-0-00-00-001.05 Urban Growth Management Area: N/A

SUBDIVISION INFORMATION		
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Maximum Lot Size: <u>23.86 AC</u>	Proposed Zoning: <u>RR-5</u>	Density: <u>N/A</u>
Open Space Acreage: <u>N/A</u>	Water District: <u>RWD 9</u>	Proposed Sewage: <u>Septic</u>
Fire District: <u>Stranger</u>	Electric Provider: <u>Freestate</u>	Natural Gas Provider: <u>Propane</u>
Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Road Classification: <u>Local - Collector - Arterial - State - Federal</u>	
	Cross-Access Easement Requested: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
List of all Requested Exceptions: <i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i>	1. _____	
	2. _____	
	3. _____	
	4. _____	
	5. _____	

Is any part of the site designated as Floodplain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if yes, what is the panel number: <u>20103C0225G</u>	
I, the undersigned, am the owner, <u>duly authorized agent</u> , 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 final plat approval as indicated above.	
Signature: <u>Joe Herring - digitally signed 7-24-25</u>	Date: <u>7-24-25</u>

**ATTACHMENT A**



AFFIDAVIT

Authorization of Contractors or Individuals to Act as Agents of a Landowner  
COUNTY OF LEAVENWORTH  
STATE OF KANSAS

We/I Charles L. Maples and Michelle L. Maples

Being duly sworn, dispose and say that we/I are the owner(s) of said property located at -  
21453 203rd St, Tonganoxie, KS 66086, and that we authorize the  
following people or firms to act in our interest with the Leavenworth County Planning  
and Zoning Department for a period of one calendar year. Additionally, all statements  
herein contained in the information herewith submitted are in all respects true and correct  
to the best of our knowledge and belief.

Authorized Agents (full name, address & telephone number)

1) Joseph A. Herring – Herring Surveying Company 315 N. 5<sup>th</sup> Street, Leavenworth,  
KS 66048, 913-651-3858

2)

Signed and entered this 13 day of May, 2025 913-787-0936

Charles L. Maples, 21453 203rd St, Tonganoxie, KS 66086  
Print Name, Address, Telephone

  
Signature

STATE OF KANSAS )  
 ) SS  
COUNTY OF LEAVENWORTH )

Be it remember that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a notary public in and  
for said County and State came \_\_\_\_\_ to me  
personally known to be the same persons who executed the forgoing instrument of writing, and  
duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand  
and affixed my notary seal the day and year above written.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(seal)

## ARTICLE 56 – EXCEPTIONS

Where in the case of a particular proposed subdivision, it can be shown that strict compliance with the requirements of these regulations would result in extraordinary hardship to the subdivider because of unusual topography or other non-self-inflicted conditions; or that these conditions would result in inhibiting the achievement of the objectives of these regulations; the Planning Commission may vary, modify or waive the requirements so that substantial justice may be done and the public interest secured; provided, that such variance, modification or waiver will not have the effect of nullifying the intent and purpose of these regulations or interfering with carrying out the Comprehensive Plan.

In recommending such variance or exception, the Planning Commission shall find the following:

1. That there are special circumstances or conditions affecting the property.  
Parent tract is irregular shaped being more narrow at the road frontage
2. That the variance or exception is necessary for the reasonable and acceptable development of the property in question.  
Yes - allows for a second house on a platted lot
3. That the granting of the variance or exception will not be detrimental to the public welfare or injurious to adjacent property.

No



## Allison, Amy

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Thursday, September 4, 2025 11:32 AM  
**To:** Allison, Amy  
**Subject:** Fw: Maples meadows - SERVICE VERIFICATION R307826

Resending from July 23 and July 30

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Joe Herring <herringsurveying@outlook.com>  
**Sent:** Wednesday, July 30, 2025 2:27 PM  
**To:** Johnson, Melissa <mjohnson@leavenworthcounty.gov>  
**Subject:** Fw: Maples meadows - SERVICE VERIFICATION R307826

resending

Thank you - Joe Herring

---

J.Herring Inc., dba,Herring Surveying Company  
315 N. 5th Street, Leavenworth, KS 66048  
913-651-3858 - ROCK CHALK!

---

**From:** Shauna Snyder <shauna.snyder@freestate.coop>  
**Sent:** Wednesday, July 23, 2025 7:22 AM  
**To:** pz@leavenworthcounty.gov <pz@leavenworthcounty.gov>  
**Cc:** herringsurveying@outlook.com <herringsurveying@outlook.com>  
**Subject:** RE: Maples meadows - SERVICE VERIFICATION R307826

FreeState Electrical Cooperative will provide power to an additional lot, per the attached land division information, at 21453 203<sup>rd</sup> St (Maples Meadows), parcel R307826, for Charles and Michelle Maples.

**Shauna Snyder**  
Work Order Coordinator



1-800-794-1989 | [www.freestate.coop](http://www.freestate.coop)

---

**From:** Joe Herring <herringsurveying@outlook.com>

**Sent:** Tuesday, July 22, 2025 11:38 AM

**To:** Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>; Shauna Snyder <shauna.snyder@freestate.coop>; Mark B <stfdchief1760@gmail.com>

**Subject:** Maples meadows

---

**Warning:** This message originated outside of the FEC organization. Do not click links or open attachments unless you have validated the sender and know the content is safe. <="" span="">

---

Please send standard service letter for this division of land.

Get [Outlook for Android](#)

## Allison, Amy

---

**From:** Rural Water District 9 lvrwd9 <lvrwd9@gmail.com>  
**Sent:** Thursday, July 31, 2025 12:01 PM  
**To:** Allison, Amy  
**Subject:** Fwd: Maples meadows

Amy, I just noticed that you were not copied on the above email chain. I didn't know if I still needed to respond to your other email or not. Just let me know.

----- Forwarded message -----

**From:** Rural Water District 9 lvrwd9 <[lvrwd9@gmail.com](mailto:lvrwd9@gmail.com)>  
**Date:** Wed, Jul 23, 2025 at 8:27 AM  
**Subject:** Re: Maples meadows  
**To:** Mark B <[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)>  
**Cc:** Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)>, Shauna Snyder <[shauna.snyder@freestate.coop](mailto:shauna.snyder@freestate.coop)>

LVRWD9 has no issues with the plating of 21453 203rd St. Tonganoxie, KS. 66086 at this time.

On Wed, Jul 23, 2025 at 8:08 AM Mark B <[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)> wrote:

Stranger Township Fire Department has no issues with this plat.

Mark Billquist  
Stranger Township Fire Department

On Tue, Jul 22, 2025 at 11:38 AM Joe Herring <[herringsurveying@outlook.com](mailto:herringsurveying@outlook.com)> wrote:  
Please send standard service letter for this division of land.

Get [Outlook for Android](#)

--

**Mark Billquist**  
Stranger Township Fire Chief  
10-33 Foundation National Treasurer  
[913-369-0510](tel:913-369-0510) mobile  
[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***Step up and become the first line of defense as a mental health resource by asking four simple words, "How are you doing?"***

--

Thanks and have a great day,





**Karen Armstrong**  
District Manager  
913-845-3571

--  
Thanks and have a great day,



**Karen Armstrong**  
District Manager  
913-845-3571

## Allison, Amy

---

**From:** Mark B <stfdchief1760@gmail.com>  
**Sent:** Thursday, July 31, 2025 4:00 PM  
**To:** Allison, Amy  
**Cc:** Magaha, Chuck; Miller, Jamie; Dedeke, Andrew; Brown, Misty; Khalil, Jon; San, Soma; linedepartment@freestate.coop; lvrwd9@gmail.com; PZ  
**Subject:** Re: DEV-25-085/086 Preliminary and Final Plat – Maples Meadows

Stranger Township Fire Department has no issues with this application.

Let me know if you have any questions.

Mark Billquist  
Stranger Township Fire Chief

On Thu, Jul 31, 2025 at 10:51 AM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision located at 21453 203<sup>rd</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 Thursday, August 14, 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 and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.*

--

**Mark Billquist**

Stranger Township Fire Chief

10-33 Foundation National Treasurer

[913-369-0510](tel:913-369-0510) mobile

[stfdchief1760@gmail.com](mailto:stfdchief1760@gmail.com)

***Step up and become the first line of defense as a mental health resource by asking four simple words, "How are you doing?".***



MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

RECORD DESCRIPTION:  
A tract of land in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Northwest corner of the Southeast Quarter; thence North 88 degrees 34'31" East for a distance of 658.89 feet along the North line of said Southeast Quarter; thence South 01 degrees 40'02" East for a distance of 660.76 feet to the TRUE POINT OF BEGINNING; thence North 89 degrees 35'58" East for a distance of 518.58 feet; thence North 88 degrees 53'36" East for a distance of 750.25 feet; thence South 87 degrees 11'31" East for a distance of 380.92 feet; thence South 88 degrees 35'24" East for a distance of 330.00 feet to the East line of said Southeast Quarter; thence South 01 degrees 46'01" East for a distance of 601.33 feet along said East line; thence South 88 degrees 31'47" West for a distance of 1978.97 feet; thence North 01 degrees 40'02" West for a distance of 660.76 feet to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 29.11 acres, more or less, including road right of way.  
Error of Closure - 1 : 90272

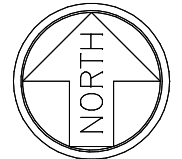
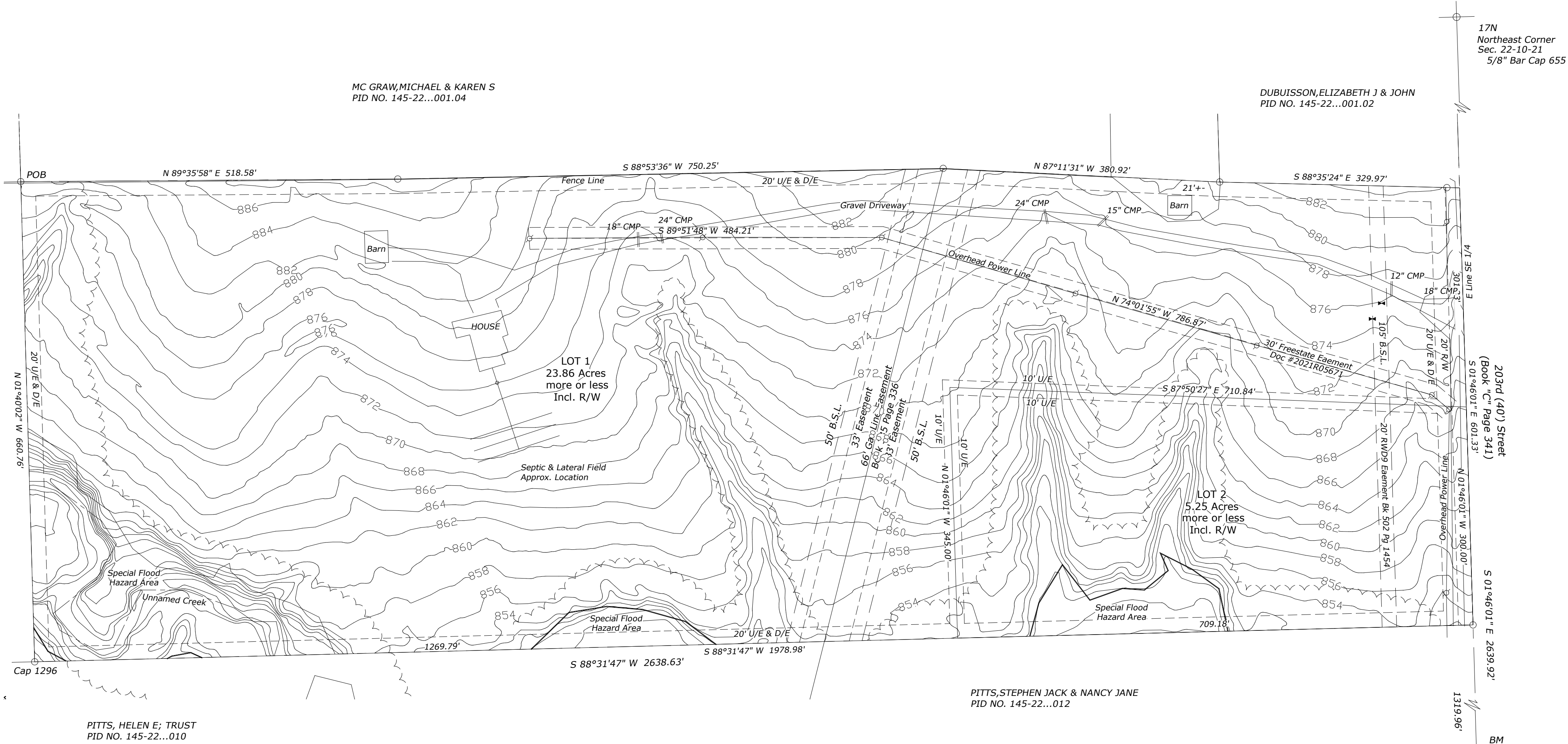
RESTRICTIONS:  
1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.  
2) An Engineered Waste Disposal System may be required due to poor soil conditions.  
3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.  
4) Lots are subject to the current Access Management Policy  
5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.  
6) An exception to Article 50, Section 40.3.1. Lot-Depth to Lot-Width has been granted for Lot 1  
7) Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.  
8) No off-plat restrictions.

ZONING:  
RR-5 - Rural Residential 5

NOTES:  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Record Description  
5) Basis of Bearing - KS SPC North Zone 1501  
6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
Project Benchmark (BM) - SE COR SE 1/4 Section 22 - Elev - 865.5'  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Doc # 2020R04861  
12) Utility Companies -  
- Water - RWD 9  
- Electric - Freestate  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas  
13) Reference Continental Title File Number C25006795 dated June 18, 2025.  
14) Property is in a Special Flood Hazard Area Zone A per FEMA FIRM Map 20103C0225G dated July 16, 2015  
15) Building Setback Lines as shown hereon or noted below  
All side yard setbacks - 15' (Accessory - 15')  
All rear yard setbacks - 40' (Accessory - 15')  
16) Existing Structures, if any, shown in approximate location.  
17) Fence Lines do not necessarily denote the boundary line for the property.  
18) Reference Surveys:  
DGW - D.G.White - S-12 #60, 1988 NKA 1988S060  
S-14 #87, 1992 NKA 1992S087  
JAH - J.A.Herring - Doc # 2018S069  
Doc # 2019S007, 019, & 025  
LINCOLN FARMS ESTATES - Doc #2013P00004

LEGEND:  
● - 1/2" Bar Set with Cap No.1296  
○ - 1/2" Bar Found, unless otherwise noted.  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement dedicated this plat  
C - Centerline  
S - Section Line  
BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
///// - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
DIRECTION OF WATER FLOW  
- Power Pole  
X - Fence Line  
OHP - Overhead Power Lines  
T - Underground Telephone/Fiber Optic Line  
◇ - Gas Valve  
- Water Meter/Valve  
- Telephone Pedestal  
6" Water Line - location as per district  
W - Tree/Brush Line

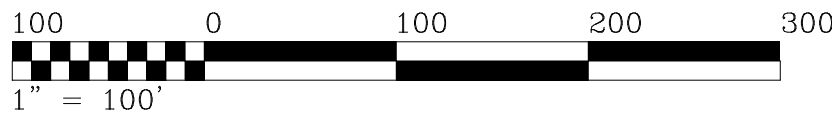
HUDE,NATHAN E & MARILYN  
PID NO. 145-22...001.01



Scale 1" = 100'

Job # K-25-1912  
July 24, 2025 Rev. 8-27-25

J Herring, Inc. (dba)  
HERRING SURVEYING COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@eamcash.com





MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: MAPLES MEADOWS

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of MAPLES MEADOWS have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Charles L. Maples Michelle L. Maples

NOTARY CERTIFICATE:  
Be It remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Charles L. Maples and Michelle L. Maples, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of MAPLES MEADOWS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary John Jacobson Chairman Jeff Spink

COUNTY ENGINEER'S APPROVAL:  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

COUNTY COMMISSION APPROVAL:  
We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of MAPLES MEADOWS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman Mike Smith County Clerk Attest: Fran Keppler

REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock \_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn

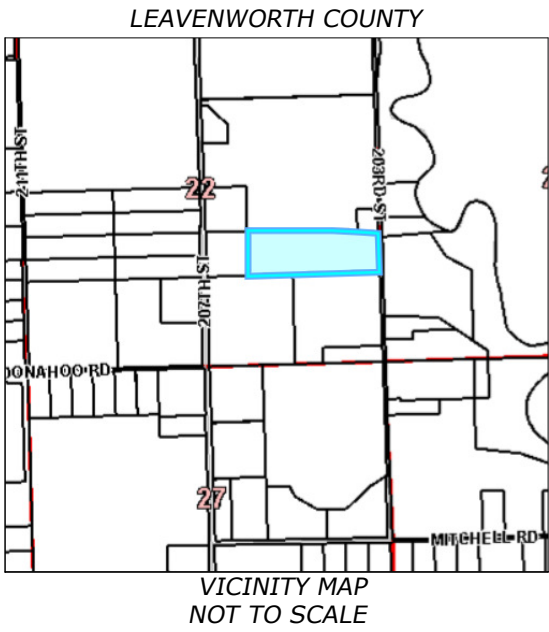
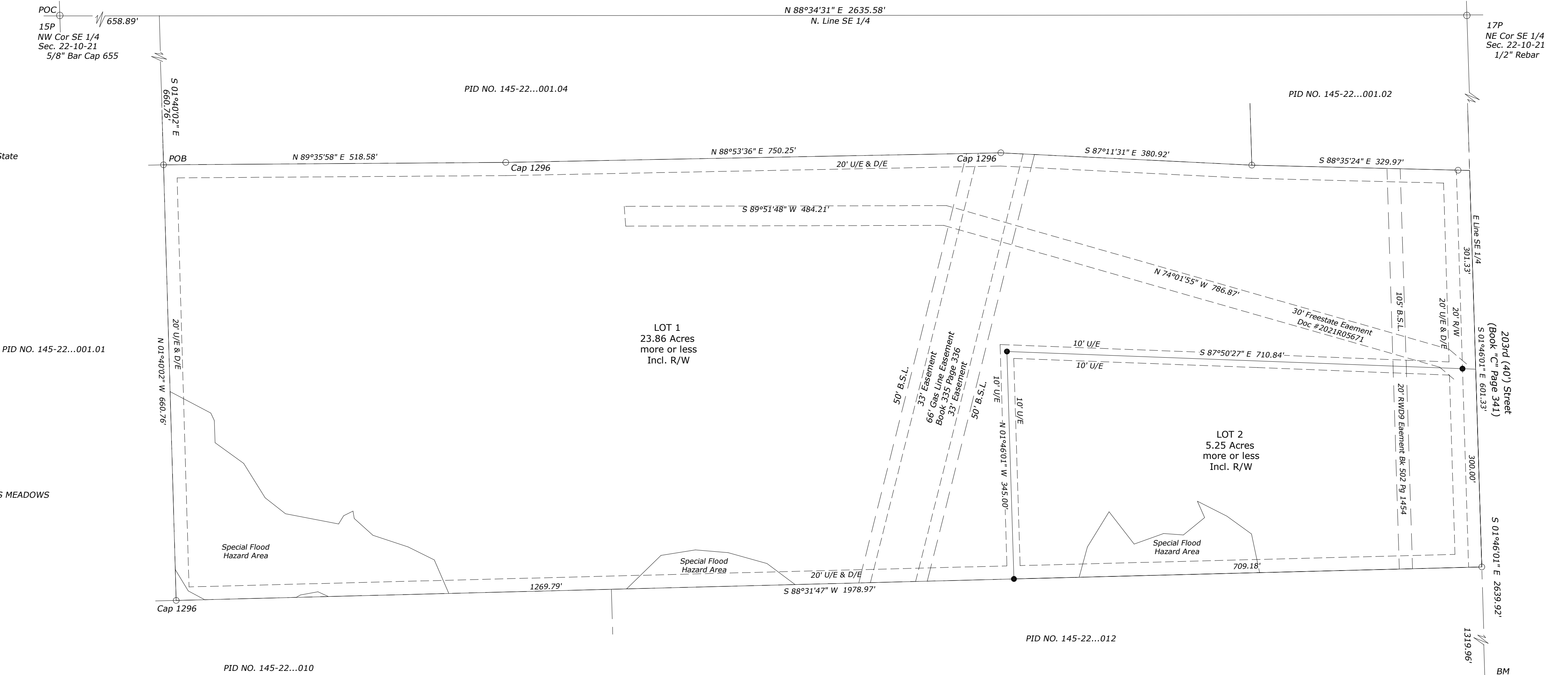
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Error of Closure - 1 : 90272

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- 8) No off-plat restrictions.

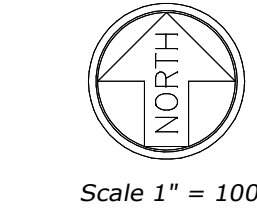
- ZONING:  
RR-5 - Rural Residential 5
- NOTES:  
1) This survey does not show ownership.  
2) All distances are calculated from measurements or measured this survey, unless otherwise noted.  
3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Record Description  
5) Basis of Bearing - KS SPC North Zone 1501  
6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
Project Benchmark (BM) - SE COR SE 1/4 Section 22 - Elev - 865.5'  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Doc # 2020R04861  
12) Utility Companies -  
- Water - RWD 9  
- Electric - Freestate  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas  
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S-14 #87, 1992 NKA 1992S087  
JAH - J.A.Herring - Doc # 2018S069  
Doc # 2019S007, 019, & 025  
LINCOLN FARMS ESTATES - Doc #2013P00004

- LEGEND:  
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○ - 1/2" Bar Found, unless otherwise noted.  
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B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement  
C - Centerline  
S - Section Line  
BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
///// - No Vehicle Entrance Access



I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

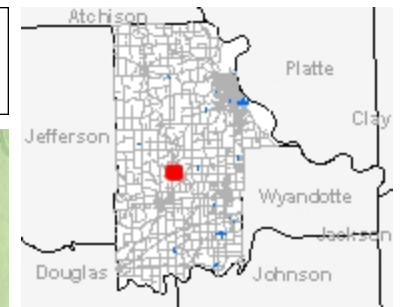
Daniel Baumchen, PS#1363  
County Surveyor



Job # K-25-1912  
July 24, 2025 Rev. 8-27-25  
J Herring, Inc. (dba)  
HERRING SURVEYING COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@leamcash.com

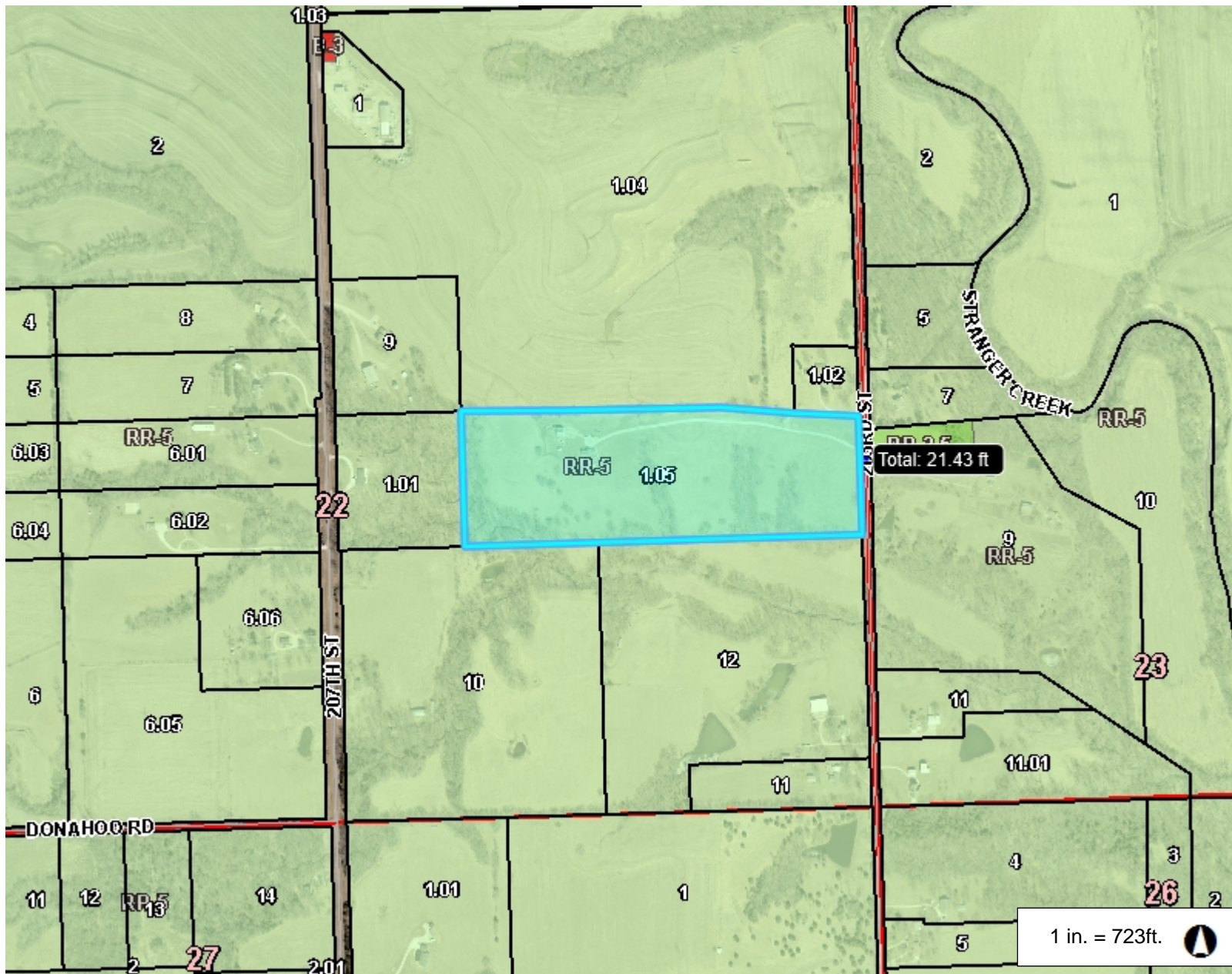


# DEV-25-085/086 Zoning Map



## Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
  - <all other values>
  - PRIVATE
- Railroad
- Section
- Section Boundaries
- County Boundary
- Zoning
  - B-1
  - B-2
  - B-3
  - I-1
  - I-2
  - I-3
  - MXD
  - PC
  - PI
  - PR-1
  - PR-2
  - PR-3



1,446.5 0 723.23 1,446.5 Feet

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

## Notes



## Allison, Amy

---

**From:** Anderson, Kyle  
**Sent:** Tuesday, August 5, 2025 1:26 PM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-25-085/086 Preliminary and Final Plat – Maples Meadows

We have not received any complaints on this property, and the septic system currently installed appears to remain on the same property as the home it services.

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:** Thursday, July 31, 2025 10:51 AM  
**To:** 'Magaha, Chuck' <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; 'Dedeke, Andrew'; Brown, Misty <MBrown@leavenworthcounty.gov>; Khalil, Jon <jkhalil@leavenworthcounty.gov>; San, Soma <SSan@leavenworthcounty.gov>; 'linedepartment@freestate.coop' <linedepartment@freestate.coop>; 'lvrrwd9@gmail.com' <lvrrwd9@gmail.com>; 'stfdchief1760@gmail.com' <stfdchief1760@gmail.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-25-085/086 Preliminary and Final Plat – Maples Meadows

Good Morning,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary and Final Plat for 2-lot subdivision located at 21453 203<sup>rd</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 Thursday, August 14, 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**

MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

CERTIFICATION AND DEDICATION

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: MAPLES MEADOWS

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of MAPLES MEADOWS have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Charles L. Maples Michelle L. Maples

NOTARY CERTIFICATE:  
Be It remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Charles L. Maples and Michelle L. Maples, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of MAPLES MEADOWS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary John Jacobson Chairman Jeff Spink

COUNTY ENGINEER'S APPROVAL:  
The County Engineer's plat review is only for general conformance with the subdivision regulations as adopted by Leavenworth County. The County is not responsible for the accuracy and adequacy of the design, dimensions, elevations, and quantities.

County Engineer - Mitch Pleak

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We, the Board of County Commissioners of Leavenworth County, Kansas, do hereby approve the foregoing plat of MAPLES MEADOWS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Chairman Mike Smith County Clerk Attest: Fran Keppler

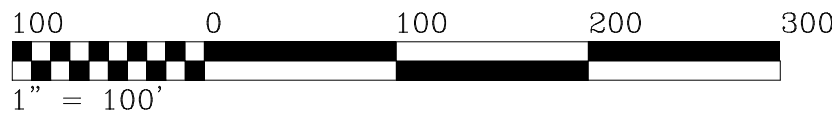
REGISTER OF DEED CERTIFICATE:  
Filed for Record as Document No. \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_\_ o'clock \_\_\_\_ M in the Office of the Register of Deeds of Leavenworth County, Kansas,

Register of Deeds - TerriLois G. Mashburn



Scale 1" = 100'

Job # K-25-1912  
July 24, 2025 Rev. 8-27-25  
J HERRING, Inc. (dba)  
SURVEYING COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@leamcash.com



RECORD DESCRIPTION:  
A tract of land in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Northwest corner of the Southeast Quarter; thence North 88 degrees 34'31" East for a distance of 658.89 feet along the North line of said Southeast Quarter; thence South 01 degrees 40'02" East for a distance of 660.76 feet to the TRUE POINT OF BEGINNING; thence North 89 degrees 35'58" East for a distance of 518.58 feet; thence North 88 degrees 53'36" East for a distance of 750.25 feet; thence South 87 degrees 11'31" East for a distance of 380.92 feet; thence South 88 degrees 35'24" East for a distance of 330.00 feet to the East line of said Southeast Quarter; thence South 01 degrees 46'01" East for a distance of 601.33 feet along said East line; thence South 88 degrees 31'47" West for a distance of 1978.97 feet; thence North 01 degrees 40'02" West for a distance of 660.76 feet to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 29.11 acres, more or less, including road right of way.  
Error of Closure - 1 : 90272

RESTRICTIONS:

- 1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.
- 2) An Engineered Waste Disposal System may be required due to poor soil conditions.
- 3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.
- 4) Lots are subject to the current Access Management Policy
- 5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.
- 6) An exception to Article 50, Section 40.3.1, Lot-Depth to Lot-Width has been granted for Lot 1
- 7) Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- 8) No off-plat restrictions.

ZONING:  
RR-5 - Rural Residential 5

- NOTES:
- 1) This survey does not show ownership.
  - 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
  - 3) All recorded and measured distances are the same, unless otherwise noted.
  - 4) Error of Closure - See Record Description
  - 5) Basis of Bearing - KS SPC North Zone 1501
  - 6) Monument Origin Unknown, unless otherwise noted.
  - 7) Existing and Proposed Lots for Agriculture and Residential Use.
  - 8) Road Record - See Survey
  - 9) Benchmark - NAVD88  
Project Benchmark (BM) - SE COR SE 1/4 Section 22 - Elev - 865.5'
  - 10) Easements, if any, are created hereon or listed in referenced title commitment.
  - 11) Reference Recorded Deed Doc # 2020R04861
  - 12) Utility Companies -
    - Water - RWD 9
    - Electric - Freestate
    - Sewer - Septic / Lagoon
    - Gas - Propane / Natural Gas
  - 13) Reference Continental Title File Number C25006795 dated June 18, 2025.
  - 14) Property is in a Special Flood Hazard Area Zone A per FEMA FIRM Map 20103C0225G dated July 16, 2015
  - 15) Building Setback Lines as shown hereon or noted below
    - All side yard setbacks - 15' (Accessory - 15')
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  - 16) Existing Structures, if any, shown in approximate location.
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    - S-14 #87, 1992 NKA 1992S087
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    - Doc # 2019S007, 019, & 025
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- LEGEND:
- - 1/2" Bar Set with Cap No.1296
  - - 1/2" Bar Found, unless otherwise noted.
  - ( ) - Record / Deeded Distance
  - U/E - Utility Easement
  - D/E - Drainage Easement
  - B.S.L. - Building Setback Line
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  - CL - Centerline
  - SL - Section Line
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  - POB - Point of Beginning
  - POC - Point of Commencing
  - //// - No Vehicle Entrance Access

Provide LSRR for 17P & 17R

Your prior LSSR shows Alum. Cap

Description shows 330.00'

Are these to C/L, note or show

Spelling

Tie 30' freestate easement to boundary

Tie easement to boundary



I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Baumchen, PS#1363  
County Surveyor



MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

FINAL PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

CERTIFICATION AND DEDICATION  
The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: MAPLES MEADOWS

Easements shown on this plat are hereby dedicated for public use, the rights of way which are shown with dashed lines on the accompanying plat, and said easements may be employed to locate and maintain sewers, water lines, gas lines, poles and wires and any other form of public utility now and hereafter used by the public over, under and along the strips marked "Utility Easement" (U/E).

"Drainage Easements" or "D/E" shown on this plat are hereby dedicated for the purpose of constructing, using, replacing and maintaining a culvert, storm sewer, drainage ditch, or other drainage facility or tributary connections, including similar facilities, and appurtenances thereto, including the right to maintain, repair and replace the drainage facility and for any reconstruction and future expansion of such facility, together with the right of access for the same, is hereby dedicated for public use. Drainage Easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities. The maintenance and upkeep of said Easements shall be the responsibility of the individual owners of the lots whereupon said Easements are dedicated. Leavenworth County shall bear no responsibility for any maintenance and upkeep of said Easements.

Building Lines or Setback Lines (B.S.L.) are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the street line.

IN TESTIMONY WHEREOF,  
We, the undersigned owners of MAPLES MEADOWS have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Charles L. Maples Michelle L. Maples

NOTARY CERTIFICATE:  
Be It remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Charles L. Maples and Michelle L. Maples, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
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Secretary John Jacobson Chairman Jeff Spink

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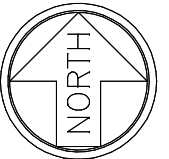
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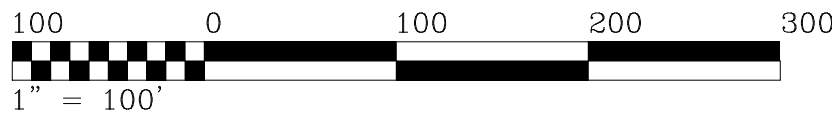
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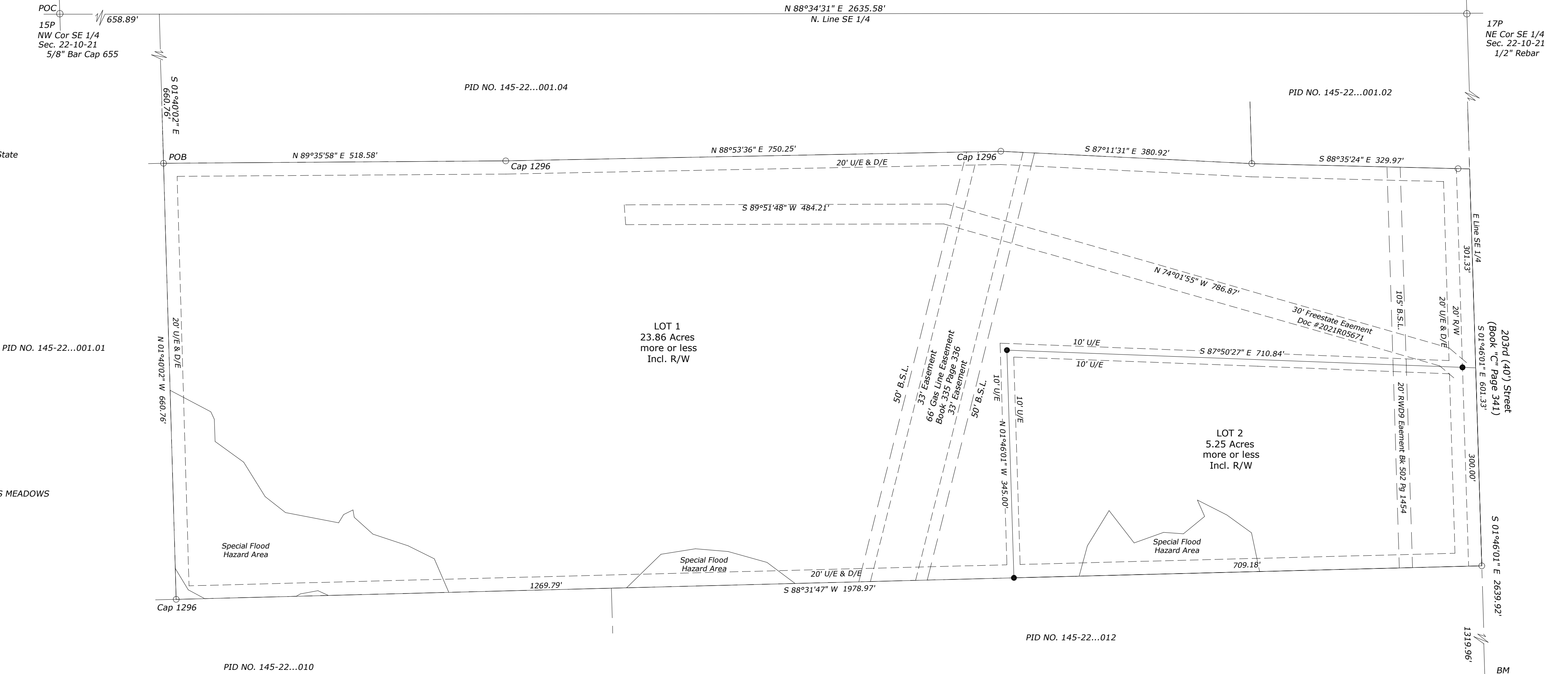
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ZONING:  
RR-5 - Rural Residential 5

NOTES:  
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6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
Project Benchmark (BM) - SE COR SE 1/4 Section 22 - Elev - 865.5'  
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Stamp

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PRELIMINARY PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

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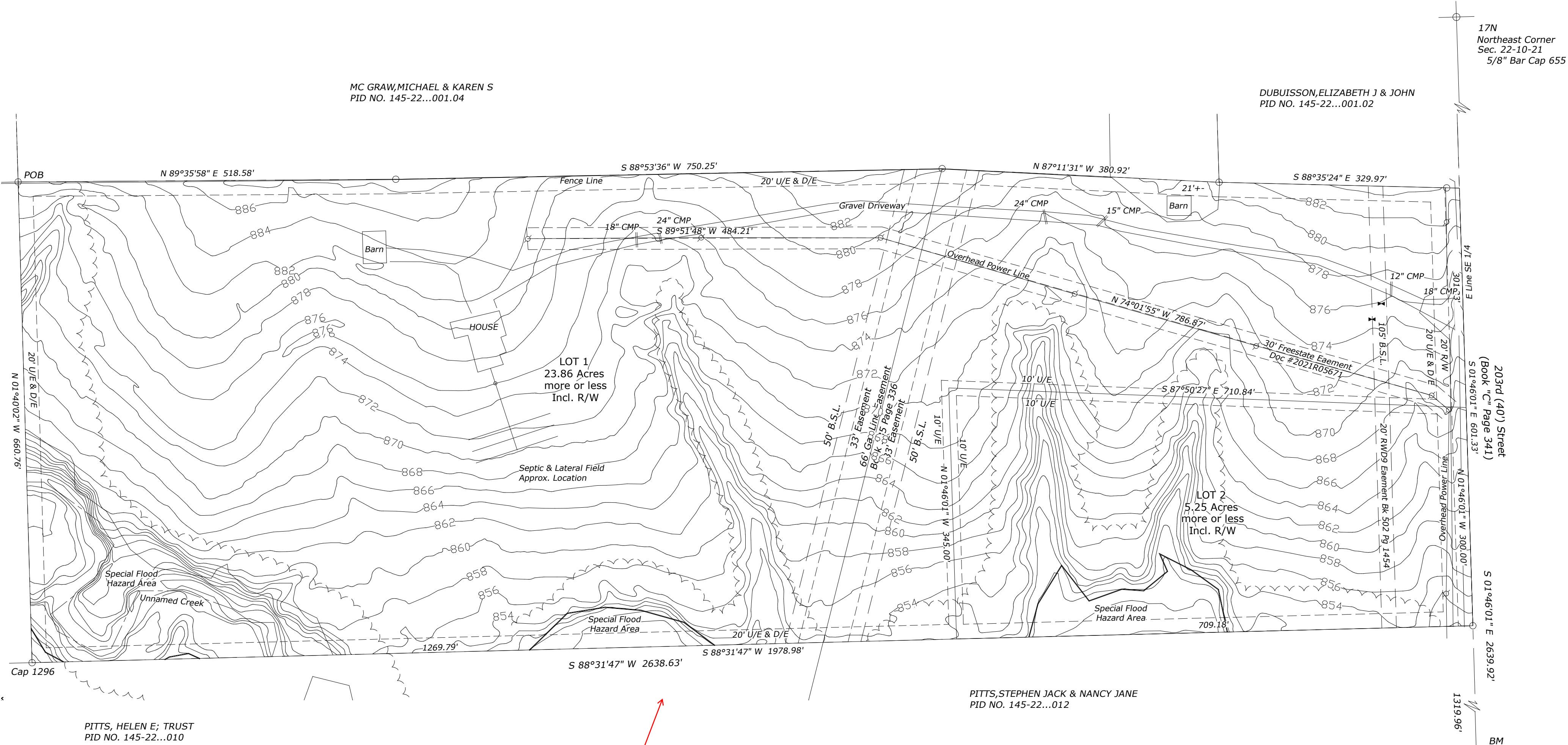
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ZONING:  
RR-5 - Rural Residential 5

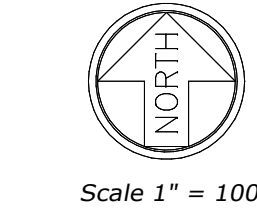
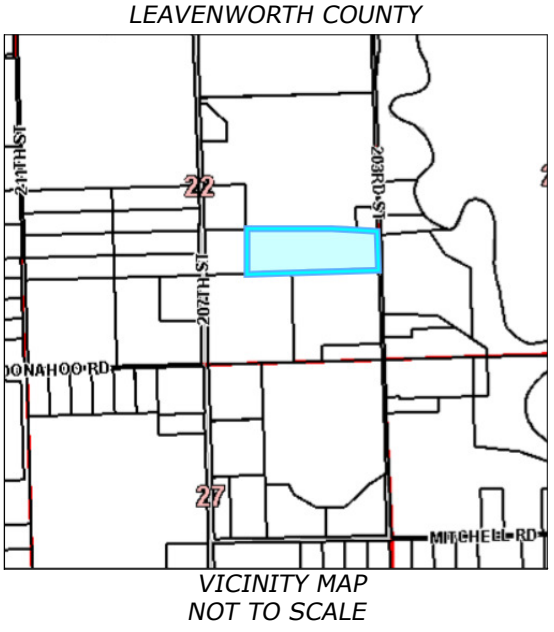
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S - Section Line  
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POB - Point of Beginning  
POC - Point of Commencing  
///// - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
DIRECTION OF WATER FLOW  
- Power Pole  
X - Fence Line  
OHP - Overhead Power Lines  
T - Underground Telephone/Fiber Optic Line  
◇ - Gas Valve  
+ - Water Meter/Valve  
⊞ - Telephone Pedestal  
6" Water Line - location as per district  
W - Tree/Brush Line

HUDE,NATHAN E & MARILYN  
PID NO. 145-22...001.01



show adjoining  
property line



Job # K-25-1912  
July 24, 2025 Rev. 8-27-25

J Herring, Inc. (dba)  
HERRING  
SURVEYING  
COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@eamcash.com

**09-03-25**

**PW Combined  
No Further  
Comment**

Maples Meadows  
Leavenworth County Kansas  
Drainage Report  
July 26, 2025  
Revised August 16, 2025





MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

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PREPARED FOR:  
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TONGANOXIE, KS 66086  
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IN TESTIMONY WHEREOF,  
We, the undersigned owners of MAPLES MEADOWS have set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Charles L. Maples Michelle L. Maples

NOTARY CERTIFICATE:  
Be It remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said County and State came Charles L. Maples and Michelle L. Maples, husband and wife, to me personally known to be the same persons who executed the forgoing instrument of writing, and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year above written.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_ (seal)

APPROVALS  
We, the Leavenworth County Planning Commission, do hereby approve the foregoing plat of MAPLES MEADOWS this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Secretary John Jacobson Chairman Jeff Spink

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Chairman Mike Smith County Clerk Attest: Fran Keppler

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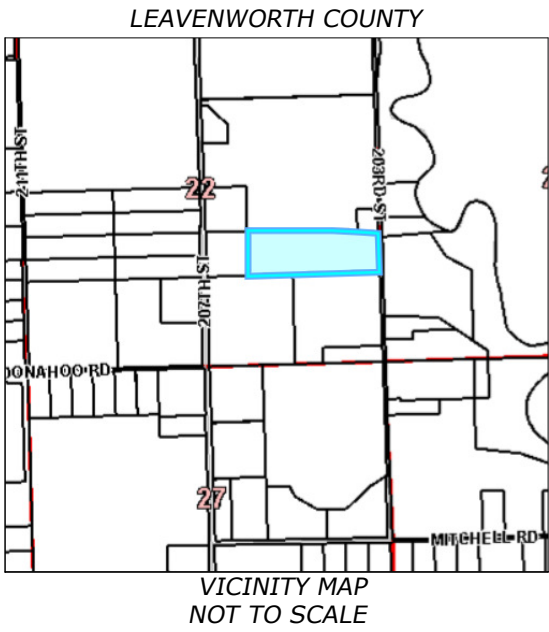
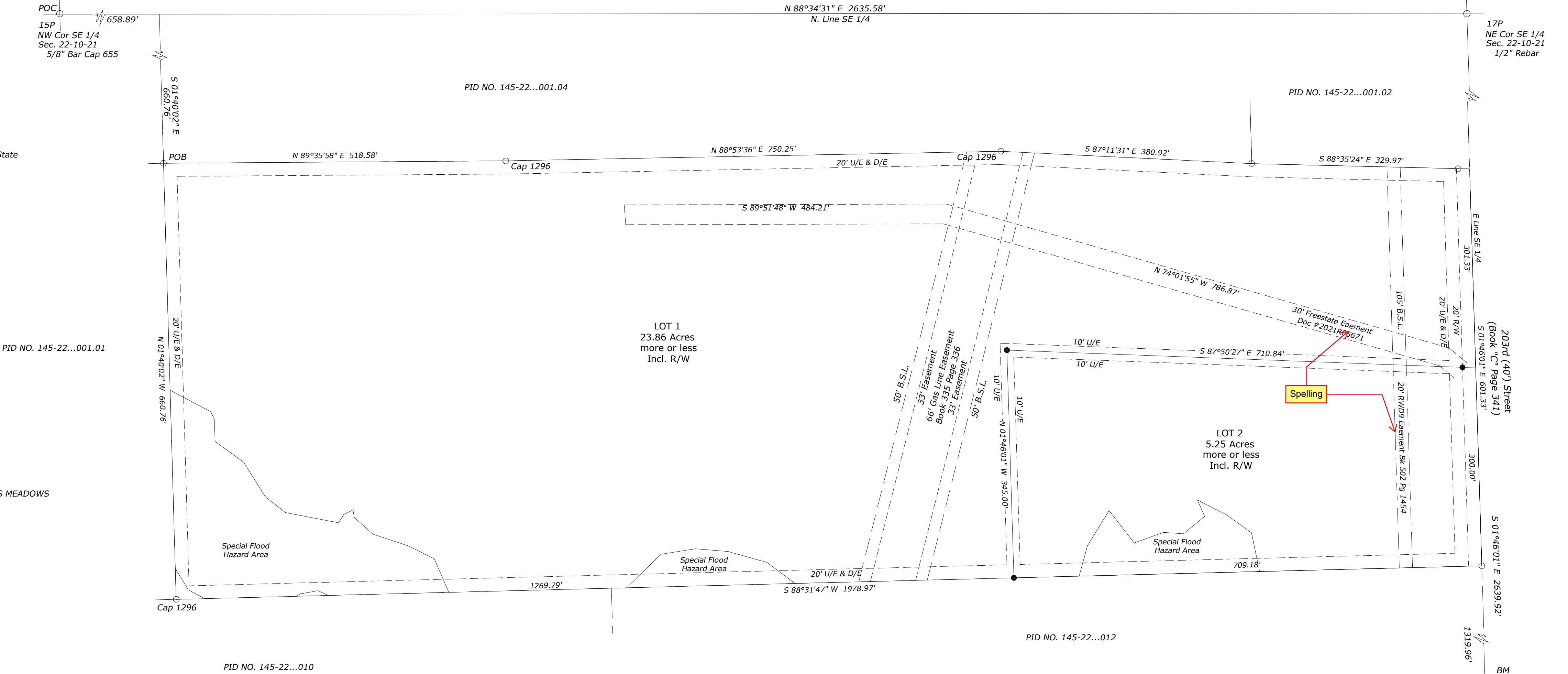
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3) All recorded and measured distances are the same, unless otherwise noted.  
4) Error of Closure - See Record Description  
5) Basis of Bearing - KS SPC North Zone 1501  
6) Monument Origin Unknown, unless otherwise noted.  
7) Existing and Proposed Lots for Agriculture and Residential Use.  
8) Road Record - See Survey  
9) Benchmark - NAVD88  
Project Benchmark (BM) - SE COR SE 1/4 Section 22 - Elev - 865.5'  
10) Easements, if any, are created hereon or listed in referenced title commitment.  
11) Reference Recorded Deed Doc # 2020R04861  
12) Utility Companies -  
- Water - RWD 9  
- Electric - Freestate  
- Sewer - Septic / Lagoon  
- Gas - Propane / Natural Gas  
13) Reference Continental Title File Number C25006795 dated June 18, 2025.  
14) Property is in a Special Flood Hazard Area Zone A per FEMA FIRM Map 20103C0225G dated July 16, 2015  
15) Building Setback Lines as shown hereon or noted below  
- All side yard setbacks - 15' (Accessory - 15')  
- All rear yard setbacks - 40' (Accessory - 15')  
16) Existing Structures, if any, shown in approximate location.  
17) Fence Lines do not necessarily denote the boundary line for the property.  
18) Reference Surveys:  
DGW - D.G.White - S-12 #60, 1988 NKA 1988S060  
S-14 #87, 1992 NKA 1992S087  
JAH - J.A.Herring - Doc # 2018S069  
Doc # 2019S007, 019, & 025  
LINCOLN FARMS ESTATES - Doc #2013P00004

LEGEND:  
● - 1/2" Bar Set with Cap No.1296  
○ - 1/2" Bar Found, unless otherwise noted.  
( ) - Record / Deeded Distance  
U/E - Utility Easement  
D/E - Drainage Easement  
B.S.L. - Building Setback Line  
R/W - Permanent Dedicated Roadway Easement  
C - Centerline  
S - Section Line  
BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
//// - No Vehicle Entrance Access

09-03-25  
PWcombined  
Comments

State which lots are impacted by the special flood zone.



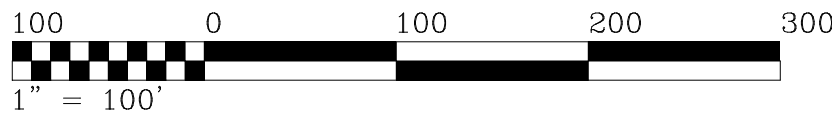
I hereby certify that this survey plat meets the requirements of K.S.A. 58-2005. The face of this survey plat was reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is implied. This review is for survey information only.

Daniel Baumchen, PS#1363  
County Surveyor



Scale 1" = 100'

Job # K-25-1912  
July 24, 2025 Rev. 8-27-25  
J HERRING, Inc. (dba)  
SURVEYING  
COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@leamcash.com





MAPLES MEADOWS

A Minor Subdivision in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas.

PRELIMINARY PLAT

PREPARED FOR:  
MAPLES, CHARLES L & MICHELLE L  
21453 203RD ST  
TONGANOXIE, KS 66086  
PID NO. 145-22-0-00-00-001.05

RECORD DESCRIPTION:  
A tract of land in the Southeast Quarter of Section 22, Township 10 South, Range 21 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Northwest corner of the Southeast Quarter; thence North 88 degrees 34'31" East for a distance of 658.89 feet along the North line of said Southeast Quarter; thence South 01 degrees 40'02" East for a distance of 660.76 feet to the TRUE POINT OF BEGINNING; thence North 89 degrees 35'58" East for a distance of 518.58 feet; thence North 88 degrees 53'36" East for a distance of 750.25 feet; thence South 87 degrees 11'31" East for a distance of 380.92 feet; thence South 88 degrees 35'24" East for a distance of 330.00 feet to the East line of said Southeast Quarter; thence South 01 degrees 46'01" East for a distance of 601.33 feet along said East line; thence South 88 degrees 31'47" West for a distance of 1978.97 feet; thence North 01 degrees 40'02" West for a distance of 660.76 feet to the point of beginning.  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 29.11 acres, more or less, including road right of way.  
Error of Closure - 1 : 90272

RESTRICTIONS:  
1) All proposed structures within this plat shall comply with the Leavenworth County Zoning and Subdivision Regulations or zoning regulation jurisdiction.  
2) An Engineered Waste Disposal System may be required due to poor soil conditions.  
3) Erosion and sediment control measures shall be used when designing and constructing driveways and other structures. Re-vegetation of all disturbed areas shall be completed within 45 days after final grading.  
4) Lots are subject to the current Access Management Policy  
5) All structures built within the subdivision shall comply with Resolution 2020-39, or as amended.  
6) An exception to Article 50, Section 40.3.1. Lot-Depth to Lot-Width has been granted for Lot 1  
7) Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.  
8) No off-plat restrictions.

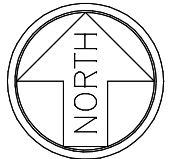
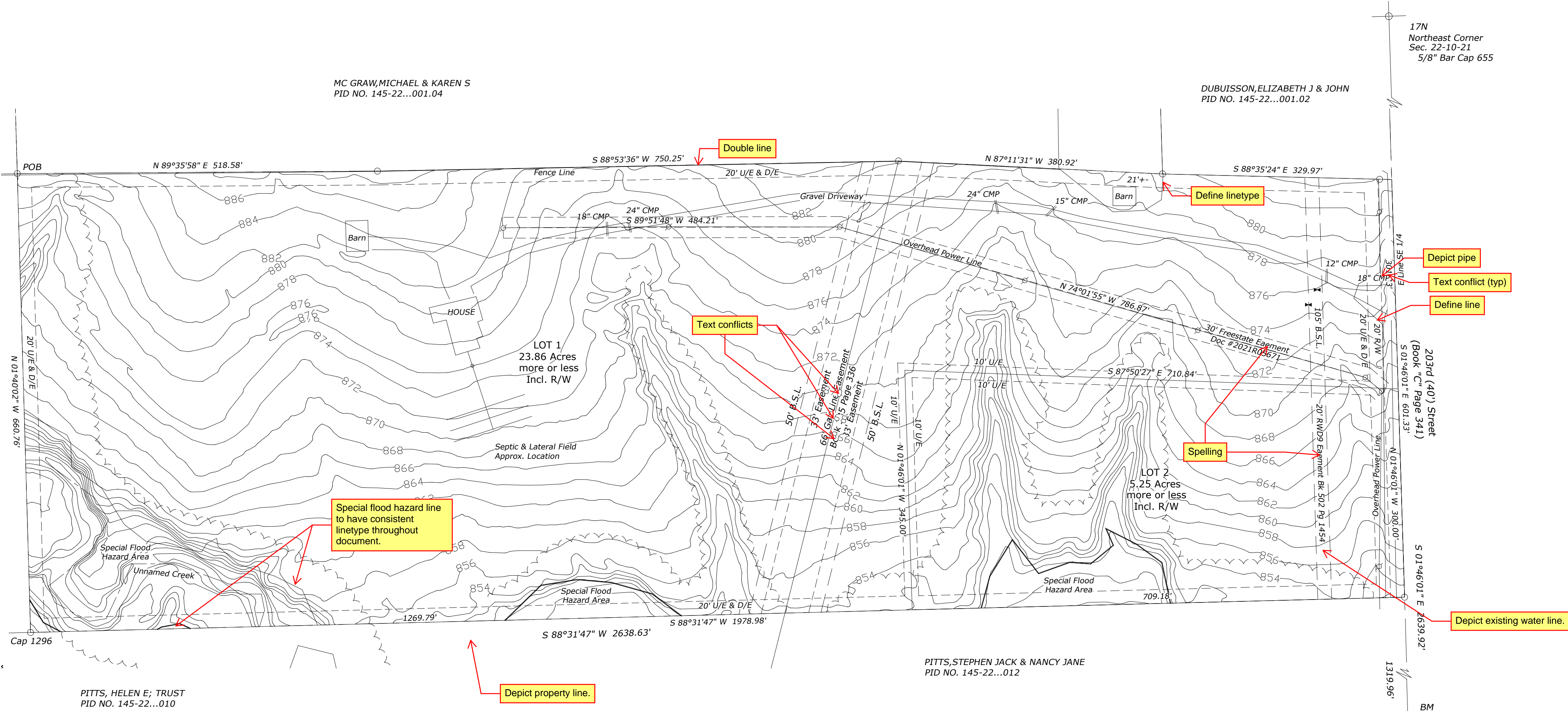
ZONING:  
RR-5 - Rural Residential 5

NOTES:  
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BM - Benchmark  
POB - Point of Beginning  
POC - Point of Commencing  
///// - No Vehicle Entrance Access  
NS - Not Set this survey per agreement with client  
DIRECTION OF WATER FLOW  
- Power Pole  
X - Fence Line  
OHP - Overhead Power Lines  
T - Underground Telephone/Fiber Optic Line  
◇ - Gas Valve  
⊞ - Water Meter/Valve  
⊞ - Telephone Pedestal  
6" Water Line - location as per district  
W - Tree/Brush Line

09-03-25  
PW Combined  
Comments

HUDE,NATHAN E & MARILYN  
PID NO. 145-22...001.01



Scale 1" = 100'

Job # K-25-1912  
July 24, 2025 Rev. 8-27-25

J Herring, Inc. (dba)  
HERRING  
SURVEYING  
COMPANY  
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
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