

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
April 2, 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 limited to 25 minutes at the beginning of each meeting and limited to five minutes per person. Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
 - a) National Child Abuse Prevention Month Proclamation
 - b) National County Government Month Proclamation
- 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 March 26, 2025
 - b) Approval of the schedule for the week of April 7, 2025
 - c) Approval of the check register

d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

a) Rehearing of the **amended** island annexation by the city of Tonganoxie, Kansas by Resolution 2-24-01, **as amended**

- **Consider a motion to find that the proposed annexation will not hinder the proper growth and development of the area (requires 2/3 majority vote).**
- **Consider a motion to find that the proposed annexation will hinder the proper growth and development of the area (requires a majority vote).**

b) **Resolution 2025-6, a special use permit for RJ Farms**

- Consider a motion that this request for a special use permit complies with the Golden Factors and move to adopt Resolution 2025-6 and conditionally approve the special use permit as outlined in Case DEV-24-125 based on the recommendation and conditions of the Planning Commission and the findings as set forth in the staff report.
- Consider a motion that this request for a special use permit does not comply with the Golden Factors (**list factors**) and move to deny Resolution 2025-6 and deny the special use permit as outlined in Case DEV-24-125.
- Consider a motion that this request for a special use permit complies with the Golden Factors and move to adopt Resolution 2025-6 and conditionally approve the special use permit as outlined in Case DEV-24-125 based on the recommendation and conditions of the Planning Commission and the findings as set forth in the staff report subject to the following additional conditions (**list conditions or modifications**).

c) Consider a motion to approve the purchase of a Cat asphalt paver in the amount of \$533,688.00.

d) Consider a motion to approve the authority to award commitment of County funds for project 52C-5242-01 for the High-Risk Rural Roads KDOT grant project on Tonganoxie Road.

- e) Consider a motion to approve the authority to award commitment of County funds for project 52C-5119-01 for the High-Risk Rural Roads KDOT grant project on Tonganoxie Road.

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

- a) Moment of silent prayer discussion

IX. ADJOURNMENT

WORK SESSION TO DISCUSS THE LEAVENWORTH COUNTY BUDGET

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, March 31, 2025

Tuesday, April 1, 2025

8:00 a.m. Northeast Kansas County Highway Official Conference
• J.W. Crancers, 530 Delaware, Leavenworth, KS

12:30 p.m. Fareway Groundbreaking Ceremony
• 15840 State Ave., Basehor, KS

Wednesday, April 2, 2025

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

Thursday, April 3, 2025

Friday, April 4, 2025

2:00 p.m. Frocking Ceremony in honor of Colonel Jason Rosenstrauch
• Eisenhower Auditorium, Lewis and Clark Center

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

Proclamation

April 2, 2025

WHEREAS, in fiscal year 2024, 70,940 reports were made to child protective services in the state of Kansas; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the state of Kansas; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Mike Smith, Leavenworth County Chairperson, do hereby proclaim April 2025 as **NATIONAL CHILD ABUSE PREVENTION MONTH** in Leavenworth County, KS and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Mike Smith, BOCC Chairperson

Proclamation Declaring
April 2025
National County Government Month
Leavenworth County, Kansas

WHEREAS, the nation’s 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents’ lives; and

WHEREAS, Leavenworth County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services;

NOW, THEREFORE, BE IT RESOLVED THAT I, Mike Smith, Chairman of the Leavenworth County Commission, do hereby proclaim April 2025 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

In witness whereof, I have hereunto set my hand and affixed the seal of Leavenworth County this 2nd day of April, 2025, in Leavenworth County, Kansas

Mike Smith, BOCC Chairperson

*****March 26, 2025 *****

The Board of County Commissioners met in a regular session on Wednesday, March 26, 2025. Commissioner Culbertson; Commissioner Stieben, Commissioner Reid and Commissioner Dove are present; Commissioner Smith is absent; Also present: Mark Loughry, County Administrator; Misty Brown, County Counselor; Jon Khalil, Deputy County Counselor; John Jacobson, Planning and Zoning Director; Amy Allison, Planning and Zoning Deputy Director; Bill Noll, Infrastructure and Construction Services

PUBLIC COMMENT:

Louis Klemp and Dan Clemons commented.

ADMINISTRATIVE BUSINESS:

Commissioner Stieben read a resolution that was adopted by the Kansas House of Representatives.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to accept the consent agenda for Wednesday, March 19, 2025 as presented.

Motion passed, 4-0.

The amended annexation request by the city of Tonganoxie was presented.

A motion was made by Commissioner Dove and seconded by Commissioner Culbertson to table the rehearing of the city of Tonganoxie's amended island annexation to April 2 to provide the entire Board of County Commissioners the opportunity???

Motion passed, 4-0.

Misty Brown presented Resolution 2025-10.

A motion was made by Commissioner Reid and seconded by Commissioner Culbertson to approve Resolution 2025-10, authorizing the County to enter into an agreement with High Prairie Township for the provision of fire protection services within High Prairie Township beginning April 1, 2025.

Motion passed, 4-0.

A motion was made by Commissioner Dove and seconded by Commissioner Culbertson to amend the agreement with the city of Lansing and fire protection services within Fire District #1 to exclude the provisions of fire protection services in High Prairie Township effective April 1, 2025 and direct staff to notify the city of Lansing and take action required to satisfy the intent of this motion.

Motion passed, 4-0.

A motion was made by Commissioner Stieben and seconded by Commissioner Reid to approve Resolution 2025-12, altering the boundaries of Rural Fire District #1 of Leavenworth County, Kansas (herein Fire District #1) by detaching High Prairie Township from Fire District #1.

Motion passed, 4-0.

John Jacobson presented Case DEV-24-157 & 158, final plat for Elston Estates.

A motion was made by Commissioner Culbertson and seconded by Commissioner Reid to find that the proposed final plat as outlined in Case DEV-24-157 & 158 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted

by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

Motion passed, 4-0.

Mr. Jacobson presented Case DEV-24-147, final plat for Cheyenne Crossing 2nd .

A motion was made by Commissioner Reid and seconded by Commissioner Dove to find that the proposed final plat as outlined in Case DEV-24-147 is compliant with the County Zoning and Subdivision Regulations and move that the proposed final plat be conditionally approved and accepted by this Board subject to the conditions set forth in the staff report and as adopted by the Planning Commission.

Motion passed, 4-0.

Bill Noll requested to reject bids on the replacement of bridge K-19.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove to reject all bids for the replacement of bridge K-19 located on 179th St.

Motion passed, 3-1 Commissioner Reid voting nay.

Mr. Noll requested approve a contract for the replacement of bridge ST-26.

A motion was made by Commissioner Reid and seconded by Commissioner Culbertson to approve the contract with Bryan-Ohlmeier Construction for the replacement of bridge ST-26 on Fairmount Road in the amount of \$1,094,319.45 with a 5% contingency.

Motion passed, 4-0.

A brief discussion took place regarding the moment of silent prayer.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove that this Board move to closed executive meeting for preliminary discussions related to the acquisition of real property for public improvements, as permitted under the Kansas Open Meetings Act and the Board resume open meeting at 10:10 a.m. in the meeting room of the Board. Present in the executive meeting will be Commissioners Jeff Culbertson, Vanessa Reid, Willie Dove, Mike Stieben, County Administrator Mark Loughry, County Counselor, Misty Brown, and Deputy County Counselor, Jon Khalil.

Motion passed, 4-0.

The Board returned to regular session at 10:10 a.m. No decisions were made and the subject was limited to property acquisition.

A motion was made by Commissioner Culbertson and seconded by Commissioner Dove that this Board approve a letter of support to acquire ground from the Kansas Department of Corrections.

Motion passed, 4-0.

A brief discussion took place regarding RHID and county policies.

Commissioner Reid attended the city of Lansing planning meetings.

Commissioner Culbertson attended the Leavenworth City Commission meeting and the MARC meeting.

Commissioner Stieben spoke at the Elephant Club.

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

Motion passed, 4-0.

The Board adjourned at 10:18 a.m.

Draft

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 7, 2025

Tuesday, April 8, 2025

Wednesday, April 9, 2025

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

Thursday, April 10, 2025

12:00 p.m. LCDC meeting

Friday, April 11, 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: 03/22/2025 END DATE: 03/28/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
1061	B & W FIRE LLC	B & W FIRE LLC	347669	112887 AP	03/28/2025	5-001-5-07-213	001245? SHERIFF 5 NEW EXTINGUI	314.40	
36	CAHILL PAT	PATRICK J CAHILL	347671	112889 AP	03/28/2025	5-001-5-09-231	COURT APOINTEED ATTORNEY	3,000.00	
362	CASAD BENJAMIN	BENJAMIN CASAD	347672	112890 AP	03/28/2025	5-001-5-09-231	COURT APPOINTED ATTORNEY	3,000.00	
661	CDJ AUTOMOTIVE LLC	CDJ AUTOMOTIVE LLC	347673	112891 AP	03/28/2025	5-001-5-07-213	33256 SHERIFF - TOUCH UP PAINT	25.69	
8103	CHARTER COMMUNICATIO	CHARTER COMMUNICATIONS	347900	488	03/28/2025	5-001-5-07-219	INTERNET ACCESS JAIL MENTAL HE	182.00	
8103	CHARTER COMMUNICATIO	CHARTER COMMUNICATIONS	347900	488	03/28/2025	5-001-5-18-213	CONTRACTUAL ACCESS FEES	169.98	
							*** VENDOR		
							8103 TOTAL		351.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-01-202	BOCC:BM:TVL, LODGING, TRAINING	847.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-01-211	BOCC:BM:TVL, LODGING, TRAINING	493.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-01-213	BOCC:BM:TVL, LODGING, TRAINING	3,019.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-01-213	BOCC:ML:LODGING	1,114.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-02-202	CLERK:FK:KCCEOA 2025, OFFICE S	245.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-02-301	CLERK:FK:KCCEOA 2025, OFFICE S	70.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-02-301	CLERK;SS:OFFICE CHAIRS	399.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-03-211	CO TREAS:TVL	308.90	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-03-301	CO TREAS:TT: OFC/TECH SUPPLIES	49.22	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-04-202	REG OF DEEDS, TVL, EDUCATION (30.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-04-211	REG OF DEEDS, TVL, EDUCATION (1,854.85	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-205	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	2.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-209	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	55.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-210	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	425.68	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-212	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	49.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-213	EMS:MS:VEH & BLDG MAINT	197.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-213	EMS SB:VEH MAINT	63.97	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-215	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	230.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-216	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	505.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-301	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	182.46	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-306	EMS:CJ:UNIFORMS, BLDG MAINT, REF	27.07-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-306	EMS BB:VEH MAINT	27.06	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-350	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	492.77	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-350	EMS:CJ:UNIFORMS, BLDG MAINT, REF	130.27	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-350	EMS:BB:REF (GALLS)	26.59-	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-381	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	8,018.53	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-383	EMS:FIELD SUPPLY, UTIL, TVL, BLDG	229.23	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-383	EMS:MS:VEH & BLDG MAINT	35.94	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-05-383	EMS:CJ:UNIFORMS, BLDG MAINT, REF	26.91	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-06-301	PLANNING:DC:OFFICE SUPPLIES	97.40	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-202	SHERIFF:AG:TRAINING	99.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-202	SHERIFF:TNG1, TRANS1&TRANS2:TVL	600.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-202	SHERIFF:SF:JS, ET:TNG, UNIFORM, P	1,308.25	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-203	SHERIFF:BM:INV, TECH, JAIL, POLIC	30.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-208	SHERIFF:JA, AB, BC:JAIL MAINT, IN	27.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-211	SHERIFF:TNG1, TRANS1&TRANS2:TVL	351.54	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-211	SHERIFF:SF:JS, ET:TNG, UNIFORM, P	120.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-211	SHERIFF:AD:UNIFORM, TVL, PRINTIN	120.03	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-213	SHERIFF:AD:UNIFORM, TVL, PRINTIN	37.45	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-218	SHERIFF:TNG1, TRANS1&TRANS2:TVL	12.45	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-219	SHERIFF:SF:JS, ET:TNG, UNIFORM, P	109.38	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-251	SHERIFF:JA, AB, BC:JAIL MAINT, IN	45.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-251	SHERIFF:BM:INV, TECH, JAIL, POLIC	124.50	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-301	SHERIFF:AD:UNIFORM, TVL, PRINTIN	9.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-302	SHERIFF:SF:JS, ET:TNG, UNIFORM, P	17.04	

START DATE: 03/22/2025 END DATE: 03/28/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

				P.O.NUMBER	CHECK#					
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-303	SHERIFF:AD:UNIFORM,TVL,PRINTIN		36.35
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-350	SHERIFF:SF:JS,ET:TNG,UNIFORM,P		140.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-350	SHERIFF:AD:UNIFORM,TVL,PRINTIN		1,054.92
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-353	SHERIFF:BM:INV,TECH,JAIL,POLIC		57.99
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-353	SHERIFF:AD:UNIFORM,TVL,PRINTIN		102.55
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-357	SHERIFF:JA,AB,BC:JAIL MAINT,IN		242.76
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-359	SHERIFF:JA,AB,BC:JAIL MAINT,IN		25.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-359	SHERIFF:BM:INV,TECH,JAIL,POLIC		78.35
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-07-362	SHERIFF:BM:INV,TECH,JAIL,POLIC		187.42
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-202	CO ATTY:LG:OFFICE SUPPLY,TNG		79.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-203	CO ATTY;TT:KBA THOMPSON,HOSSIN		170.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-203	CO ATTY;TT:KBA THOMPSON,HOSSIN		140.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-205	KTA - CO ATTY TOLLS		6.62
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-213	CO ATTY:LF:WITNESS TRAVEL		1,041.39
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-11-301	CO ATTY:LG:OFFICE SUPPLY,TNG		974.86
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-14-229	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		560.25
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-14-332	SHERIFF:TNG1,TRANS1&TRANS2:TVL		58.20
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-19-301	DIST CT:SC:TXT SVC FOR JURY		174.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-19-301	DIST CT:TW:SENTENCING GUIDELIN		1,035.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-19-301	DIST CT:CD:OFFICE SUPPLIES		94.06
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-23-301	AMAZON-ADDRESS STAMP		10.79
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-288	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		144.46
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-290	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		600.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-297	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		1,289.24
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-301	SPC BLDG:RT:CTHSE, JC		32.16
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-312	B&G,SD2:ZF:MATERIAL,ANNEX,CU B		42.90
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-312	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		178.71
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-312	SPC BLDG:RT:CTHSE, JC		14.94
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-312	SPEC BLDG:NH:CTHSE,JC		1,875.53
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-312	SPEC BLDG:EC:CTHSE,JC		33.01
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-313	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		24.30
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-314	B&G,SD2:ZF:MATERIAL,ANNEX,CU B		124.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-316	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		161.96
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-320	SPEC BLDG:NH:CTHSE,JC		39.98
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-384	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		428.85
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-31-390	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		903.32
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-32-296	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		601.76
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-32-297	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		772.77
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-32-391	SPC BLDG:RT:CTHSE, JC		10.58
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-32-391	SPEC BLDG:NH:CTHSE,JC		1,122.36
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-32-391	SPEC BLDG:EC:CTHSE,JC		140.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-33-209	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		2,330.63
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-33-297	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		389.78
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-33-391	B&G,SD2:ZF:MATERIAL,ANNEX,CU B		82.94
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-33-391	BG:SP BLDG,CTHSE,ANNEX,HD,SHOP		608.82
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-41-201	APPRAISER:WM:OFFICE/COMP SUPPL		131.15
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-41-214	APPRAISER:WM:OFFICE/COMP SUPPL		10.19
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-41-301	APPRAISER:WM:OFFICE/COMP SUPPL		64.76
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-41-370	APPRAISER:APP:GUIDES		167.63
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-41-371	APPRAISER:WM:OFFICE/COMP SUPPL		957.87
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-42-203	GIS:SS:RENEWAL UAS REG FOR DRO		5.00
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-53-211	NOX WEED:AP:TVL,MAINT EQUIP,FU		1,200.84

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TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-53-306	NOX WEED:AP:TVL,MAINT EQUIP,FU	866.49		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-001-5-53-308	NOX WEED:AP:TVL,MAINT EQUIP,FU	2,506.77		
							*** VENDOR	648 TOTAL		46,297.10
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	347676	112894 AP	03/28/2025	5-001-5-05-201	EMS MARCH MEDICAL DIRECTOR	1,250.00		
1219	DIST CT CLERK LV	CLERK OF DIST COURT-LEAV	347678	112896 AP	03/28/2025	5-001-5-11-501	MARCH COURT COSTS (CO ATTY	3,034.00		
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-001-5-05-215	ELEC SVC EMS 9101	608.18		
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-001-5-05-215	ELEC SVC EMS ADMIN, HEALTH, WI	1,182.62		
							*** VENDOR	8686 TOTAL		1,790.80
1011	FEDEX	FEDEX	347680	112898 AP	03/28/2025	5-001-5-19-302	2049-3883-4 DIST CT TRANSPORTA	34.77		
1011	FEDEX	FEDEX	347680	112898 AP	03/28/2025	5-001-5-19-302	2049-3883-4 DIST CT TRANSPORTA	2.62		
							*** VENDOR	1011 TOTAL		37.39
4465	GRONIS	GRONIS HARDWARE INC	347682	112900 AP	03/28/2025	5-001-5-07-357	SHERIFF-JAIL MAINT,EXPENSE	3.98		
4465	GRONIS	GRONIS HARDWARE INC	347682	112900 AP	03/28/2025	5-001-5-07-357	SHERIFF-JAIL MAINT,EXPENSE	7.99		
4465	GRONIS	GRONIS HARDWARE INC	347682	112900 AP	03/28/2025	5-001-5-07-357	SHERIFF-JAIL MAINT,EXPENSE	6.49		
4465	GRONIS	GRONIS HARDWARE INC	347682	112900 AP	03/28/2025	5-001-5-07-359	SHERIFF-JAIL MAINT,EXPENSE	14.94		
							*** VENDOR	4465 TOTAL		33.40
4473	HART'S COO	HART'S COOK PAINT & DECORATING	347684	112902 AP	03/28/2025	5-001-5-07-357	4824 PAINT -JAIL MAINT	52.29		
4473	HART'S COO	HART'S COOK PAINT & DECORATING	347684	112902 AP	03/28/2025	5-001-5-07-357	4824 PAINT - JAIL	53.59		
4473	HART'S COO	HART'S COOK PAINT & DECORATING	347684	112902 AP	03/28/2025	5-001-5-07-357	4824 PAINT FOR JAIL LOBBY	53.59		
							*** VENDOR	4473 TOTAL		159.47
99	JUROR									

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

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P.O.NUMBER CHECK#

99 JUROR

warrants by vendor

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99 JUROR

warrants by vendor

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99 JUROR

warrants by vendor

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P.O.NUMBER CHECK#

99 JUROR

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TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
99	JUROR	2 JURY TRIALS, 2 GRAND JURIES								
								*** VENDOR	99 TOTAL	8,461.10
565	KA-COMM INC	KA-COMM INC	347868	113086 AP	03/28/2025	5-001-5-07-213	SHERIFF-FITTING OF JOTTO DESK	1,560.24		
1010	KCCA	KANSAS CO COMMISSIONERS ASSN	347870	113088 AP	03/28/2025	5-001-5-01-203	2639700 2025 KCCA MEMBERSHIP D	1,116.90		
8466	KDHE PERMITS	KDHE BUREAU OF COMM HEALTH SYS	347635	112883 AP	03/25/2025	5-001-5-07-363	ANNUAL REGISTRATION XRAY TUBES	300.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	347871	113089 AP	03/28/2025	5-001-5-02-301	CLERK OFFICE CHAIRS (BALANCE)	250.00		
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	347871	113089 AP	03/28/2025	5-001-5-19-301	DIST CT CSO OFFICE SUPPLIES	757.97		
								*** VENDOR	4755 TOTAL	1,007.97
9762	LEAV POLICE	LEAVENWORTH POLICE DEPT	347872	113090 AP	03/28/2025	5-001-5-11-503	LAW ENFORCEMENT FEE (T COLLIER	100.00		
537	LEAV TIMES	CHERRYROAD MEDIA INC	347873	113091 AP	03/28/2025	5-001-5-19-217	24156 DIST CT LEGAL NOTICE 202	42.34		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	347874	113092 AP	03/28/2025	5-001-5-02-304	OPL303_K CLERKS COPIES	11.46		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	347874	113092 AP	03/28/2025	5-001-5-07-219	LC00_K SHERIFF MEDICAL COPIES	55.00		
2059	MIDWEST OFFICE TECH	MIDWEST OFFICE TECHNOLOGY INC	347874	113092 AP	03/28/2025	5-001-5-11-303	OPL305_K CO ATTY COPIES	59.75		
								*** VENDOR	2059 TOTAL	126.21
2666	MISC REIMBURSEMENTS	CYNTHIA GRIPPIN	347875	113093 AP	03/28/2025	5-001-5-11-205	REIM MILEAGE CONF IN HOLTON KS	55.30		
2666	MISC REIMBURSEMENTS	JORDAN ROBBINS	347876	113094 AP	03/28/2025	5-001-5-11-205	REIM MILEAGE - CONF IN HOLTON	72.80		
								*** VENDOR	2666 TOTAL	128.10
196	OLSSON	OLSSON, INC	347880	113098 AP	03/28/2025	5-001-5-06-206	PROF SVC TO 3.8.25 (PLANNING)	10,550.00		
3	OTHER COUNTY OFFICE	DOUGLAS COUNTY DISTRICT CT	347881	113099 AP	03/28/2025	5-001-5-11-201	REQ 25-565 CERT DOCS OUR LV24C	8.75		
1280	POSTMASTER	U S POSTMASTER	347882	113100 AP	03/28/2025	5-001-5-49-302	BRM ANNUAL MAINT FEE	1,020.00		
9759	PRICE CHOP	BALL'S FOOD STORES	347883	113101 AP	03/28/2025	5-001-5-19-205	913684047 DIST CT JURY SUPPLIE	34.95		
2612	QUALITY REPORTING	QUALITY REPORTING	347884	113102 AP	03/28/2025	5-001-5-19-251	COURT REORTING SVC JURY TRIAL	776.16		
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-001-5-07-355	8333027 JANITORIAL SUPPLIES	211.98		
103	RESTITUTIO									
								*** VENDOR	103 TOTAL	2,671.78
1717	SEIFERT'S FLOORING	SEIFERT'S FLOORING	347636	112884 AP	03/25/2025	5-001-5-32-280	CARPET PURCHASE FOR JC FLOOR	4,486.24		
6148	SHERIFF	LEAV CO SHERIFF DEPT	347889	113107 AP	03/28/2025	5-001-5-11-503	LAW ENFORCEMENT FEE L MUHA 24-	100.00		
5555	STIEBEN, MIKE	MIKE STIEBEN	347890	113108 AP	03/28/2025	5-001-5-01-205	MILEAGE 1/1/25-3/18/25, AIRFAR	413.00		
5555	STIEBEN, MIKE	MIKE STIEBEN	347890	113108 AP	03/28/2025	5-001-5-01-211	MILEAGE 1/1/25-3/18/25, AIRFAR	670.96		
								*** VENDOR	5555 TOTAL	1,083.96
248	SUMMIT FOOD	ELIOR, INC	347891	113109 AP	03/28/2025	5-001-5-07-261	C741000 INMATE MEALS	6,147.91		
248	SUMMIT FOOD	ELIOR, INC	347891	113109 AP	03/28/2025	5-001-5-07-261	C741000 INMATE MEALS	6,154.42		
248	SUMMIT FOOD	ELIOR, INC	347891	113109 AP	03/28/2025	5-001-5-07-261	C741000 INMATE MEALS	6,204.46		
								*** VENDOR	248 TOTAL	18,506.79
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-11-253	CO ATTY FUEL TO 3.23	45.54		
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-14-331	EMS FUEL TO 3.23.25	5,771.63		
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-14-332	SHERIFF FUEL TO 3.23	5,829.40		
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-14-334	APPRAISER FUEL TO 3.23.25	234.60		
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-14-901	0496-00-668063-1 WEB REBATE/ED	114.94-		
276	WEX	WEX BANK	347898	486	03/28/2025	5-001-5-14-901	0496-00-668063-1 WEB REBATE/ED	81.44-		
								*** VENDOR	276 TOTAL	11,684.79

warrants by vendor

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TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#							
2007	WIRENUTS	WIRENUTS	347894	113112 AP	03/28/2025	5-001-5-07-353	SHERIFF-TOKEN CREDIT CARD & WR		59.00	
2007	WIRENUTS	WIRENUTS	347894	113112 AP	03/28/2025	5-001-5-07-353	SHERIFF-TOKEN CREDIT CARD & WR		59.00	
								*** VENDOR	2007 TOTAL	118.00
100	WITNESS LIST						*** VENDOR		100 TOTAL	177.06
								TOTAL FUND 001		123,567.55

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-202	HEALTH DEPT CARD:CONTR,SUPPLY,		850.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-211	HEALTH DEPT CARD:CONTR,SUPPLY,		17.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-213	HEALTH DEPT CARD:CONTR,SUPPLY,		449.24	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-219	HEALTH DEPT CARD:CONTR,SUPPLY,		425.93	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-280	HEALTH DEPT CARD:CONTR,SUPPLY,		1,332.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-301	HEALTH DEPT CARD:CONTR,SUPPLY,		1,036.69	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-302	HEALTH DEPT CARD:CONTR,SUPPLY,		86.49	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-380	HEALTH DEPT CARD:CONTR,SUPPLY,		553.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-601	HEALTH DEPT CARD:CONTR,SUPPLY,		11.78	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-606	WIC-JH		1,563.68	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-606	HEALTH DEPT CARD:CONTR,SUPPLY,		413.26	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-108-5-00-610	HEALTH DEPT CARD:CONTR,SUPPLY,		1,057.02	
								*** VENDOR	648 TOTAL	7,797.50
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	347676	112894 AP	03/28/2025	5-108-5-00-280	3-12 HEALTH DEPT/MARCH 2025		1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	347676	112894 AP	03/28/2025	5-108-5-00-280	3-12 HEALTH DEPT/MARCH 2025		300.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	347676	112894 AP	03/28/2025	5-108-5-00-384	HEALTH DEPT-ROTAVIRUS VACCINE		87.00	
								*** VENDOR	22543 TOTAL	1,587.00
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-108-5-00-219	ELEC SVC EMS ADMIN, HEALTH, WI		886.96	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-108-5-00-606	ELEC SVC EMS ADMIN, HEALTH, WI		295.66	
								*** VENDOR	8686 TOTAL	1,182.62
								TOTAL FUND 108		10,567.12

24545	CDW GOVERN	CDW GOVERNMENT INC	347674	112892 AP	03/28/2025	5-115-5-00-409	3773122 ASESS GEFORCE RTX40508G		2,614.29	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-115-5-00-419	HEALTH DEPT CARD:CONTR,SUPPLY,		1,095.00	
								TOTAL FUND 115		3,709.29

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-117-5-00-202	CLERK:FK:KCCEOA 2025, OFFICE S		245.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-117-5-00-301	CLERK;SS:OFFICE CHAIRS		399.50	
								*** VENDOR	648 TOTAL	644.50
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	347871	113089 AP	03/28/2025	5-117-5-00-302	CLERK OFFICE CHAIRS (BALANCE)		250.00	
								TOTAL FUND 117		894.50

24545	CDW GOVERN	CDW GOVERNMENT INC	347674	112892 AP	03/28/2025	5-118-5-00-301	3773122 SCANNER ROLLER KIT		54.17	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-118-5-00-301	CO TREAS:TT: OFC/TECH SUPPLIES		47.58	
								TOTAL FUND 118		101.75

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-125-5-00-301	COMM CORR KH:SUPPLIES, INCENTIV		52.31	
								TOTAL FUND 125		52.31

1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	347677	112895 AP	03/28/2025	5-126-5-00-225	220762 WATER/COOLER RENTAL		42.00	
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-126-5-00-321	5645204 COMM CORR OFFICE SUPPL		212.75	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					TOTAL FUND 126	254.75
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR MI:SUPPLIES	110.54		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR JV:ZOOM RENEWAL	84.68		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR KH:SUPPLIES, INCENTIV	50.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR SH:INCENTIVES, SUPPLI	204.02		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR CS:PHARMACY, BIRTH C	33.95		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-127-5-00-3	COMM CORR RB:SUPPLIES, ADV BOAR	100.31		
								*** VENDOR 648 TOTAL	583.50	
2505	INTRINSIC INTERVENTI	INTRINSIC INTERVENTIONS	347687	112905 AP	03/28/2025	5-127-5-00-3	UA TEST CUPS - COMM CORR	1,478.00		
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-127-5-00-3	5645204 COMM CORR OFFICE USPPL	50.36		
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-127-5-00-3	5645204 COMM CORR OFFICE USPPL	32.99		
								*** VENDOR 7098 TOTAL	83.35	
								TOTAL FUND 127	2,144.85	
7158	A-1 RENTAL	A-1 RENTAL	347667	112885 AP	03/28/2025	5-133-5-00-214	3-49 MONTHLY TOILET RENTALS	250.00		
7158	A-1 RENTAL	A-1 RENTAL	347667	112885 AP	03/28/2025	5-133-5-00-214	3-49 MONTHLY TOILET RENTALS	125.00		
								*** VENDOR 7158 TOTAL	375.00	
5345	B & D RADI	B & D RADIATOR	347668	112886 AP	03/28/2025	5-133-5-00-360	3-50 STEAM CLEAN & REPAIR CAC	200.00		
4136	BRANDT FAB	BRANDT FABRICATING	347670	112888 AP	03/28/2025	5-133-5-00-360	3-51 METAL TO FIX STAIR GUARD	130.10		
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	347675	112893 AP	03/28/2025	5-133-5-00-306	3-52 C00404 BULK DEICING SALT	1,541.40		
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	347675	112893 AP	03/28/2025	5-133-5-00-306	3-52 C00404 BULK DEICING SALT	1,536.73		
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	347675	112893 AP	03/28/2025	5-133-5-00-306	3-52 C00404 BULK DEICING SALT	1,548.98		
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	347675	112893 AP	03/28/2025	5-133-5-00-306	3-52 C00404 BULK DEICING SALT	1,568.22		
2509	CENTRAL SALT, LLC	CENTRAL SALT, LLC	347675	112893 AP	03/28/2025	5-133-5-00-306	3-52 C00404 BULK DEICING SALT	1,541.98		
								*** VENDOR 2509 TOTAL	7,737.31	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-201	3-45 PW BN, JP, PW:SAFETY, FACILI	.48		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-203	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	72.37		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-209	3-45 PW BN, JP, PW:SAFETY, FACILI	71.75		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-209	3-45 PW BN, JP, PW:SAFETY, FACILI	103.00		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-214	3-45 PW BN, JP, PW:SAFETY, FACILI	428.83		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-301	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	139.43		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-301	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	565.37		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-301	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	99.84		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-301	3-45 PW BN, JP, PW:SAFETY, FACILI	280.99		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-309	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	977.46		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-310	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	195.66		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-311	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	294.39		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-312	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	1,010.78		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-360	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	4,753.79		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-360	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	4,915.47		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-362	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	1,025.01		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-363	3-46 PW:JS, CS, TU, JW:SIGN MAT,M	432.76		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-363	3-45 PW BN, JP, PW:SAFETY, FACILI	770.76		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-364	3-45 PW BN, JP, PW:SAFETY, FACILI	546.69		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-365	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	70.46		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-440	3-44 PW:AA, ZE, FG, TAGS, SOCKET A	769.55		
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-133-5-00-440	3-45 PW BN, JP, PW:SAFETY, FACILI	635.00		
								*** VENDOR 648 TOTAL	18,159.84	
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	347686	112904 AP	03/28/2025	5-133-5-00-306	3-53 218331 IC SAND	10,102.20		
369	HOLLIDAY	HOLLIDAY SAND & GRAVEL CO	347686	112904 AP	03/28/2025	5-133-5-00-306	3-53 218331 IC SAND	2,036.39		
								*** VENDOR 369 TOTAL	12,138.59	

START DATE: 03/22/2025 END DATE: 03/28/2025

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
19474	KANSAS COUNTRY STORE	KANSAS COUNTRY STORE	347869	113087 AP	03/28/2025	5-133-5-00-364	3-54 SAFETY BOOTS CHANDLER ELL	165.00	
2665	MITCHELL1	MITCHELL1	347877	113095 AP	03/28/2025	5-133-5-00-211	3-55 999891 PRODEMAND SOFTWARE	1,908.00	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	347879	113097 AP	03/28/2025	5-133-5-00-361	3-56 166713 TRAP ROCK	20,407.56	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	347879	113097 AP	03/28/2025	5-133-5-00-361	3-56 166713 TRAP ROCK	8,045.00	
781	NEW FRONTIER	NEW FRONTIER MATERIALS LLC	347879	113097 AP	03/28/2025	5-133-5-00-361	3-56 166713 TRAP ROCK	22,478.46	
							*** VENDOR 781 TOTAL		50,931.02
196	OLSSON	OLSSON, INC	347880	113098 AP	03/28/2025	5-133-5-00-213	3-58 019-28310 PROF SVC TO 3.0	4,149.75	
113	SUMNERONE INC	SUMNERONE INC	347892	113110 AP	03/28/2025	5-133-5-00-301	3-60 50LWC COPIES - PW	73.88	
668	TIREHUB	TIREHUB INC	347893	113111 AP	03/28/2025	5-133-5-00-309	3-57 407362 TIRES	876.84	
668	TIREHUB	TIREHUB INC	347893	113111 AP	03/28/2025	5-133-5-00-309	3-57 407362 TIRES	267.22	
							*** VENDOR 668 TOTAL		1,144.06
276	WEX	WEX BANK	347898	486	03/28/2025	5-133-5-00-304	3-59 PUB WORKS FUEL TO 3.23	116.27	
							TOTAL FUND 133		97,228.82

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-135-5-00-3	COMM CORR SH:INCENTIVES,SUPPLI	12.28	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-135-5-00-3	COMM CORR CS:PHARMACY, BIRTH C	77.59	
							*** VENDOR 648 TOTAL		89.87
28526	GUIDANCE C	THE GUIDANCE CENTER (TRAINING	347683	112901 AP	03/28/2025	5-135-5-00-200	FEB 2 INDIV THERAPY/CRISIS, 2	375.00	
28526	GUIDANCE C	THE GUIDANCE CENTER (TRAINING	347683	112901 AP	03/28/2025	5-135-5-00-201	FEB JAIL LIAISON	8,800.94	
							*** VENDOR 28526 TOTAL		9,175.94
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-135-5-00-200	5645204 OFFICE SUPPLIES	126.96	
							TOTAL FUND 135		9,392.77

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-136-5-00-201	COMM CORR RB:SUPPLIES,ADV BOAR	21.42	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-136-5-00-227	COMM CORR SH:INCENTIVES,SUPPLI	45.00	
							*** VENDOR 648 TOTAL		66.42
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	347677	112895 AP	03/28/2025	5-136-5-00-203	1274542 WATER/COOLER SVC -JISP	21.00	
1220	CULLIGAN OF GREATER	CULLIGAN OF GREATER KANSAS CIT	347677	112895 AP	03/28/2025	5-136-5-00-223	1274542 WATER/COOLER SVC -JISP	21.00	
							*** VENDOR 1220 TOTAL		42.00
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-136-5-00-301	5645204 COMM CORR OFFICE SUPPL	48.52	
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-136-5-00-321	5645204 COMM CORR OFFICE SUPPL	48.53	
7098	QUILL CORP	QUILL CORP	347885	113103 AP	03/28/2025	5-136-5-00-341	5645204 COMM CORR OFFICE SUPPL	48.52	
							*** VENDOR 7098 TOTAL		145.57
							TOTAL FUND 136		253.99

446	EQUIPMENT SHARE	EQUIPMENT SHARE INC	347679	112897 AP	03/28/2025	5-137-5-00-320	3-13 48309 CASE PINS, WASHERS,	528.24	
2588	FOLEY EQUIPMENT	FOLEY EQUIPMENT	347681	112899 AP	03/28/2025	5-137-5-00-320	3-14 016993 SENSOR,EXTENDER,ST	1,731.77	
27474	HEAVYQUIP	HEAVYQUIP	347685	112903 AP	03/28/2025	5-137-5-00-320	3-15 081730-C GRADER BLADES	3,080.00	
1123	POMPMIDWEST EFT	POMP'S TIRE SERVICE INC	347899	487	03/28/2025	5-137-5-00-321	3-16 1960724 TIRES	2,273.50	
							TOTAL FUND 137		7,613.51

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-138-5-00-227	COMM CORR KH:SUPPLIES,INCENTIV	22.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-138-5-00-227	COMM CORR KH:SUPPLIES,INCENTIV	39.96	
							*** VENDOR 648 TOTAL		62.71
							TOTAL FUND 138		62.71

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-139-5-00-201	COMM CORR JV:ZOOM RENEWAL	84.67	
							TOTAL FUND 139		84.67

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-144-5-00-2	COA:CC:PALS	187.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-144-5-00-2	COA:MS: PALS	415.60	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-144-5-00-3	COA:CC:PALS	208.58	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-144-5-00-3	COA:MS: PALS		57.36	
							*** VENDOR	648 TOTAL		869.50
							TOTAL FUND 144			869.50
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-202	COA:L&L,TNG,VEH ,BG CHECKS,MEM		732.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-209	COA:DO:ADS,BACKGROUND CK, VOLU		117.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-209	COA RK:DUES, LEISURE & LEARNIN		50.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-210	COA:DO:ADS,BACKGROUND CK, VOLU		90.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-210	COA:L&L,TNG,VEH ,BG CHECKS,MEM		60.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-213	COA DT:VEHICLE MAINT		1,112.09	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-252	COA:TH:MEETINGS, LEISURE&LEARN		51.96	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-253	COA:DO:ADS,BACKGROUND CK, VOLU		32.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-254	COA:JP:PROGRAM CONTINGENCIES		23.30	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-260	COA:PB:CHORE EQUIP / MAINT		78.88	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-305	COA:L&L,TNG,VEH ,BG CHECKS,MEM		41.18	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-306	COA:L&L,TNG,VEH ,BG CHECKS,MEM		110.35	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-345	COA:SH:C1, L&L,CONSUMABLES		34.55	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-750	COA:TP:LEISUER & LEARNING		112.72	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-750	COA RK:DUES, LEISURE & LEARNIN		402.68	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-750	COA:TH:MEETINGS, LEISURE&LEARN		251.62	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-750	COA:SH:C1, L&L,CONSUMABLES		12.36	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-00-750	COA:L&L,TNG,VEH ,BG CHECKS,MEM		6,179.75	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-05-201	COA:L&L,TNG,VEH ,BG CHECKS,MEM		220.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-05-301	COA:SH:C1, L&L,CONSUMABLES		14.73	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-145-5-07-302	COA:SH:C1, L&L,CONSUMABLES		1.52	
							*** VENDOR	648 TOTAL		9,729.55
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	347871	113089 AP	03/28/2025	5-145-5-00-301	COA MAIL SEALS		145.50	
12605	MUSHLIN, GARY	GARY MUSHLIN	347878	113096 AP	03/28/2025	5-145-5-00-254	COA PIANO SERVICE		125.00	
276	WEX	WEX BANK	347898	486	03/28/2025	5-145-5-00-304	COA FUEL TO 3.23.25		3,485.40	
							TOTAL FUND 145			13,485.45
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-146-5-00-301	CO TREAS SPEC:AH:SUPPLIES		12.39	
							TOTAL FUND 146			12.39
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-147-5-00-3	COA:L&L,TNG,VEH ,BG CHECKS,MEM		561.00	
							TOTAL FUND 147			561.00
7158	A-1 RENTAL	A-1 RENTAL	347667	112885 AP	03/28/2025	5-160-5-00-263	SOLID WASTE - MONTHLY TOILET R		125.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-202	SOLID WASTE:MAINT,TNG,OFC SUPP		935.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-208	SOLID WASTE:MAINT,TNG,OFC SUPP		131.95	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-212	SOLID WASTE:MAINT,TNG,OFC SUPP		42.10	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-213	SOLID WASTE:MAINT,TNG,OFC SUPP		2,290.00	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-301	SOLID WASTE:MAINT,TNG,OFC SUPP		372.56	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-301	COA:JA:FUEL/LUBE,OFC SUPPLY		327.15	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-160-5-00-304	COA:JA:FUEL/LUBE,OFC SUPPLY		47.96	
							*** VENDOR	648 TOTAL		4,146.72
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-160-5-00-210	ELEC SVC SOLID WASTE TRANSFER		459.52	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-160-5-00-210	ELEC SVC SOLID WASTE TRANSFER		65.13	
8686	EVERGY EFT	EVERGY KANSAS CENTRAL INC	347901	489	03/28/2025	5-160-5-00-210	ELEC SVC SOLID WASTE TRANSFER		401.07	
							*** VENDOR	8686 TOTAL		925.72
							TOTAL FUND 160			5,197.44

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#						
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	347637	485	03/25/2025	5-212-5-00-3	B&G,SD2:ZF:MATERIAL,ANNEX,CU B		218.80	
							TOTAL FUND 212			218.80
2570	BOND ESCROW REFUND	ROCKWOOD HOLDINGS LLC	347634	112882 AP	03/25/2025	5-503-5-00-2	3-1 REF ENTRANCE PERMITS GOLDE		100.00	
2570	BOND ESCROW REFUND	ROCKWOOD HOLDINGS LLC	347634	112882 AP	03/25/2025	5-503-5-00-2	3-1 REF ENTRANCE PERMITS GOLDE		100.00	
							*** VENDOR 2570 TOTAL			200.00
							TOTAL FUND 503			200.00
							TOTAL ALL CHECKS			276,473.17

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	123,567.55
108	COUNTY HEALTH	10,567.12
115	EQUIPMENT RESERVE	3,709.29
117	CO CLERK TECHNOLOGY	894.50
118	TREASURER TECH FUND	101.75
125	CPJJ	52.31
126	COMM CORR ADULT	254.75
127	COMM CORR ADULT NON GRANT	2,144.85
133	ROAD & BRIDGE	97,228.82
135	COMM CORR OPIOID	9,392.77
136	COMM CORR JUVENILE	253.99
137	LOCAL SERVICE ROAD & BRIDGE	7,613.51
138	JUV INTAKE & ASSESSMENT	62.71
139	JDC: FAMILY STRONG	84.67
144	PALS (PETS AND LOVING SENIORS	869.50
145	COUNCIL ON AGING	13,485.45
146	COUNTY TREASURER SPECIAL	12.39
147	MEMORIALS (COA)	561.00
160	SOLID WASTE MANAGEMENT	5,197.44
212	SEWER DISTRICT 2: TIMBERLAKES	218.80
503	ROAD & BRIDGE BOND ESCROW	200.00
	TOTAL ALL FUNDS	276,473.17

CONSENT AGENDA 4/2/25
CHECKS 3/22 - 3/28

Leavenworth County Request for Board Action

Date: March 27, 2025

To: Board of County Commissioners

Cc: Mark Loughry; Bill Noll; John Jacobson

From: Misty Brown

Department Head Approval: N/A

Additional Reviews as needed:

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

Action Requested: Conduct a rehearing of the **amended** island annexation request and make a determination that the annexation proposed by the City of Tonganoxie, Kansas, embodied by Resolution 02-24-01, **as amended**, will **not** hinder the proper growth and development of the area.

Recommendation: It is recommended that the Board rehear the matter and find that the proposed island annexation **does not** hinder the proper growth and development of the area.

Analysis: This matter comes back before the Board of County Commissioners for rehearing pursuant to an order issued by the Court on January 10, 2025. The timeline of events are as follows:

- The City initiated a proposed annexation of a part of the area eventually sought to be annexed by adopting City Resolution 10-23-03.
- The Board found that the annexation would hinder the proper growth and development of the area and denied the annexation on November 8, 2023.
- The City adopted Ordinance No. 1516 on November 20, 2023 which purported to annex the subject area, and the County challenged the validity of the ordinance as the ordinance was not brought before the County for consideration as required by statute.
- The City then adopted Resolution No. 01-24-01 on January 2, 2024 and sought County review of the proposed annexation.
- On January 31, 2024, the County considered Resolution No. 01-24-01 and found the proposed annexation would hinder the proper growth and development of the area.
- On February 5, 2024, the City adopted Resolution No. 02-24-01 seeking to annex the area.
- On April 3, 2024, the Board considered Resolution No. 02-24-01 but continued the matter to May 1, 2024 for discussion of a new road maintenance agreement to address concerns pertaining to the proposed annexation.
- On May 1, 2024, upon request, the Board continued consideration of the matter to May 15, 2024.
- On May 15, 2024, the Board continued the matter to June 12, 2024.
- On June 12, 2024, the Board considered Resolution No. 02-24-01 and found that the annexation would hinder the proper growth and development of the area due to unresolved concerns related to access, maintenance, and financial responsibilities for the roadways surrounding the area.
- The City appealed the matter, and a hearing was conducted in District Court on December 18, 2024. The Court found that Ordinance No. 1516 was valid and enforceable but remanded the matter back to the Board for rehearing.
- County staff and City staff met on March 13, 2025 to discuss the proposed annexation.
- The City has submitted an amended legal description of the area to be annexed along with a map of the proposed annexation site and a letter clarifying that they intend to annex to the centerline

of all of 222nd street thereby satisfying the prior concerns that the County had in regard to access and maintenance obligations.

- On March 26, 2025, the Board tabled the matter to April 2, 2025 to allow the full Board to rehear the matter.

Alternatives: (1) Make the finding that the proposed annexation will hinder the proper growth and development of the area with a 2/3 majority vote; or (2) table the matter for future consideration to a date certain.

Budgetary Impact: Cannot be determined at this time due to the issues discussed above.

- 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: (1) Copy of City Resolution No. 02-24-01; (2) ammended legal description submitted by the City; (3) an amended map of the annexation area submitted by the City; and (4) a letter to the BOCC submitted by the City.

FINDINGS OF THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LEAVENWORTH, KANSAS MADE PURSUANT TO THE PROVISIONS OF K.S.A. 12-520c AND RELATING TO RESOLUTION NO 2-24-01 OF THE CITY OF TONGANOXIE KANSAS.

NOW ON THIS 2ND DAY OF APRIL, 2025, during a regularly scheduled meeting, the Board of County Commissioners of the County of Leavenworth, Kansas (“Board”) did consider Resolution No. 2-24-01 of the City of Tonganoxie, Kansas (“City”) for the purpose of making the findings required by K.S.A. 12-520c relating to the proposed annexation of land by the City.

WHEREUPON, the Board reviewed information by county staff regarding the question of whether the proposed annexation would hinder or prevent the proper growth and development of the area. The board also considered information and testimony presented on behalf of the city. Upon consideration of the information provided and discussion of the topic by the members of the board, the following findings were made:

1. The City’s amended proposal including the annexation of all of 222nd street to the centerline satisfies the prior concerns that the County had in regard to access and maintenance obligation.
2. The amended proposal also satisfies the County’s prior concerns surrounding how road access is gained and when or by whom necessary maintenance and future roadway improvements.
3. That based on the totality of the record, the proposed annexation will not hinder or prevent the proper growth and development of the area.

SO FOUND THIS 2ND DAY OF APRIL, 2025

BOARD OF COUNTY COMMISSIONERS
OF LEAVENWORTH COUNTY, KANSAS

Mike Smith, CHAIR

Jeff Culbertson, MEMBER

Vanessa Reid, MEMBER

Willie Dove, MEMBER

Mike Stieben, MEMBER

ATTEST:

Fran Keppler, CLERK

**Leavenworth County
Request for Board Action
Resolution 2025-06
Special Use Permit RJ Farm
Regular Agenda**

Date: April 2, 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**

Action Requested: Consider the Planning Commission’s recommendation regarding the Applicant’s Special Use Permit as outlined in case DEV-24-125 be approved with conditions.

Analysis: The applicant is requesting a Special Use Permit for outdoor events to host rodeos but can also include weddings, birthdays, etc. This request does not include approval for any event that is defined as a private event per the Leavenworth County Zoning & Subdivision Regulations. The applicant is proposing to hold up to 15 events per calendar year, with maximum attendance capped at 300 people. Most of these events will be one-day events but can also extend to multi-day events. The narrative indicated that they plan on holding weekend events with operable hours being from 12 pm to 11 pm. Staff, competitors and vendors will be on-site before and after operation times for setting up and clean up.

Third-party vendors will be used for portable toilets, retail sales and food sales. The applicant will not provide or sell alcohol. An entry fee will be required for some events. Adequate parking for 400 vehicles is provided, however it is likely that most events will not generate that much parking. The owners have upgraded their entrance to allow for two-way traffic in and out of the property. No parking or stacking will be permitted on the public right-of-way. Any waste generated from the events will need to be removed or handled in compliance with the proposed conditions and all local, state and federal regulations. The existing stage is located within the Floodplain and has received a floodplain permit.

The property owner has been noticed for zoning violations in the past regarding events without permits. During the summer of 2024, the applicant applied for and was approved for a temporary special use permit for a rodeo event. No complaints were received.

Staff recommends this permit be classified as Type 3 with a time limit recommendation of 5 years per the conditions and uses proposed.

Update: The Board of County Commissioners considered this request at the February 5, 2025 meeting. During that meeting the Board remanded this case back to the Planning Commission for an additional public hearing and consideration of additional information and conditions that the Board discussed.

At the March 12, 2025 Planning Commission meeting, the Commission held a public hearing to review additional information about the case and to consider additional conditions that include:

- Certification of Security on Premises by Law Enforcement Officers or Private Security
- Licensed Alcohol Vendors/Servers
- Certification that all Federal, State and Local laws are being complied with during events
- Certification that all animals comply with State registration or vaccination requirements
- Assurance that no tail-pulling or horse tripping occur during any event
- Engineering report submitted for bleachers on the property
- Increase the recommended Liability Coverage for the County
- Requirement that a licensed veterinarian be on-site during rodeo events

Planning Commission Recommendation: The Planning Commission voted 8-0 (1 absent) to recommend approval of Resolution 2025-06 (Case No. DEV-24-125) of a Special Use Permit for RJ Farms with amended conditions. Condition #8 has been amended to “*The conditional special use permit shall be limited to one year*”, Condition #15 amended to remove “*No amplifiers will be permitted for any live music band*” and Condition #22 to add “*including horse tripping.*” The Commission also recommended adding a condition be added that requires a licensed veterinarian be on-call during rodeo events.

Alternatives:

1. Approve Case DEV-24-125 (Resolution 2025-06), Special Use Permit for Fairgrounds with Outdoor Events for RJ Farm, with Findings of Fact with a majority vote; or

Motion: Chairman, I find that this request for a Special Use Permit complies with the Golden Factors and move to adopt Resolution 2025-06 and conditionally approve the Special Use Permit as outlined in Case DEV-24-125 based on the recommendation and conditions of the Planning Commission and the findings as set forth in the Staff Report.

2. Deny Case DEV-24-125 (Resolution 2025-06), Special Use Permit for Fairgrounds with Outdoor Events for RJ Farm, with Findings of Fact by overriding the Planning Commission’s recommendation with a 2/3 majority vote; or

Motion: Chairman, I find that this request for a Special Use Permit does not comply with Golden Factors (LIST FACTORS) and move to deny Resolution 2025-06 and deny the Special Use Permit as outlined in Case DEV-24-125.

3. Revise or Modify the Planning Commission Recommendation to Case DEV-24-125 (Resolution 2025-06), Special Use Permit for Fairgrounds with Outdoor Events for RJ Farm, with Findings of Fact by overriding the Planning Commission’s recommendation with a 2/3 majority vote.

Motion: Chairman, I find that this request for a Special Use Permit complies with the Golden Factors and move to adopt Resolution 2025-06 and conditionally approve the Special Use Permit as outlined in Case DEV-24-125 based on the recommendation and conditions of

the Planning Commission and the findings as set forth in the Staff Report subject to the following additional conditions (LIST CONDITIONS OR MODIFICATIONS).

Budgetary Impact:

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

Total Amount Requested:

\$0.00

Additional Attachments: Staff Report, Planning Commission Minutes

**LEAVENWORTH COUNTY
PLANNING COMMISSION
STAFF REPORT**

CASE NO: DEV-24-125 RJ Farm

March 12, 2025

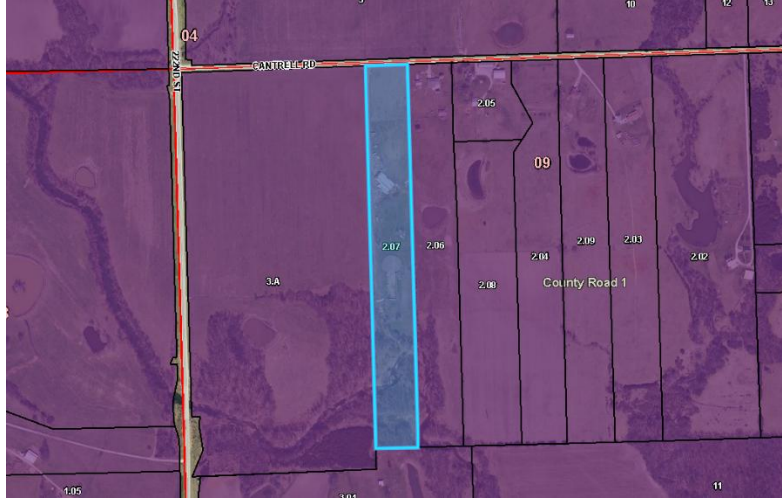
REQUEST: Public Hearing Required

- Zoning Amendment Special Use Permit
 Temporary Special Use Permit

STAFF REPRESENTATIVE:

Amy Allison
Deputy Director

SUBJECT PROPERTY: 00000 Cantrell Road



APPLICANT/APPLICANT AGENT:

JOE HERRING
Herring Surveying Co
315 N 5th Street
Leavenworth, KS 66048

PROPERTY OWNER:

Aurelio Haro & Norma Brockenberry
17564 W 158th Terrace
Olathe, KS 66052

CONCURRENT APPLICATIONS:
N/A

LAND USE

ZONING: RR-5

FUTURE LAND USE DESIGNATION:
County Road 1

LEGAL DESCRIPTION:

Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas.

SUBDIVISION: Whispering Plains

FLOODPLAIN: Zone A and X

STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS

PROPERTY INFORMATION

ACTION OPTIONS:

PARCEL SIZE: 17.5 ACRES

1. Recommend approval of Case No. DEV-24-125, Conditional Special Use Permit for RJ Farm for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-125, Conditional Special Use Permit for RJ Farm for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL ID NO:
222-09-0-00-00-002.07

BUILDINGS:
Barn, Stage and Arena

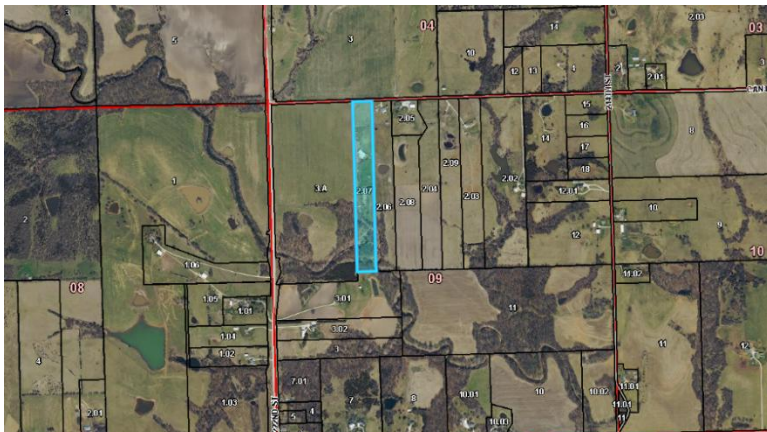
PROJECT SUMMARY:

Request for a Special Use Permit to operate an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events at 00000 Cantrell Road (PID 222-09-0-00-00-002.07).

ACCESS/STREET:

Cantrell Road
County Local
±26' WIDE, GRAVEL

Location Map:



UTILITIES

SEWER: SEPTIC
FIRE: Fire District #2
WATER: RWD #10
ELECTRIC: EVERGY

NOTICE & REVIEW:

STAFF REVIEW: 12/23/2024
NEWSPAPER NOTIFICATION:
12/17/2024
NOTICE TO SURROUNDING
PROPERTY OWNERS:
12/17/2024

FACTORS TO BE CONSIDERED:		
<i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>	Met	Not Met
<p>1. Character of the Neighborhood: <i>Density: The surrounding neighborhood is not dense, parcels ranging in size from 5.8 acres to over 150 acres.</i></p> <p><i>Nearby City Limits: The City of Linwood is approximately 2.3 miles to the southeast.</i></p> <p><i>Initial Growth Management Area: This parcel is not located within an Urban Growth Area.</i></p>	✓	
<p>2. Zoning and uses of nearby property: <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature.</i></p> <p><i>Adjacent Zoning: Adjacent parcels are zoned RR-5 and MXD.</i></p>	✓	
<p>3. Suitability of the Property for the uses to which is has been restricted: <i>The property is 17.5 acres. The property is suitable as a rural residence, for agricultural uses and the proposed use is allowed with a Special Use Permit.</i></p>	✓	
<p>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</p> <p><i>The use is unlikely to detrimentally impact neighboring parcels.</i></p> <p><i>The proposed use will have increased noise levels; however, staff is proposing a condition that noise levels shall not exceed 60 dB as measured from the property line.</i></p> <p><i>Traffic: Proposed events will increase traffic to the site but with approximately 1.5 events per month, traffic at the elevated levels will be for a short term and infrequent.</i></p> <p><i>Lighting: The applicant indicated that exterior lighting will be used. Staff recommends placing a condition that foot-candles will have no net increase, as measured from the property line.</i></p> <p><i>Outdoor Storage: No outdoor storage is proposed with this request.</i></p> <p><i>Parking: Parking is provided and is adequate for the proposed use.</i></p> <p><i>Visitors/Employees: The applicants are requesting to hold events with up to 300 attendees. All events may not have the maximum capacity proposed. Staff will be on-site to support the events and provide parking assistance. Staff recommends placing a condition for the maximum event attendees at 300.</i></p> <p><i>Waste: The applicant does not store chemicals, lubricants, oils or other chemicals on the property. The proposal states that a third-party portable vender will be utilized. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.</i></p>	✓ (Condition 15) ✓ ✓ (Condition 14) ✓ ✓ ✓ (Condition 7) ✓ (Condition 17, 18 & 19)	
<p>5. Length of time the property has been vacant as zoned:</p> <p><input type="checkbox"/> Vacant:</p> <p><input checked="" type="checkbox"/> Not Vacant: <i>The property does have an existing barn, stage and arena on-site.</i></p>	✓	

<p>6. Relative gain to economic development, public health, safety and welfare: <i>The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.</i></p>	✓	
<p>7. Conformance to the Comprehensive Plan: <i>Future Land Use Map: County Road 1 County Road 1 shows this area as remaining RR-5, its current zoning designation. Since this use is allowed with a Special Use Permit in that zoning designation, staff feels that it meets the intent of the Comprehensive Plan.</i></p>	✓	

STAFF COMMENTS:

The applicant is requesting a Special Use Permit for outdoor events to host rodeos but can also include weddings, birthdays, etc. This request does not include approval for any event that is defined as a private event per the Leavenworth County Zoning & Subdivision Regulations. The applicant is proposing to hold up to 15 events per calendar year, with maximum attendance capped at 300 people. Most of these events will be one-day events but can also extend to multi-day events. The narrative indicated that they plan on holding weekend events with operable hours being from 12 pm to 11 pm. Staff, competitors and vendors will be on-site before and after operation times for setting up and clean up.

Third-party vendors will be used for portable toilets, retail sales and food sales. The applicant will not provide alcohol. An entry fee will be required for some events. Adequate parking for 400 vehicles is provided, however it is likely that most events will not generate that much parking. The owners have upgraded their entrance to allow for two-way traffic in and out of the property. No parking or stacking will be permitted on the public right-of-way. Any waste generated from the events will need to be removed or handled in compliance with the proposed conditions and all local, state and federal regulations. The existing stage is located within the Floodplain and has received a floodplain permit.

The property owner has been noticed for zoning violations in the past regarding events without permits. During the summer of 2024, the applicant applied for and was approved for a temporary special use permit for a rodeo event. No complaints were received.

Staff recommends this permit be classified as Type 3 with a time limit recommendation of 5 years per the conditions and uses proposed.

STAFF RECOMMENDED CONDITIONS:

1. Provide an updated site plan showing the location of the additional 50 parking spaces outlined in narrative.
2. Property entrance shall be built to the specifications of the Driveway Template designed by David Lutgen. Applicant shall provide confirmation to staff by way of photographs to verify improvement.
3. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
4. Provide a copy of the contract for the Portable Toilet provider.
5. The applicant shall comply with the Narrative submitted on December 12, 2024.
6. Events shall be limited to 15 events in a calendar year.
7. Occupancy for all events shall be limited to 300 people. Employees shall be limited to 15 people.
8. The conditional special use permit shall be limited to 5 (five) years.
9. No events shall take place inside the agricultural building.
10. There shall be no on-street parking allowed.
11. Traffic shall not queue onto the public road network when entering the site.

12. No events shall be allowed within any public rights-of-way.
13. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
14. Lighting generated from the event shall be limited 0.00 foot-candles net gain, as measured at the property line.
15. Noise generated from an event held at this facility including, but not limited to: live music, DJ, and noise from guests shall be limited to 60 decibels at the property line. No amplifiers will be permitted for any live music band.
16. No extension cords may cross driveways or drive aisles.
17. All dumpsters shall be screened from public right-of-way.
18. All garbage and animal waste must be removed from the property and disposed of in accordance with local and state requirements and within 2 business days of the event.
19. All portable restrooms must be maintained in a professional manner and removed from the property within 2 business days of the event.
20. The applicant shall comply with the following:
 - a. Leavenworth Fire District 2 email, dated October 18, 2024
 - b. RWD #10, dated October 31, 2024
 - c. Public Works memo, dated December 23, 2024
 - d. Emergency Management, dated December 12, 2024
21. That no public nuisance be allowed or created upon the subject real property.
22. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
23. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. The RJ Farm Events, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

MARCH 12, 2025 UPDATE:

The Planning Commission considered this item on January 8, 2025 and recommended approval to the Board of County Commissioners with conditions. The Board of County Commissioners remitted this item back to the Planning Commission for further consideration. Information that was obtained from the public after the January 8, 2025 is included in the packet for consideration. None of the added information has been verified by staff. It is staff's understanding there are no current or pending cases as of this writing.

ATTACHMENTS:

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

Whispering Plains Army
Lot 1

#185

SPECIAL USE PERMIT APPLICATION

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

RR 5 PAID 400.00 Energy RWD 10

458 SWP

17.50

County Rd 1 plan

222-09

002.07 Reno

APPLICANT/AGENT INFORMATION	OWNER INFORMATION (If different)
NAME <u>Arnelio Haro / Norma Brockenberry</u>	NAME _____
ADDRESS <u>17564 W 158th Terr</u>	ADDRESS _____
CITY/ST/ZIP <u>Olathe KS 66062</u>	CITY/ST/ZIP _____
PHONE <u>(913) 424-0785</u>	PHONE _____
EMAIL <u>brockenberrynorma@yahoo.com</u>	EMAIL _____
CONTACT PERSON <u>Norma</u>	CONTACT PERSON _____

PROPERTY INFORMATION

PID: 222-09 002.07 Zoning District: RR 5

Address of property 21985 Cantrell road Parcel size 17.5 acres

Current use of the property Farming

Does the owner live on the property? Yes No

Proposed Special Use Family activities, Music and food, Rodeos, Hispanic culture parties

TAX ASSESSEMENT STATEMENT

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

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

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

Signature [Signature] Date 8/21/24

ATTACHMENT A

PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business RJ Farm

Existing and Proposed Structures One

Number of structures used for Special Use Permit one

Will the use require parking? Yes No How many parking spaces are proposed/available? 400

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

Reason for requesting a Special Use Permit: To be able to have events following the city regulations and requirements

Estimated Traffic

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

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?
Daily _____ Weekly _____ Monthly 800 - 2 events

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?
Daily _____ Weekly _____ Monthly 4

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

Passenger: Months _____ Weeks _____ Days _____
Commercial: Months _____ Weeks _____ Days _____

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):
early in the morning commercial trucks delivering Johnny on the Spots Music Truck, food truck

What is the anticipated route(s) from the nearest State Highway to the Site? I-70 located to the South

Special Use Permit Renewal

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:
None

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

Janet Klasmaker
COUNTY CLERK

Mail Tax Statement to:
17504 W 158th Terr
Olathe KS 66062
Property Address _____

JOINT TENANCY QUIT CLAIM DEED Pursuant to K.S.A. 79-1437 (e), a real estate validation questionnaire is not required due to exemption no. 9.

GRANTOR Aurelio HARO
(single/married person(s))

CONVEY and QUITCLAIM TO
Aurelio HARO AND Norma Brackenberry
(single/married person(s))

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

Lot 1 in Whispering Plains, a subdivision in Leavenworth county, Kansas, according to the recorded plat thereof, in Leavenworth county, Kansas.
A.H

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

Dated this 12 day of April A.D. 20 22

Aurelio Haro
GRANTOR (Signature)

[Signature]
GRANTOR (Signature)

Aurelio HARO
(Printed Name)

Norma Brackenberry
(Printed Name)

STATE OF KANSAS, COUNTY OF LEAVENWORTH

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared Aurelio HARO & Norma Brackenberry known to me be the same person(s) who executed the within Transfer on Death Deed and who acknowledged the execution of same as a free act and deed. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Brenda R. Frakes
NOTARY PUBLIC (Signature)
Brenda R. Frakes
(Printed Name)
My commission expires: 6/29/2024



OWNER AUTHORIZATION

I/WE Aurelio Haro, Norma Brockenberry, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 8 day of 21, 2024, make the following statements, to wit:

- I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property
See Attachment "A" attached hereto and incorporated herein by reference.
- I/We the undersigned, have previously authorized and hereby authorize Joe Herring (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, _____ (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Aurelio Haro
Owner

[Signature]
Owner

STATE OF KANSAS
COUNTY OF ~~LEAVENWORTH~~ Johnson (KH)

The foregoing instrument was acknowledged before me on this 21 day of August, 2024,
by Norma Brockenberry.

My Commission Expires: 09/08/2024

KELSIE HODES
Notary Public-State of Kansas
My Appt. Expires 09/08/2024

Kelsie Hodess
Notary Public

ATTACHMENT C

This narrative is for the events to be held at RJ farm at 21985 Cantrell Road on a tract of ground with approximately 17.5 acres of land. Land has an agriculture building which could be used for shelter in case of emergency. There are some residential houses to the northeast of the events site, all are over 1000 feet from the event area. The south half of the property is treed and in flood plain. The closest residence to the south over this area is 1320 feet from the event area. Portable restrooms will be provided by a 3rd party vendor A1 rental located in Topeka KS. These events should not cause any conflict with the surrounding parcels there will be 0 decibels increased at the property line and 0 increased of foot candle, no light will spill over to the adjoining property. Majority of the other parcels are agriculture in nature and very few residents. Attendees are encouraged to use 222nd Street to Cantrell Road to access the event. Cantrell road is gravel and dust will be created but with the encourage route all vehicles should travel in front of agriculture property and the distance on the gravel road would be 1320 feet. Majority of the traffic volume will occur at the beginning and end of the event. Parking is all on the site and can handle the expected number of vehicles and trailers. The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property. The proposed events hours of operation 12pm -11pm one day event. Pre- event checking and commercial vehicles traffic will begin at 10am-12pm (porta potty, trash truck, music vehicle and food vendors). The proposed number of events will be approximately 15 public events per year if all the plans were to fall in place, most of them are rodeos but few private smaller events such as but not limited to weddings and birthdays. The expected number of attendees on this public events is 300 and there will be a required fee depending on the event. Number of employees at the property when doing this public events will be 3-10 depending on the magnitude of the event. Employees will each create 2 trips per event. Safety signs are posted around the farm they are different sizes, no signs are digital or lighted there will be no outdoor displays. There is no chemical, oils, fluids or lubricants usage. No outdoor storage of materials. The farm uses well water to clean, as for potable water it will be brought in with sodas and other soft drinks, as for any alcohol beverage none will be sold by the applicant. Food and any retail vendors will be provided by a 3rd party vendors. Any advertising will be done on the company website or digital platform example (Facebook, Instagram, etc). For emergency and safety, there will be security employees keeping people safe and the right channels notified in case of an emergency. The entrance and exit have ample space for a vehicle to come in and out at the same time. In the events there will be generators used for electricity. There will be 400 parking spots vehicles including 50 trailers there will be no parking outside the property at all-time, all the parking will be within the facility.

Aurelio Haro

Norma Brockenberry

RJ farm

21985 Cantrell road Linwood KS 66052

2. There will be no outdoor storage of materials
3. 3-10 employees
4. There will be signage of safety displayed at the entrance of the farm
5. There will be 0 decibels increased at the property line
6. 0 increased of foot candles at the property line no light will spill over at the adjoining property
7. No outdoor display
8. Yes by 3rd party vendors
9. 300 a fee will be require yes for the rodeos
10. Yes 3rd party vendor
11. None will be sold by the applicant
12. No chemicals or hazardous material will be used
13. No oils or lubricants materials be used
14. A1 portable 3rd party located in Topeka
15. Emergency plan already sent on 12/12/24
16. Hours of operation 12pm-11pm one day events. Pre event checking and commercial vehicle traffic will begin at 10am (porta potty , trash truck, music vehicle) and food vendors. Clean up will happen within 24 hours at the end of every event
17. 15 public events most of them rodeos but few private smaller events such as but no limited too such as weddings and birthdays.

Department of public works Olsson

2. The expected number of trips per month. Will varied depending on the events and type of events the number was about 400 (200 in and 200 out)

3. Expected number of livestock trailers about 50

1. No street parking space will be needed

1. Expected guest 300 with 400 parking spaces needed with some driving solo and other with 2 attendees per vehicle.

15- public events most of them rodeos a year-each event include 300 guest (2 attendees per vehicle) 50 truck with trailers (1 attendee per vehicle) 10 employees, 2 commercial vehicles (1 trash truck 1 porta potty) 3 supportive vehicles 2 food and 1 music. With a few smaller private events.

1. All parking will be inside the premises no outside parking
2. Driveway template done by professional Kansas engineer David Lutgen
3. All vehicles will be parked inside the premises inside the farm no outside parking will be allowed
4. The drive way is dirt road and two vehicle are able to come in and out at the same time since it is an open ground, the entrance gate 20' wide.

SITE PLAN

Lot 1, WHISPERING SUBDIVISION,
Leavenworth County, Kansas.

PREPARED FOR:

HARO, AURELIO & BROCKENBERRY, NORMA
21985 Cantrell Road
Linwood, KS 66086
PID # 222-09-0-00-00-002.07

Parking Note:

Grid is show for the referenced
350 parking space per narrative
Standard Parking - 10'x20'
Oversized Parking - 15'x40'
Parking area is grass.

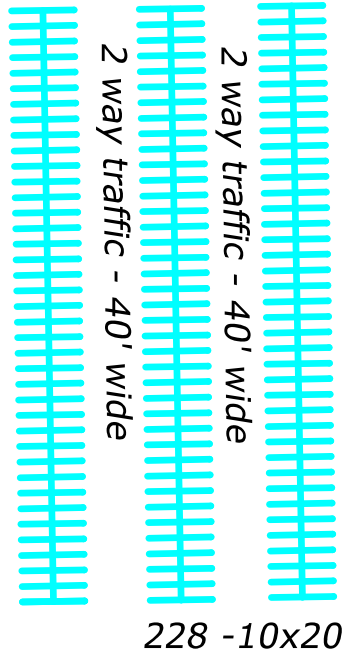
ADDITIONAL NOTES:

- Sound System in Stage Area
- Vendor Area, if any, as shown.
- Lighting, if any, will be around Stage Area and/or Rodeo Area

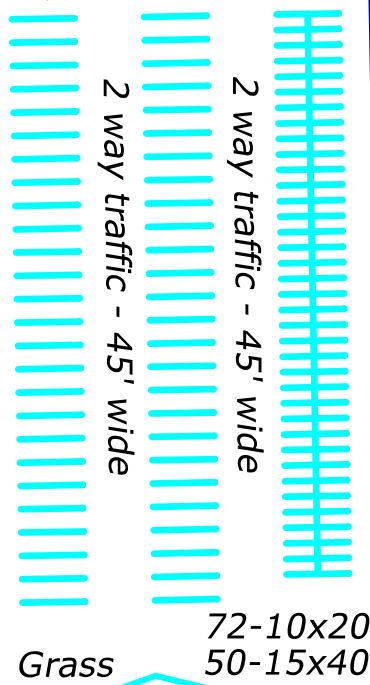
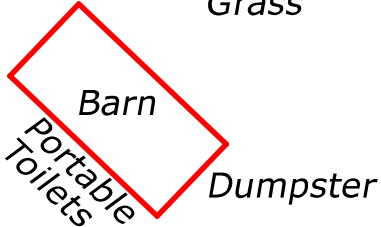
CANTRELL ROAD
330'

40' R/W
20' Gate

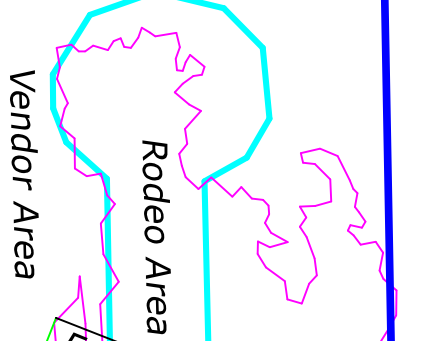
Parking Area
Grass



Grass



Grass



Fence Line

Fence Line

Gravel Driveway

817.5'

817.2'

Stage is built on piers
Stage deck elev. 820'+
< 700 Sq.Ft. in Area

BFE 817.75', Prorated

BFE 817.62', Prorated

Special Flood Hazard
Area - Zone A
20103C0325G



Not to Scale

Job # K-24-1804
May 30, 2024 Rev. 11-2-24

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

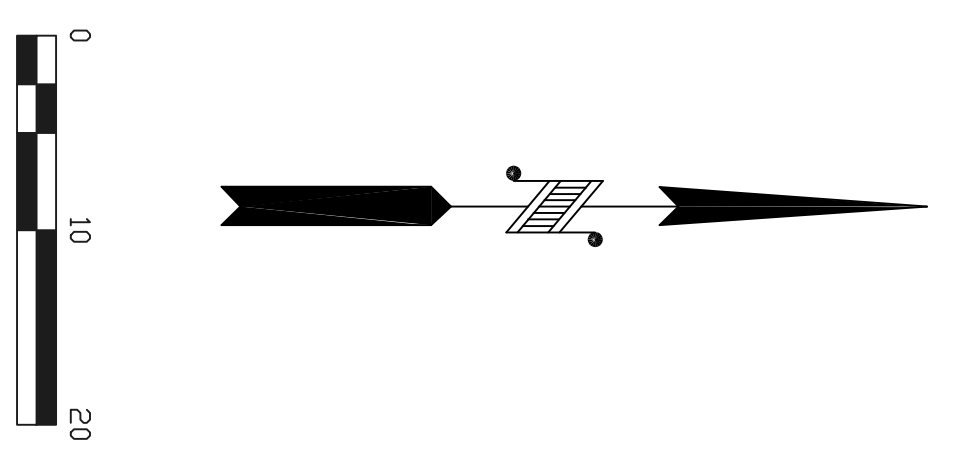
THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

AUTOCAD VER.13 INFORMATION BLOCK		
DRAWING:	BY:	DATE:
XREF DWG1: NONE	XREF DWG2: NONE	
XREF DWG3: NONE	XREF DWG4: NONE	



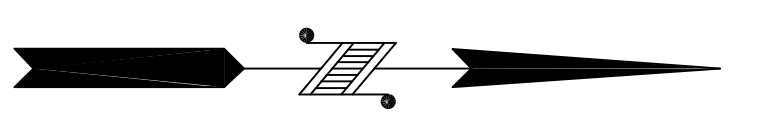
SHEET NO. 1	HARO EVENT LINWOOD KS	Designed By _____ Drawn By _____ Checked By _____ Issue Date: _____ Job No. _____	5					
	EASTBOUND RIGHT TURN		4					
			3					
			2					
			1					
			NO.	DATE	REVISIONS	BY	APP'D.	

AUTOCAD VER.13 INFORMATION BLOCK		
DRAWING:	BY:	DATE:
XREF DWG1: NONE	XREF DWG2: NONE	
XREF DWG3: NONE	XREF DWG4: NONE	



SHEET NO. 2	HARO EVENT LINWOOD KS	Designed By _____ Drawn By _____ Checked By _____ Issue Date: _____ Job No. _____	5				
	WESTBOUND LEFT TURN		4				
			3				
			2				
			1				
			NO.	DATE	REVISIONS	BY	APP'D

AUTOCAD VER.13 INFORMATION BLOCK		
DRAWING:	BY:	DATE:
XREF DWG1: NONE	XREF DWG2: NONE	
XREF DWG3: NONE	XREF DWG4: NONE	



Designed By	2.5				
Drawn By	2.4				
Checked By	2.3				
Issue Date:	2.2				
Job No.	2.1				
	NO.	DATE	REVISIONS	BY	APP'D

HARO EVENT
LINWOOD KS

RECOMMENDED ENTRANCE DIMENSIONS

SHEET NO.
2

Tax History Inquiry for HARO,AURELIO & BROCKENBERRY,NORMA

[View Parcel Information](#) --- [Tax Search Page](#)

Property Address											
CANTRELL RD											
Tax ID		Sec-Twn-Rng	Sub	Blk	Lot	Description				Parcel Id/Cama	Parcel Classes
2024 RealEstate - 31495		09-12-21E	WHISPERING PLAINS		1	WHISPERING PLAINS, S09, T12, R21E, LOT 1; , ACRES 17.53				222-09-0-00-00-002.07-0	Agricultural Real Estate
Tax Unit	USD	Cty/Twn	Assessed Valuation	Mill Levy	Ad Valorem	Special Assessments	Total Tax	Total Paid	DIq	Book-Page	Date of Transfer
101	458	RENO TOWNSHIP	\$7746	116.402	\$901.66	\$0	Amount \$901.66	Amount \$0	No	0842 - 1974	0

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**[™]
TECHNOLOGIES



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Norma S Brockenberry

ISSUE DATE
10/28/2024

TRANSACTION ID
T66C-8EKH-8XDP

CONFIRMATION NUMBER
C4CA-TM3T-JXJJ

TAX CLEARANCE VALID THROUGH 01/26/2025

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

September 30, 2024

Amy Allison
Deputy Director
Leavenworth County Planning & Zoning Department
300 Walnut St
Leavenworth, KS 66048

Re: Haro Cantrell Rd Property

Ms. Allison,

I have reviewed the construction of the stage that is located on the Haro property on Cantrell Rd east of 222nd St in Leavenworth County. Based upon the location within the floodplain and the type of construction, driven piers, it is my engineering opinion that this structure will not cause a rise on the floodplain.

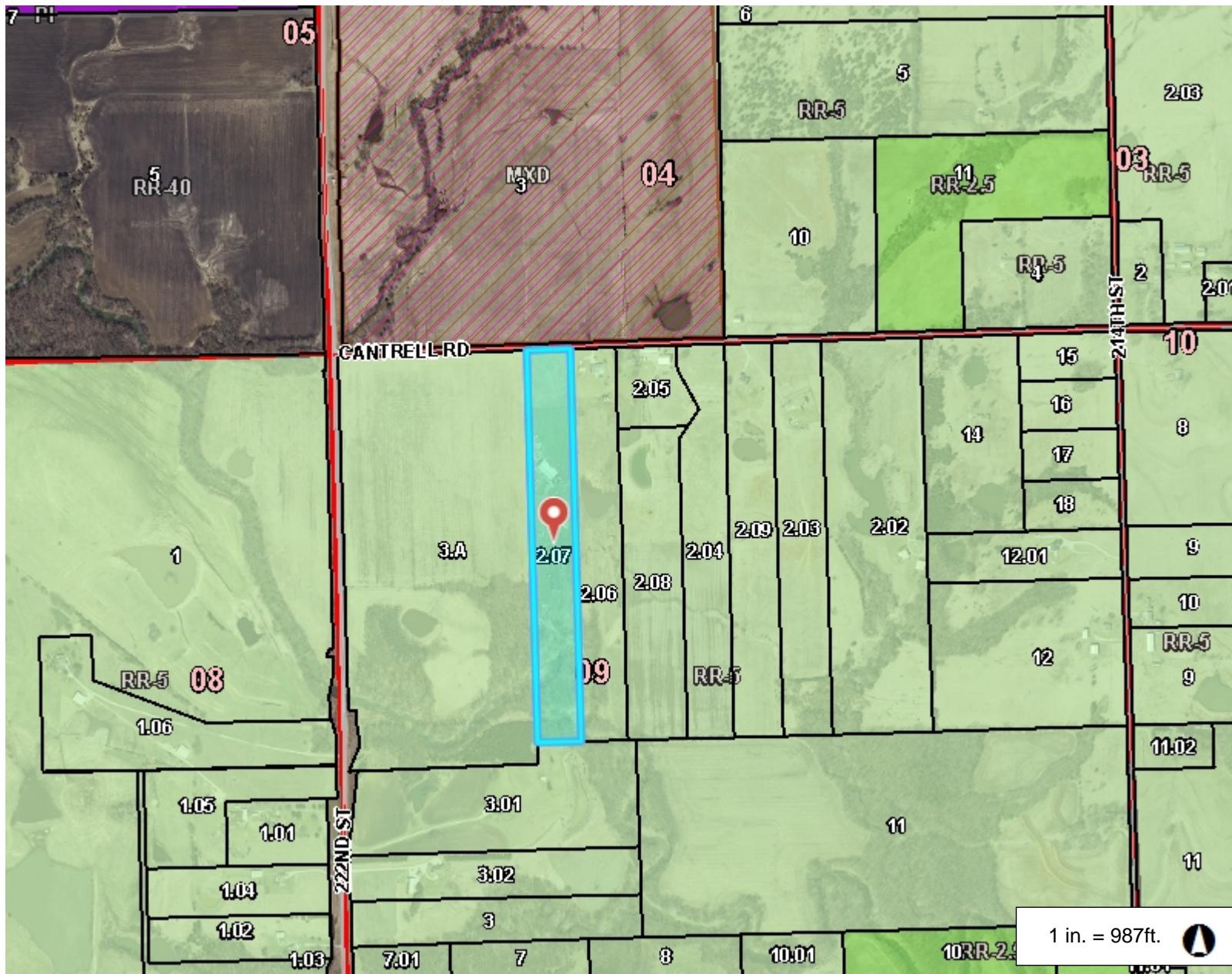
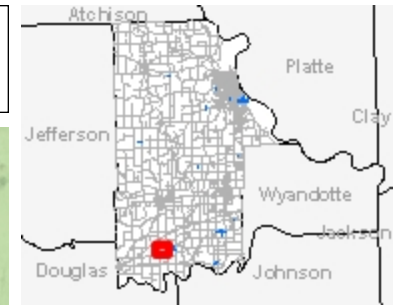
Thank you,



David Lutgen, P.E.



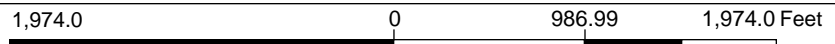
DEV-24-125 RJ FARM SUP



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 in. = 987ft.



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

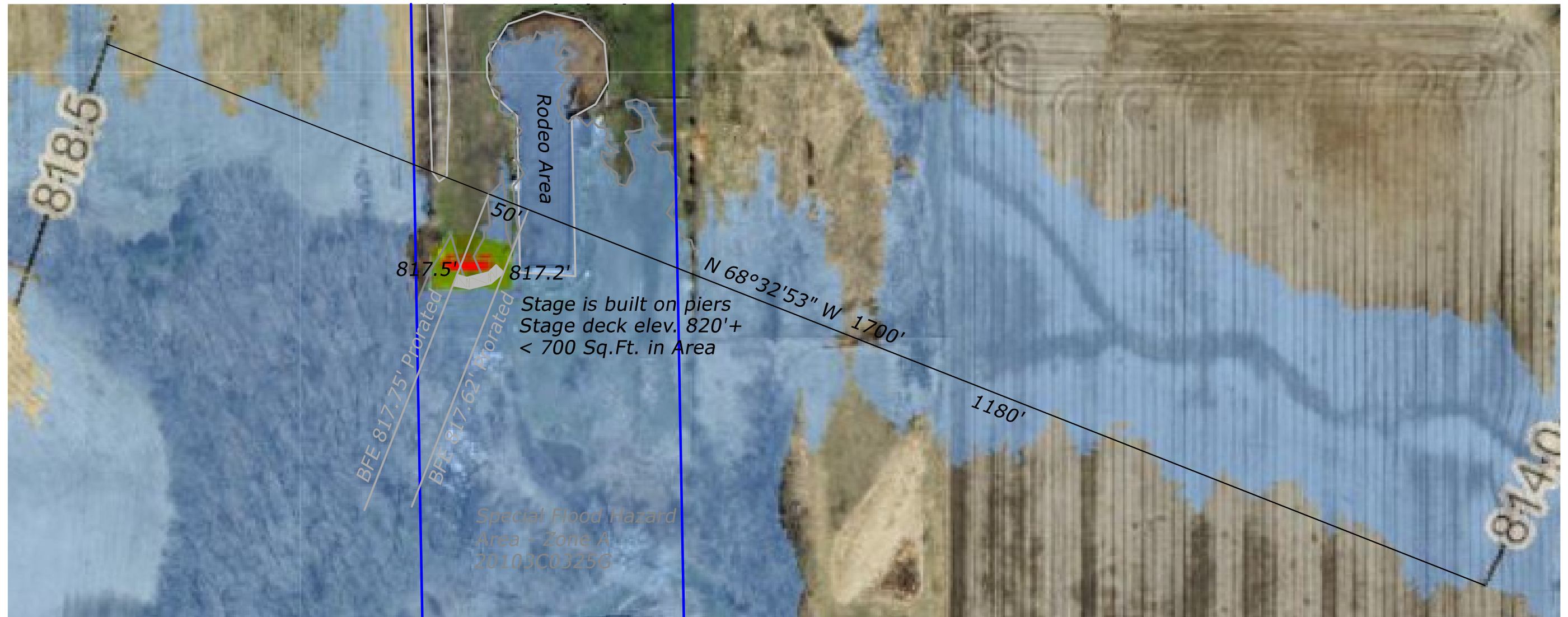
Notes

ELEVATION EXHIBIT

Lot 1, WHISPERING SUBDIVISION,
Leavenworth County, Kansas.

PREPARED FOR:

HARO, AURELIO & BROCKENBERRY, NORMA
21985 Cantrell Road
Linwood, KS 66086
PID # 222-09-0-00-00-002.07



Job # K-24-1804
May 30, 2024 Rev. 9-3-24

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



Not to Scale

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY



October 31, 2024

Amy Allison
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth, KS 66048

Re: Special Use Permit Application for 21985 Cantrell Rd – Haro Rodeo

Dear Ms. Allison.

This letter is in response to your request for comments regarding the Special Use Permit Application for 21985 Cantrell Rd.

RWD10 has an existing main and can provide water service to this address with the purchase of a benefit unit.

If you have any additional questions or concerns, please do not hesitate to contact us.

Regards,

Steve Conley
Leavenworth County RWD10 | District Manager

MEMO

To: Planning & Zoning
From: Leavenworth County Emergency Management
Subject: Haro Event Space @ 00000 Cantrell road, Linwood KS, 66052
Date: January 3, 2025

Thank you for the opportunity to help review the Haro event space once again. Our team referred back to the previous time we were able to sit down with owners and operators of the Rodeo Event space, Aurelio Haro and Norma Brockenberry.

We discussed four aspects of maintaining a safe and secure environment for their various events. They stated they have several ways to receive weather information and alerts for their events, and continuously monitor for any hazard or severe weather. They have plans put in place to postpone or cancel events if severe weather would occur. If weather were to occur without notice they have shelter for both event-goers and animals to be housed to wait out the storm. They can house approximately 300 people in their barn and have additional shelter for animals on the side, if the barn is at max capacity. They also have a wide and clear exit path from the event area that is well lit, marked by reflective signs and directed by staff to allow traffic to easily be moved. If the original route is no longer available for use, they have claimed to have an alternative route provided by their neighbor of their property.

After reviewing the property and the information they gave us, we have a few recommendations for the property and the facility operations. The Haro property for the event needs to have a 911 address to allow first responders to easily find the facility. The alternative route that they have does not seem to be a clear road. It needs to be well marked all the way through from the property to the main road. There should be a point of contact for an emergency outside of the event, such as a hazardous material incident. We also recommend a sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. There are no further recommendations at this time.

Allison, Amy

From: Ryan McCallister <Ryan.McCallister@evergy.com>
Sent: Friday, October 11, 2024 11:25 AM
To: Allison, Amy
Subject: RE: DEV-24-125 Special Use Permit - Haro Rodeo

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

Hey Amy,

Evergy has no conflict with this area. Let me know if there is anything else that I can help with.

Thanks!

Ryan McCallister

Evergy
Distribution Designer
ryan.mccallister@Evergy.com
O (785) 865-4844

From: Allison, Amy <AAllison@leavenworthcounty.gov>
Sent: Thursday, October 10, 2024 4:26 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Design Group Lawrence Service Center <designgrouponlawrenceservicecenter@evergy.com>; 'LVCO RWD10' <RWD10@conleysandu.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-24-125 Special Use Permit - Haro Rodeo

This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application to operate a private rodeo event space at the property located at 21985 Cantrell Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, October 24, 2024.

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

Thank you,

Allison, Amy

From: Anderson, Kyle
Sent: Wednesday, October 16, 2024 1:52 PM
To: Allison, Amy
Subject: RE: RE: DEV-24-125 Special Use Permit - Haro Rodeo

Multiple events have been held on this property without a Special Use Permit or Temporary Special Use Permit. After a codes court case they did apply for and receive a TSUP for their last event in July. Our office did not receive any complaints about that event.

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, October 10, 2024 4:26 PM
To: Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcafee@leavenworthcounty.gov>; 'designgrouplawrencesservicecenter@evergy.com' <designgrouplawrencesservicecenter@evergy.com>; 'LVCO RWD10' <RWD10@conleysandu.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>
Cc: PZ <PZ@leavenworthcounty.gov>
Subject: RE: DEV-24-125 Special Use Permit - Haro Rodeo

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

Thank you,

Amy Allison, AICP
Deputy Director
Planning & Zoning

Allison, Amy

From: Dylan Ritter <dritter@lvcofd2.com>
Sent: Monday, October 21, 2024 2:34 PM
To: Allison, Amy
Cc: Magaha, Chuck; Anderson, Kyle; Miller, Jamie; Patzwald, Joshua; Brown, Misty; Mitch Pleak; Noll, Bill; McAfee, Joe; designgrouplawrenceservicecenter@evergy.com; LVCO RWD10; kritter@lvcofd2.com; PZ
Subject: Re: DEV-24-125 Special Use Permit - Haro Rodeo

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.

Leavenworth County Fire District #2 has no issues with this proposal.

However, we would recommend that the driveway be wide enough for both entry and exit to occur simultaneously. The goal being that people attending the rodeo be able to egress the property in a safe and timely manner in the event of an emergency.

On Thu, Oct 10, 2024 at 4:26 PM Allison, Amy <AAllison@leavenworthcounty.gov> wrote:

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application to operate a private rodeo event space at the property located at 21985 Cantrell Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, October 24, 2024.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at 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.

--

Dylan Ritter
Assistant Chief
Leavenworth County Fire District #2
100 Main Street
P.O. Box 270
Linwood, KS, 66052
(913) 339-8973



October 31, 2024

Amy Allison
Leavenworth County Planning & Zoning
300 Walnut St, Suite 212
Leavenworth, KS 66048

Re: Special Use Permit Application for 21985 Cantrell Rd – Haro Rodeo

Dear Ms. Allison.

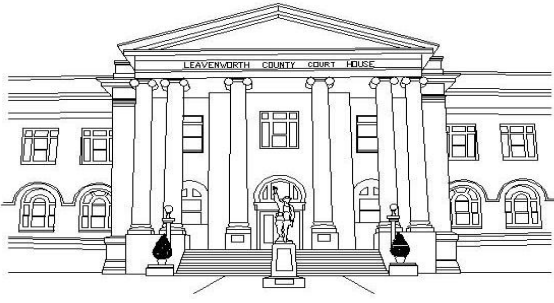
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RWD10 has an existing main and can provide water service to this address with the purchase of a benefit unit.

If you have any additional questions or concerns, please do not hesitate to contact us.

Regards,

Steve Conley
Leavenworth County RWD10 | District Manager



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

December 23, 2024

Rodeo SUP DEV-24-125 – Public Works Review

The Public Works Department have reviewed the following documents:

- 2024.10.10 Application.
- 2024.11.08 Site Plan.
- 2024.12.13 Updated Narrative
- 2024.12.13 Turning Template seal date 7-1-24.

Below are comments from the received documents listed above. Based on the review of the requested information below, additional comments, investigations, and studies may be generated. Direct any questions to Amy Allison at aallison@leavenworthcounty.gov.

Cantrell Road is a two-lane gravel roadway with a width of approximately 21 feet.

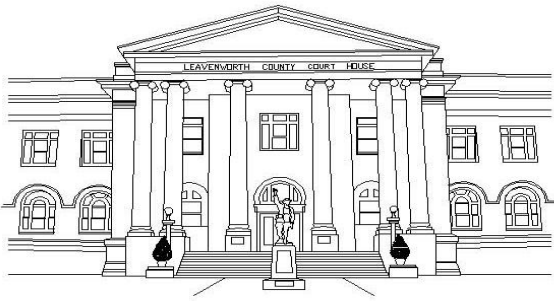
The SUP proposes 15 events a year. The rodeo event is the largest presented trip generator. If all events contained the same trips as the rodeo event the total trips per year for passenger vehicles would be 6,390 passenger trips and 60 commercial trips. Average trips per day would be 17.5 passenger trips and 0.16 commercial trips. The application states, the applicant will encourage vehicles to use 222nd Street to Cantrell Road for events. 222nd Street is a hard surfaced roadway. Cantrell Road is a gravel roadway. SUP's average daily trips proposed do not require a traffic impact study and physical roadway assessment for both gravel and hard surfaced roadways.

Additional Information Request:

1. Olsson Comment (10.18.24): Provide expected number of guests per event. Provide how many guests are expected per vehicle. Provide number of employees per event (assume one employee per vehicle).

Applicant Response (11.08.24): Updated narrative states employees will range between 3 to 10 depending on the event type. Events will include family gatherings, birthdays, weddings, rodeos with music and food, along with some being open to public. The proposed number of events will be approximately 52 per year.

Olsson Response (11.18.24): Provide additional detail for the type of proposed 52 events per year with an estimate of guests, guests per vehicle, employees, commercial vehicles, and support



COUNTY OF LEAVENWORTH

Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

vehicles (trash, food trucks, music trucks) for each. Update application to coordinate with the narrative.

Example:

- 20 family gathering events a year – Each event includes up to 40 guests (2 attendees per vehicle), 2 employees, 1 commercial vehicle (porta potty), 0 support vehicles. Events on Friday through Sunday – 12 pm to 8 pm.
- 10 birthday events a year – 20 guests (2 attendees per vehicle), 1 employee, 1 commercial vehicle (porta potty), 0 support vehicles. Events on Friday through Sunday – 12 pm to 8 pm.
- 10 wedding events a year – Each event includes up to 200 guests (2 attendees per vehicle), 5 employees, 2 commercial vehicles (trash truck and porta potty), 2 support vehicles (1 music and 1 food). Events on Friday through Sunday – 12 pm to 10 pm.
- 10 rodeo events a year – Each event includes up to 300 guests (2 attendees per vehicle), 50 truck and trailers (1 attendee per vehicle), 10 employees, 2 commercial vehicles (trash truck and porta potty), 2 support vehicles (1 music and 1 food). Events on Saturdays – 12 pm to 10 pm.

Note: Commercial vehicles, defined by TIF Policy, is: Commercial Vehicles (Vehicles with a greater classification than 12,000 lbs including trailer or daily combined gross vehicle(s) weight including trailer(s) greater than 60,000 lbs).

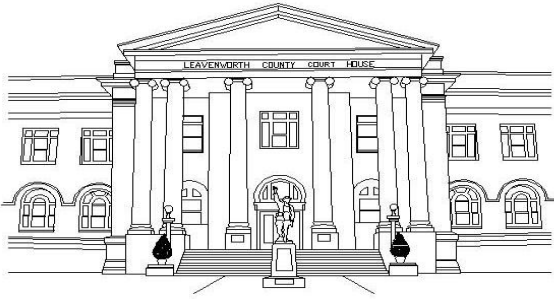
Applicant Response (12.13.24): 15 public events most of them rodeos a year-each event include 300 guests (2 attendees per vehicle), 50 truck with trailers (1 attendee per vehicle), 10 employees, 2 commercial vehicles (1 trash truck/1 porta potty), 3 support vehicles (2 food and 1 music). Smaller private events may occur on the property. There will be 400 parking spots provided on site, including parking for 50 trucks with trailers. Parking outside the property will not be provided.

Olsson Response (12.23.24): 11.08.2024 site plan depicting stalls contains 350 parking spaces (300 standard and 50 oversized). Provide a revised site plan depicting 400 parking spaces.

2. Olsson Comment (10.18.24): Clarify total number of trips expected per month. Reviewing application, is 800 the number of trips per event (400 in/400 out)?

Applicant Response (11.08.24): No response provided

Olsson Response (11.18.24): Repeat comment. Update application to coordinate with the narrative.



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Applicant Response (12.13.24): The expected number of trips per month. Will varied depending on the events and type of events the number was about 400 (200 in and 200 out).

Olsson Response (12.23.24): No further comment.

3. Olsson Comment (10.18.24): Provide expected number of and size of livestock trailers anticipated for the event to the application. Per application, is four the total number of commercial vehicles being proposed to support each event (ie trash trucks, barricades) or is that the monthly number.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment. Update application to coordinate with the narrative.

Applicant Response (12.13.24): Expected number of livestock trailers about 50.

Olsson Response (12.23.24): No further comment.

Public Work Comments:

1. Olsson Comment (10.18.24): No on street parking shall be allowed. All generated traffic shall be parked within the private site.

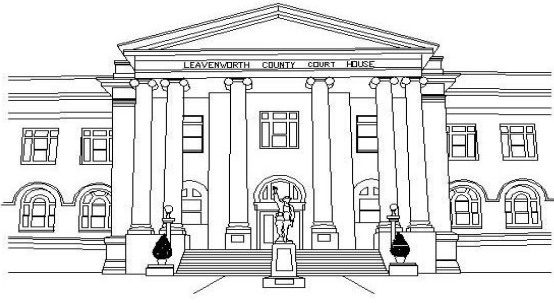
Applicant Response (11.08.24): The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property.

Olsson Response (11.18.24): No further comment.

2. Olsson Comment (10.18.24): Applicant to provide a turning template study to ensure driveway entrance size is adequate for trucks entering and exiting the site. Study shall be performed by a KS Professional Engineer.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment.



COUNTY OF LEAVENWORTH

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Applicant Response (12.13.24): Driveway template done by professional Kansas engineer David Lutgen.

Olsson Response (12.23.24): Driveway template proposes the driveway to be improved. Driveway to be improved including any necessary driveway storm pipe. 18 foot drive should extend south from the entrance approximately 42 feet to allow for truck and trailer exiting the property and allow an incoming truck and trailer to enter the property from the public street. Provide transition from 18-foot drive width to existing approximate 13-foot drive width. Contact County for permitting requirements.

3. Olsson Comment (10.18.24): Parking operations should be contained entirely on site; traffic should not queue onto the public road network when entering the site.

Applicant Response (11.08.24): The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property.

Olsson Response (11.18.24): No further comment.

4. Olsson Comment (10.18.24): The private driveway appears to be a dirt roadway with a width of approximately 12 feet, which would accommodate only one-way traffic. Designated bulb out areas will be required for vehicles that attempt to travel contraflow (need to support concurrent entering and exiting traffic). Provide locations with details on the site plan.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment.

Applicant Response (12.13.24): The drive way is dirt road and two vehicle are able to come in and out at the same time since it is an open ground, the entrance gate is 20' wide.

Olsson Response (12.23.24): See Public Works comment #2 response dated 12.23.24. Applicant states adequate width is available on site for two way traffic

Allison, Amy


From: Leavenworth County Humane Society Inc. <lvncohs@live.com>
Sent: Wednesday, January 8, 2025 5:32 PM
To: Jacobson, John; Allison, Amy; Brown, Misty
Cc: flymtp@yahoo.com; boccc; herringsurveying@outlook.com; Midge Grinstead; contact.proservelegal@gmail.com
Subject: RJ Ranch SUP Application (Cantrell Road)
Importance: High

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.

This facebook page shows what I believe to be evidence of illegal activity occurring at the property being considered tonight for a SUP.

I highly encourage that this application NOT be recommended for approval.

<https://www.facebook.com/ranchoElJerezanos/>



[RJ Ranch -Rancho El Jerezano - Facebook](#)

RJ Ranch -Rancho El Jerezano. 784 likes. Sports & recreation

www.facebook.com

A. Case DEV-24-125 Special Use Permit RJ Farm
Consideration of a Special Use Permit request for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events on the following described property: Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas. Also known as 00000 Cantrell Road PID: 222-09-0-00-00-002.07 ***Public Hearing Required*** ***Public Comment limited to three minutes per person***

Crystal Swann Blackdeer
Executive Director
Leavenworth County Humane Society, Inc.
100 W Gilman Road, Lansing, KS 66043
Web: www.LCHSInc.org 913-250-0506

Allison, Amy

From: Pro Serve Legal <contact.proservelegal@gmail.com>
Sent: Wednesday, January 8, 2025 4:55 PM
To: bocc; Culbertson, Jeff; //bocc@leavenworthcounty.gov; Kaaz, Vicky; Smith, Doug; Smith, Michael; Stieben, Mike; flymtp@yahoo.com; PZ
Subject: Re: Haro - Sup - Email 1 of 6
Attachments: haro aerial.pdf

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.

This document shows the satellite image of his property, and where the arena is. Please note the narrowness and small size of his property. Please also note how close to the property lines his arena and stage area are.

On Wed, Jan 8, 2025 at 4:02 PM Pro Serve Legal <contact.proservelegal@gmail.com> wrote:

Good afternoon,

we became aware of the hearing on Friday and immediately began trying to make contact with someone from LV County regarding the hearing. We made contact with Amy yesterday and they advised us we could submit up till today however at 1115 am I was told by the director to submit via the County Counselor and they have not returned our calls. I requested to attend via phone or zoom due not only to our road still be impossible but due to immunity issues I currently face as well as some other serious health challenges. I was told no, then when I was asking very basic questions this morning if they've spoken with capt from the Sheriffs department about this haro property, the director began screaming over the phone that there are no special treatments etc. Due to the directors refusal to assist residents I pray you all will review the evidence being provided and vote whats best for the community

We respectfully on behalf of the constituents your board represent and who are Haro's neighbors, request you deny this SUP not just due to the Animal Abuse issues, his habitual violation of the county regulations, but also due to the noise and light issues it poses.

The proposed sup for rodeos is misleading at best, the "rodeo" events Haro conducts there are not legal in the state of Kansas and are actually potential felony violations of the Kansas Animal welfare statute. The events he conducts include Horse Tripping, and Tail dragging which are specifically mentioned in the State Statute. In order for a rodeo to be exempt from the animal abuse statute it must follow the National rodeo Cowboy Association guidelines which dictate specific events, and how the animals are cared for which are not even close to what Haro has been doing.

This is the 1st of several emails where we will be providing evidence of his violations.

If you have any questions please let me know.

Thank you

Allison, Amy

From: Pro Serve Legal <contact.proservelegal@gmail.com>
Sent: Wednesday, January 8, 2025 4:51 PM
To: PZ
Subject: Fwd: Haro - Sup - Email 1 of 6
Attachments: Screenshot_20250108_003749_Facebook.jpg; Screenshot_20250108_001648_Facebook.jpg; FB_IMG_1736317286072.jpg; FB_IMG_1736317317402.jpg; Screenshot_20250108_002153_Facebook.jpg; Screenshot_20250108_002142_Facebook.jpg; FB_IMG_1736317421039.jpg; FB_IMG_1736317397766.jpg; Screenshot 2024-08-20 235204.png; Screenshot 2024-08-20 235319.png; Screenshot 2024-08-20 235050.png; Screenshot 2024-08-21 103638.jpg; 366368323_307999398405614_6938520399593400876_n.jpg; 117934089_1051664561956409_7384361772694783486_n.jpg; 272904826_148791560881329_2089537863841808850_n.jpg; 278186065_164019522691866_9088832428820679601_n.jpg; 278794649_166267842467034_4237077320915558817_n.jpg; 345654499_728631148949400_7165894722989269075_n.jpg

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.

----- Forwarded message -----

From: Pro Serve Legal <contact.proservelegal@gmail.com>
Date: Wed, Jan 8, 2025 at 4:11 PM
Subject: Haro - Sup - Email 1 of 6
To: <bocc@leavenworthcounty.gov>, <jeffc@leavenworthcounty.gov>, <//bocc@leavenworthcounty.gov>, <vkaaz@leavenworthcounty.gov>, <dsmith@leavenworthcounty.gov>, <msmith@leavenworthcounty.gov>, <mstieben@leavenworthcounty.gov>, <flymtp@yahoo.com>



Good afternoon,

we became aware of the hearing on Friday and immediately began trying to make contact with someone from LV County regarding the hearing. We made contact with Amy yesterday and they advised us we could submit up till today however at 1115 am I was told by the director to submit via the County Counselor and they have not returned our calls. I requested to attend via phone or zoom due not only to our road still be impossible but due to immunity issues I currently face as well as some other serious health challenges. I was told no, then when I was asking very basic questions this morning if they've spoken with capt from the Sheriffs department about this haro property, the director began screaming over the phone that there are no special treatments etc. Due to the directors refusal to assist residents I pray you all will review the evidence being provided and vote whats best for the community

We respectfully on behalf of the constituents your board represent and who are Haro's neighbors, request you deny this SUP not just due to the Animal Abuse issues, his habitual violation of the county regulations, but also due to the noise and light issues it poses.

The proposed sup for rodeos is misleading at best, the "rodeo" events Haro conducts there are not legal in the state of Kansas and are actually potential felony violations of the Kansas Animal welfare statute. The events he conducts include Horse Tripping, and Tail dragging which are specifically mentioned in the State Statute. In order for a rodeo to be exempt from the animal abuse statute it must follow the National rodeo Cowboy Association guidelines which dictate specific events, and how the animals are cared for which are not even close to what Haro has been doing.

This is the 1st of several emails where we will be providing evidence of his violations.

If you have any questions please let me know.

Thank you

Allison, Amy

From: Jacobson, John
Sent: Wednesday, January 8, 2025 11:01 AM
To: Brown, Misty; Allison, Amy
Subject: FW: PETA: Regarding your voicemail
Attachments: FB_IMG_1736317513092.jpg; FB_IMG_1736317473193.jpg; FB_IMG_1736317505381.jpg; FB_IMG_1736317497667.jpg; FB_IMG_1736317526010.jpg; FB_IMG_1736317461961.jpg; FB_IMG_1736317466008.jpg; FB_IMG_1736317428504.jpg; FB_IMG_1736317460004.jpg; FB_IMG_1736317426113.jpg; FB_IMG_1736317421039.jpg; FB_IMG_1736317395491.jpg; FB_IMG_1736317397766.jpg; FB_IMG_1736317389218.jpg; FB_IMG_1736317393150.jpg; FB_IMG_1736317364042.jpg; FB_IMG_1736317382693.jpg; FB_IMG_1736317376591.jpg; FB_IMG_1736317359056.jpg; FB_IMG_1736317350977.jpg; FB_IMG_1736317353724.jpg; FB_IMG_1736317373461.jpg; FB_IMG_1736317344519.jpg; FB_IMG_1736317340739.jpg; FB_IMG_1736317333580.jpg; FB_IMG_1736317317402.jpg; FB_IMG_1736317326222.jpg; Screenshot_20250108_002153_Facebook.jpg; Screenshot_20250108_002142_Facebook.jpg; FB_IMG_1736317286072.jpg

From: Sherley, James <jsherley@lvsheriff.org>
Sent: Wednesday, January 8, 2025 11:00 AM
To: Jacobson, John <JJacobson@leavenworthcounty.gov>
Subject: FW: PETA: Regarding your voicemail

Keeping you in the loop.

Major J.W. Sherley #401
Undersheriff
Leavenworth County Sheriff's Office
601 South Third Street
Leavenworth, Kansas 66048 Suite #2007
Office: (913) 758-4001
jsherley@lvsheriff.org

From: Pro Serve Legal <contact.proservelegal@gmail.com>
Sent: Wednesday, January 8, 2025 10:51 AM
To: LvnCoHS@live.com
Cc: Midge Grinstead <mgrinstead@humanesociety.org>; Sherley, James <jsherley@lvsheriff.org>
Subject: Re: PETA: Regarding your voicemail

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.

Good morning,

I've attached some photos from Haros property of actions that do not fall under the rodeo exemption of the animal abuse statute since they are not done under the guidelines of the professional cowboy rodeo association and are not sanctioned events. Also tail dragging and horse tripping all of which we believe are illegal and felonies. I have additional photos and videos of events at the Haro property, Captain I also have relevant videos of additional statute violations and county ordinance violations.

Allison, Amy

From: Jacobson, John
Sent: Wednesday, January 8, 2025 8:52 AM
To: Allison, Amy
Subject: FW: Haro Rodeo
Attachments: haro report excerpt fo rleavenworth cpounty sheriff.pdf

From: Sherley, James <jsherley@lvsheriff.org>
Sent: Wednesday, January 8, 2025 8:42 AM
To: Jacobson, John <JJacobson@leavenworthcounty.gov>
Subject: FW: Haro Rodeo

Major J.W. Sherley #401
Undersheriff
Leavenworth County Sheriff's Office
601 South Third Street
Leavenworth, Kansas 66048 Suite #2007
Office: (913) 758-4001
jsherley@lvsheriff.org

From: Pro Serve Legal <contact.proservelegal@gmail.com>
Sent: Tuesday, January 7, 2025 4:45 PM
To: Sherley, James <jsherley@lvsheriff.org>
Subject: Haro Rodeo

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.

Good afternoon,

I've attached an excerpt from a report prepared detailing the activities at Haro's property and how we believe they violate state law as well as the previous special use permits.

The issues are as follows:

1. The hispanic rodeo / cultural events as he refers to them violate Kansas Statutes for animal welfare. Tail dragging and horse tripping are illegal in Kansas. Rodeos in Kansas are exempt from animal abuse laws so long as they follow National Cowboy Rodeo Association guidelines and rules, his events do not follow these guidelines. Also horse tripping and tail dragging are in themselves illegal and also are not sanctioned events. Additionally the Rodeo guidelines require strict veterinarian guidelines and supervision which haro does not.
2. Alcohol sales - Haro has advertised that people can not bring in their own drinks and that all drinks are to be bought on site in violation of the previous sup, additionally we could find no liquor licenses.

Other issues include:

1. the excessive lights and noise in some cases as late as 3 am.
2. people armed with what appears to be semi automatic long arms riding horseback providing security on multiple occasions,
3. people living in horse trailers and other structures that do not meet occupancy guidelines for lv county.
4. charter buses who reportedly arrive in the middle of the night with sometimes as many as a hundred people on them.
5. Semi trucks that have reportedly come and went from the location in the middle of the night.

Here is 3 links to posts on Haro's ranch's facebook page that document felony animal abuse. Also some of the posts ads discusses no outside drinks.

<https://www.facebook.com/share/v/19xs1vFuNQ/>

<https://www.facebook.com/share/v/15m3hfYtr7/>

<https://www.facebook.com/share/v/19xs1vFuNQ/>

We believe that Leavenworth County needs to deny the sup based on their documented failures to follow state law and previous sup guidelines.

I would love to discuss this with you even for a few minutes when you're available.

thank you



Arena at Haro property



HARO RODEO COMPLIANCE / WORKING STATUS SUMMARY NOTES

Compliance Check Purpose:

To review historical and current allegations of illegal rodeo, concert, and alcohol sales activities at 22000 Cantrell Rd Linwood Kansas 66052

Owner: HARO, AURELIO & BROCKENBERRY, NORMA
Site Address: 00000 CANTRELL RD, Linwood, KS 66052
Mailing Address: 17564 W 158TH TER, OLATHE, KS 66062

Compliance Check Period: ESTIMATED END DATE 08-25-2024

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Key Findings:

- **Rodeo:** Rodeo is not in compliance with Kansas State Statute 21-6412. (Cruelty to animals). Evidence suggests the practice of bull tail dragging occurred at the rodeo. The practice of bull tail dragging constitutes animal cruelty

and causes significant harm to the animals involved. Subject, along with his associates have advertised these events as public events for years in conflict with his statement to the County Commissioners that this is a family and friends event.

The rodeo arena/concert stage location is only approximately 72 feet to the West property line and 98 feet to the East property line of the subject.

- **Concerts:** Based on historical video audio and lights are not in compliance. The concert organizer has previously operated without a required permit.
- **Alcohol Sales:** Event and subject do not appear to be in compliance based on historical evidence found.

Evidence:

- **Rodeo:** Video, Still Photos, and review of State Statute and regulations support that the rodeo activities may be in violation of Animal Abuse Statutes. (Please See Attachment 7). Bull Tail Dragging and Horse Tripping do not comply with Professional Rodeo Association Guidelines and appears to be in violation of Kansas Animal Abuse Statute.
- **Concerts:** Noise and lights immitted appear to be in excess of accepted standards
- **Alcohol Sales:** Review of advertising materials stating that no outside beverages may be brought in and all beverages will be sold on site contradicts the subjects statements to Leavenworth Commissioners that his “family event” is a BYOB which appears to be in violation of Kansas Statutes regarding both the sale of Alcohol and Consumption of Alcohol.

Recommendations:

- Rodeo: Prepare package for the prosecutor, Sheriff's Office, and present to Kansas Dept of Ag, USDA, Peta
- Concerts: Prepare package for County Commissioners, Sheriff Prosecutors office and possible request for injunction
- Alcohol Sales: Prepare package for Prosecutor, Sheriff's office, County Commissioners, and Kansas bureau of Alcohol
- Upon completion and after presentation to appropriate agencies seek legal representation for possible civil suit

Conclusion:

RODEO: The practice of Bull/Steer tail dragging is unacceptable and do not comply with Professional Rodeo Association Guidelines in violation of Kansas Animal Abuse Statute and must be stopped. Further investigation is necessary to determine the full extent of animal cruelty at the rodeo and to hold those responsible accountable.

These events can cause extreme pain and injury to the animals, including:

- Physical injuries: Broken tails, spinal injuries, and internal bleeding.
- Psychological trauma: Severe stress and fear.

Alcohol Sales: The absence of an alcohol sales permit for the concert represents a significant violation of local regulations. Further investigation and enforcement actions are necessary to prevent similar occurrences in the future.

ATTACHMENTS 1

GRAN JARPEO BAILE
EVENTO 100% CONFIRMADO

RANCHO EL JEREZANO

BANDA **EL PILAR**

Copa Aventura

BANDA **LA EXCLUSIVA**

Las Garcias

GRAN CONCURSO DE BAILE

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3:PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS

ticketon.com | 1.800.668.8080 | **TICKETON**

SABADO DE GLORIA

COLEADERO DE LUJO
CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
REPARTIENDO EL 70% EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA DE JUDAS

HABRA CONCURSO DE CABALLOS BAILADORES

SABADO 16 ABRIL

MAS INFORMACION:
913-548-3101 Y 785-917-1008

La Inigualable Banda **SANTA CRUZ**
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA, SOLO DE BOTE

CONFIDENTIAL - D

Gran Coleadero Baile
Rancho El Jerezano SABADO
 Abra Charreada
 Con cinco equipos charros para
 Celebrar el Cinco de Mayo

6 MAYO

BANDA LA **Querendona**
 JEREZ ZACATECAS

AMBIENTE 100% FAMILIAR

Buen Ganado Polla De \$150 Se Repartira 70% A los 3 Primeros Lugares

Para Mas Información
 913-584-3101

Charreada Apartir de las 10am

Puedes Traer Tu Cerveza Solo En Bote

ELITE NORTENO
 KANSAS CITY

22000 CANTREALL RD LINWOOD KS 66052

SABADO DE GLORIA
COLEADERO DE LUJO
 CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
 22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200 REPARTIENDO EL 70% EN LOS 3 PRIMEROS LUGARES
HABRA QUEMA DE JUDAS

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

La Inigualable Banda **SANTA CRUZ**
 De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA SOLO DE BOTE
HABRA CONCURSO DE CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR

GUAPAS DAMITAS PREMIANDO LOS MEJORES COLEADORES

MAS INFORMACION:
 913-548-3101 Y 785-917-1008

Empezando desde las 2:00 pm

RANCHO "El Jerezano" **23** sábado OCTUBRE

GRAN CABALGATA y Tardeada Baile

COMIDA GRATIS HASTA QUE TOPE!!!

ELITE NORTENO
 Acompañando de 5 a 9

Te esperamos!

CABALGATA DE 2 HORAS

Para mas informacion
 1 (913) 548-3101

22000 Cantrell RD
 Linwood KS 66052

Rancho "El Jerezano"

GRAN COLEADERO de Lujo

MAS DE 50 TOROS DE GANADERIA LOS PAISAS

Celebrando **Fiestas patrias**

¡Habrá

GRAN TORNEO DE COLAS
CATEGORÍAS
AAA \$1000 DLLS
AA \$500 DLLS
A \$250 DLLS
 Evento 100% FAMILIAR
 Repartiendo 70% GANADO 100% Limpio
 AL TERMINO DEL TORNEO
GRAN COLEADERO Abierto
RANCHO EL AGAVE
 15722 W 117TH ST. N SEDGWICK., KS 67135
SÁBADO 25 DE MAYO 2024
 MAS INFORMACIÓN AL:
 316-553-2881 O AL 316-272-2988

COLEADERO BAILE
BANUELOS
GRAN INAUGURACION
Sábado 20 de ABRIL
INDESTRUCTIBLE BANDA AZTECA
POLLA \$150 1PM
 SE REPARTIRA EL 70%
AMBIENTE 100% FAMILIAR
COLEADERO ABIERTO MONTURA
 PARA EL QUE TENGA MAS REDONDAS DE BUEN LAIDO
PUERTAS ABREN 12 MEDIODIA
SE COBRARA POR HIELERA
 LA REYNA DE KC PUEDEN LLEVAR HIELERA PERO NO BOTELLAS DE VIDRIO ANTOJITOS MEXICANOS
NIÑOS MENORES DE 12 AÑOS ENTRAN GRATIS
 MAS INFO: JUAN BANUELOS 913 269-1514 EFRAIN JAQUE 913 246-1425
24345 W. 383RD ST PAOLA KS 66071
 NO RESPONSABLES DE ALGUN DAÑO O ACCIDENTE DENTRO DE LAS INSTALACIONES

SABADO 17 AGOSTO 2024
SEXTA CHARREADA DEL CIRCUITO DE KANSAS
 11:00 AM HERENCIA CHARRA R300 SAN RAFAEL SAGRADO CORAZON
 2:00 PM HACIENDA DE KANSAS HACIENDA DEL RIO RANCHO EL DIAMANTE
 AL TERMINO DE LAS CHARREADAS
 COLEADERO LIBRE Y POLLA DE \$150
 AMBIENTE 100% FAMILIAR | ANTOJITOS MEXICANOS | TARDEADA BAILE
 PUEDEN TRAER SOLO CERVEZA DE LATA Y HABRA UN COSTO POR HIELERA
LA PRENDIDISIMA
 BANDA PERLA DE JEREZ, ZAC.
 16819 LENAPE RD. LINWOOD KS 66052

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ATTACHMENTS 5

Animal Cruelty

21-6412. Cruelty to animals. (a) Cruelty to animals is:

- (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
- (2) knowingly abandoning any animal in any place without making provisions for its proper care;
- (3) having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
- (4) intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
- (5) knowingly but not maliciously killing or injuring any animal; or
- (6) knowingly and maliciously administering any poison to any domestic animal.

(b) Cruelty to animals as defined in:

(1) Subsection (a)(1) or (a)(6) is a nonperson felony. Upon conviction of subsection (a)(1) or (a)(6), a person shall be sentenced to not less than 30 days or more than one year's imprisonment and be fined not less than \$500 nor more than \$5,000. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. During the mandatory 30 days imprisonment, such offender shall have a psychological evaluation prepared for the court to assist the court in determining conditions of probation. Such conditions shall include, but not be limited to, the completion of an anger management program; and

(2) subsection (a)(2), (a)(3), (a)(4) or (a)(5) is a:

(A) Class A nonperson misdemeanor, except as provided in subsection (b)(2)(B); and

(B) nonperson felony upon the second or subsequent conviction of cruelty to animals as defined in subsection (a)(2), (a)(3), (a)(4) or (a)(5). Upon such conviction, a person shall be sentenced to not less than five days or more than one year's imprisonment and be fined not less than \$500 nor more than \$2,500. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein.

(c) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) bona fide experiments carried on by commonly recognized research facilities;

(3) killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;

(4) rodeo practices accepted by the rodeo cowboys' association;

(5) the humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) with respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) the killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;

(8) an animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) laying an equine down for medical or identification purposes;

(10) normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or

(11) accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(d) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(e) Any public health officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased

or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the board of county commissioners in the county where the animal was taken into custody shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The board of county commissioners in the county where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.

(f) The owner or custodian of an animal placed for adoption or killed pursuant to subsection (e) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.

(g) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (e), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.

(h) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(i) As used in this section:

(1) "Equine" means a horse, pony, mule, jenny, donkey or hinny; and

(2) "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

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ATTACHMENTS 3

Alcohol Sales

41-719. Consumption of alcoholic liquor prohibited in certain places; exemptions. (a) (1) Except as otherwise provided herein and in K.S.A. 8-1599, and amendments thereto, no person shall drink or consume alcoholic liquor on the public streets, alleys, roads or highways or inside vehicles while on the public streets, alleys, roads or highways.

(2) Alcoholic liquor may be consumed on public streets, alleys, roads, sidewalks or highways when:

(A) A temporary permit has been issued pursuant to K.S.A. 41-2703, and amendments thereto, or K.S.A. 41-1201, and amendments thereto, for such an event;

(B) a caterer's licensee has provided the required notification for a catered event pursuant to K.S.A. 41-2643, and amendments thereto; or

(C) a public venue, hotel, hotel caterer, drinking establishment caterer or drinking establishment licensee has been authorized to extend its licensed premises pursuant to K.S.A. 41-2608, and amendments thereto.

(3) Consumption of alcoholic liquor on public streets, alleys, roads, sidewalks or highways must be approved, by ordinance or resolution, by the local governing body of any city, county or township where such consumption will occur. No alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways at any time.

(4) No person shall remove any alcoholic liquor from inside the boundaries of an event as designated by the governing body of any city, county or township, from the boundaries of a catered event or from the extended licensed premises of a public venue, hotel, hotel caterer, drinking establishment caterer or drinking establishment. Such boundaries shall be clearly marked by signs, a posted map or other means which reasonably identify the area in which alcoholic liquor may be possessed or consumed.

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(b) Alcoholic liquor may be consumed within common consumption areas designated by a city or county on public streets, alleys, roads, sidewalks or highways pursuant to K.S.A. 41-2659, and amendments thereto, except that no alcoholic liquor may be consumed inside vehicles while on public streets, alleys, roads or highways within a common consumption area. Further, no person shall remove any alcoholic liquor from inside the boundaries of the common consumption area which shall be clearly designated by a physical barrier.

(c) No person shall drink or consume alcoholic liquor on private property except:

(1) On premises where the sale of liquor by the individual drink is authorized by the club and drinking establishment act;

(2) upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803, and amendments thereto, takes place;

(3) in a lodging room of any hotel, motel or boarding house by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of any drink or drinks of alcoholic liquor or for any substance mixed with any alcoholic liquor and if no sale of alcoholic liquor in violation of K.S.A. 41-803, and amendments thereto, takes place;

(4) in a private dining room of a hotel, motel or restaurant, if the dining room is rented or made available on a special occasion to an individual or organization for a private party and if no sale of alcoholic liquor in violation of K.S.A. 41-803, and amendments thereto, takes place;

(5) on the premises of a manufacturer, microbrewery, microdistillery or farm winery, if authorized by K.S.A. 41-305, 41-308a, 41-308b or K.S.A. 41-354, and amendments thereto;

(6) on the premises of an unlicensed business as authorized pursuant to subsection (j); or

(7) within a common consumption area established pursuant to K.S.A. 41-2659, and amendments thereto.

(d) No person shall drink or consume alcoholic liquor on public property except:

(1) On real property leased by a city to others under the provisions of K.S.A. 12-1740 through 12-1749, and amendments thereto, if such real property is actually being used for hotel or motel purposes or purposes incidental thereto.

(2) In any state-owned or operated building or structure, and on the surrounding premises, which is furnished to and occupied by any state officer or employee as a residence.



(3) On premises licensed as a club or drinking establishment and located on property owned or operated by an airport authority created pursuant to chapter 27 of the Kansas Statutes Annotated, and amendments thereto, or established by a city.

(4) On the state fair grounds on the day of any race held thereon pursuant to the Kansas parimutuel racing act.

(5) On the state fairgrounds, if: (A) The alcoholic liquor is domestic beer or wine or wine imported under K.S.A. 41-308a(e), and amendments thereto, and is consumed only for purposes of judging competitions; (B) the alcoholic liquor is wine or beer and is sold and consumed during the days of the Kansas state fair on premises leased by the state fair board to a person who holds a temporary permit issued pursuant to K.S.A. 41-2703, and amendments thereto, or K.S.A. 41-1201, and amendments thereto, authorizing the sale and serving of such wine or beer, or both; or (C) the alcoholic liquor is consumed on nonfair days in conjunction with bona fide scheduled events involving not less than 75 invited guests and the state fair board, in its discretion, authorizes the consumption of the alcoholic liquor, subject to any conditions or restrictions the board may require.

(6) In the state historical museum provided for by K.S.A. 76-2036, and amendments thereto, on the surrounding premises and in any other building on such premises, as authorized by rules and regulations of the state historical society.

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- (7) On the premises of any state-owned historic site under the jurisdiction and supervision of the state historical society, on the surrounding premises and in any other building on such premises, as authorized by rules and regulations of the state historical society.
- (8) In a lake resort within the meaning of K.S.A. 32-867, and amendments thereto, on state-owned or leased property.
- (9) On the premises of any Kansas national guard regional training center or armory, and any building on such premises, as authorized by rules and regulations of the adjutant general and upon approval of the Kansas military board.
- (10) On the premises of any land or waters owned or managed by the department of wildlife, parks and tourism, except as otherwise prohibited by rules and regulations of the department adopted by the secretary pursuant to K.S.A. 32-805, and amendments thereto.
- (11) On property exempted from this subsection pursuant to subsection (e), (f), (g), (h) or (i).
- (12) On the premises of the state capitol building or on its surrounding premises during an official state function of a nonpartisan nature that has been approved by the legislative coordinating council.
- (13) On premises of a common consumption area established by K.S.A. 41-2659, and amendments thereto.
- (e) Any city may exempt, by ordinance, from the provisions of subsection (d) specified property the title of which is vested in such city.
- (f) The board of county commissioners of any county may exempt, by resolution, from the provisions of subsection (d) specified property the title of which is vested in such county.
- (g) The state board of regents may exempt from the provisions of subsection (d) the Sternberg museum on the campus of Fort Hays state university, or other specified property which is under the control of such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.
- (h) The board of regents of Washburn university may exempt from the provisions of subsection (d) the Mulvane art center and the Bradbury Thompson alumni center on the campus of Washburn university, and other specified property the title of which is vested in such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.
- (i) The board of trustees of a community college may exempt from the provisions of subsection (d) specified property which is under the control of such board and which is not used for classroom instruction, where alcoholic liquor may be consumed in accordance with policies adopted by such board.
- (j) (1) An unlicensed business may authorize patrons or guests of such business to consume alcoholic liquor on the premises of such business provided:
- (A) Such alcoholic liquor is in the personal possession of the patron and is not sold, offered for sale or given away by the owner of such business or any employees thereof;
- (B) possession and consumption of alcoholic liquor shall not be authorized between the hours of 12 a.m. and 9 a.m.;
- (C) the business, or any owner thereof, shall not have had a license issued under either the Kansas liquor control act or the club and drinking establishment act revoked for any reason; and
-  (D) no charge of any sort may be made by the business for the privilege of possessing or consuming alcoholic liquor on the premises, or for mere entry onto the premises.
-  (2) It shall be a violation of this section for any unlicensed business to authorize the possession or consumption of alcoholic liquor by a patron of such business when such authorization is not in accordance with the provisions of this subsection.

(3) For the purposes of this subsection, "patron" means a natural person who is a customer or guest of an unlicensed business.

(k) Violation of any provision of this section is a misdemeanor punishable by a fine of not less than \$50 or more than \$200 or by imprisonment for not more than six months, or both.

(l) For the purposes of this section, "common consumption area" has the same meaning as that term is defined in K.S.A. 41-2659, and amendments thereto

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ATTACHMENTS 4

The Professional Rodeo Cowboys Association (PRCA)

www.prorodeo.com

LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.

- A veterinarian must be on-site at all PRCA-sanctioned rodeos.
- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.

- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.
- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

ATTACHMENTS 4

Requirements for the Licensed Premises

"Wet" county

The licensed premises must be located in a "wet" county. Information concerning the status of each county may be found on the ABC website at: <https://www.ksrevenue.gov/pdf/abcwetdrymap.pdf>. A county is wet if:

- the board of county commissioners has approved a resolution permitting liquor by the drink (with or without a 30 percent food requirement), or
- the majority of the voters in that county approved the amendment to the Kansas Constitution in November 1986 to allow liquor by the drink or subsequently approved a proposition in a state general election to permit liquor by the drink (with or without a 30 percent food requirement) and which has not revoked that approval in a subsequent election. See K.S.A. 41-2646 for the requirements for the election. [Subsection (a) of K.S.A. 41-2642]
- Subsection (b) of K.S.A. 41-2646 sets forth the procedure whereby voters of the county may petition for a vote on whether the county shall become "wet" or "dry." The petition must contain at least 10 percent of the electors who voted for the office of Secretary of State at the last preceding general election at which such office was elected. When any such election takes place, the county election officer shall transmit a copy of the results to the Director. Since no time period is specified as to when such changes become effective, they should become effective as soon as the election results are received from the county election officers. [Subsection (d) of K.S.A. 41-2646]

Zoning.

The applicable city, township or county zoning must permit a drinking establishment at that geographic location. [Subsection (b) of K.S.A. 41-2608]

Control of premises by licensee.

The licensed premises must be constructed and operated in such a manner that the licensee has sufficient control to assure compliance with all applicable liquor laws and regulations. The licensed premises must include all portions of the premises where the DE's customers are permitted to possess and consume alcoholic liquor sold by the DE. Applicants for an initial license must furnish a diagram of the proposed licensed premises for approval by ABC. [Subsection (c) of K.S.A. 41-2642 and subsection (a)(2) of K.A.R. 14-21-2]

For DE's located within a hotel or motel, the licensed premises may include the guest rooms, banquet rooms and common areas. Any guest room equipped with a "mini-bar" where guests are permitted to remove and consume alcoholic liquor must be included in the licensed premises. [Subsection (d) of K.S.A. 41-2642 and subsection (a)(2) of K.A.R. 14-21-2]

Owner or lessee.

Except for municipal corporations, stadiums, arenas, convention centers, museums, theaters amphitheatres and other similar premises, the licensee must either be the legal owner of the licensed premises or be a lessee or sub-lessee of the legal owner. If the applicant does not own the premises to be licensed, then the applicant must furnish a copy of the current lease for review by ABC. [Subsection (b)(1) of K.S.A. 41-2623]

If the lease provides for rent to be calculated based upon a percentage of the receipts or profit from the sale of alcoholic liquor or other items to be mixed with alcoholic liquor, then the landlord is deemed to have a beneficial interest in the licensed premises. In this case, unless the lessor is a city, county or state agency, the lessor must meet all of the qualifications for licensure. [Subsection (e) of K.A.R. 14-21-3]

Beverage service agreement.

If the premises to be licensed is owned by the city or county, or is a stadium, arena, convention center, theater, museum, amphitheater or other similar premises, the applicant may submit an executed agreement to provide alcoholic beverage services at the premises in lieu of a lease. [Subsection (b)(1) of K.S.A. 41-2623]

Premises currently or previously occupied by another DE or club.

When ABC records indicate the location is currently or has recently been occupied by another similar licensed business, the Director has approved the following procedures (Ruling by the Director on July 24, 2012):

- If the current business has an active license and the current business' lease is still in effect, ABC shall send a certified letter to the last known address of the current licensee, notifying the licensee that its license will be canceled if the licensee does not reply to the ABC within ten days. Any alcoholic liquor and CMB remaining on the premises will be deemed by the Director to be abandoned and shall be seized and sold by the ABC. Proceeds from the sale will go to the state general fund.
- If the current business no longer has an active license (expired or revoked) ABC will issue a license for another business to occupy that location.

Extension of premises.

A drinking establishment may permanently or temporarily extend its licensed premises upon written approval by the director. The request to extend premises must be submitted to ABC at least 10 days prior to the proposed extension. [Subsection (b) of K.A.R. 14-21-21] The request shall be made on a form (ABC-806 for permanent extension, ABC-816 for temporary extension) approved by the director and shall include the following information:

- A diagram of the extended premises, clearly showing the boundaries of the premises, all entrances and exits, and the area in which the service of alcoholic liquor and CMB will occur [Subsection (c) of K.A.R. 14-21-21];
- In the case of a temporary extension, the date(s) and time(s) that the premises will be extended [Subsection (d) of K.A.R. 14-21-21];
- If the licensee does not own or lease the area into which the premises are being extended, the application shall include written permission from the governing body of the city or county, and the owner, landlord, or the property manager to extend the premises. [Subsection (e) of K.A.R. 14-21-21]

A drinking establishment may be temporarily extended on a recurring basis into a city, county or township street, alley, road, sidewalk or highway if the city, county or township authorizes the extension and the possession or consumption of alcoholic liquor and CMB on such street, alley, road, sidewalk or highway by ordinance or resolution. Such ordinance or resolution shall specify that the street, alley, road, sidewalk or highway is closed to motor vehicle traffic at all times when alcoholic liquor and CMB is authorized to be possessed or consumed, and shall also specify the times that such possession or consumption is authorized. [Subsection (c) of K.S.A. 41-2608] All drinking establishment licensees wishing to extend into a given city, county or township street, alley, road, sidewalk or highway shall be identified in the ordinance or resolution authorizing the extension. [Ruling by the Director, May of 2019]

The boundary of the extended premise shall be clearly marked by a three-dimensional obstacle. [Subsection (g) of K.A.R. 14-21-21] The licensee shall maintain, on the licensed premises, a copy of the diagram submitted to ABC with the request for extension and a copy of the director's approval to extend the premises. [Subsection (i) of K.A.R. 14-21-21]

Right of Governing Body to Request a Hearing

The governing body of any city or county may request notification when an application is filed for a new or renewed license in such city or county. [Subsection (a) of K.S.A. 41-2651] If the governing body makes such a request, the Director shall notify the governing body when an application is received. [Subsection (a) of K.S.A. 41-2651] Once notified, the governing body shall have 10 days to request a hearing before the director on whether an initial license should be issued or an existing license should be renewed. [Subsection (b) of K.S.A. 41-2651]

The governing body of any city or county may, at any time, request a hearing to determine whether a license issued under the Club and Drinking Establishment Act should be revoked or suspended. [Subsection (c) of K.S.A. 41-2651]

The hearing shall be conducted in accordance with the Kansas Administrative Procedure Act. [Subsection (d) of K.S.A. 41-2651] At such hearing, the governing body shall have the right to present testimony and evidence and make recommendations regarding whether the director should issue or renew the license. [Subsection (e) of K.S.A. 41-2651] K.A.R. 14-21-22 provides factors for the director to consider in making such determination.

Restrictions on Employees

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All persons who are serving alcoholic beverages or CMB must be at least 18 years old. However, any server who is under the age of 21 must be supervised by a person who is at least 21 years old. [Subsections (a) and (f) of K.S.A. 41-2610 and Subsections (b)(1) and (b)(3) of K.A.R. 14-21-9]

All persons who are mixing or dispensing alcoholic beverages or CMB must be at least 21 years old. [Subsection (g) of K.S.A. 41-2610 and Subsection (b)(2) of K.A.R. 14-21-9]

No person connected* (see below) with the dispensing, mixing and serving of alcoholic liquor or CMB can have:

- a conviction of a felony or of any crime involving a morals charge in Kansas, any other state, or the United States at any time. [Subsection (b) of K.S.A. 41-2610] "Morals charge" is defined in subsection (k) of K.A.R.14-21-1 as a charge alleging:
 - o prostitution
 - o procuring any person
 - o solicitation of a child under 18 years of age for any immoral act involving sex
 - o possession or sale of narcotics, marijuana, amphetamines or barbiturates
 - o rape
 - o incest
 - o gambling
 - o adultery
 - o bigamy
- a conviction of a violation of any intoxicating liquor law of Kansas, any other state, or the United States within the previous two years. . [Subsection (b)(5) of K.A.R. 14-21-9]
- two or more convictions within the previous five years of K.S.A. 21-5607, furnishing alcoholic liquor to a minor, or a similar law of any other state, or of the United States; or have three or more convictions within the previous five years of any other intoxicating liquor law of Kansas or any other state, or of the United States. [Subsection (c) of K.S.A. 41-2610] This would include convictions for driving while intoxicated (DWI) or driving under the influence (DUI).
- o *"Person connected" includes any manager or assistant manager in charge of the daily operations of the club. [Subsection (j) of K.A.R. 14-21-1] The Director has ruled that "person connected" also includes any person who manages or supervises any person actually doing the dispensing, mixing and serving of alcoholic liquor or CMB, regardless of their title. [Policy Memorandum 2001-4]

No person employed in the dispensing, mixing and serving of alcoholic liquor or CMB can be:

- a manufacturer, distributor or retailer. [Subsection (b)(6) of K.A.R. 14-21-9]

- an officer, agent or employee of a manufacturer, distributor or retailer. [Subsection (b)(6) of K.A.R. 14-21-9]

Persons who dispense beer from carts on golf courses must be at least 21 years old because there is no 21 year old supervisor who can see what they are doing, as there would be inside a building where 18-year olds are allowed to carry alcoholic products to the tables. [Ruling made by the director on April 30, 2007]

Food servers who have a disqualifying conviction may take orders for alcoholic liquor and CMB from customers as long as another, qualified person mixes or dispenses and serves the alcoholic liquor or CMB to the customers. [Interpretation made by AAG on Feb. 1, 2005]

Records to be Retained and Available for Inspection

Each DE shall retain the following records of purchases and sales for a period of three years:

- Sales slips and other purchase documents for all alcoholic liquor and CMB purchased from retailers or distributors. [Subsection (e) of K.A.R. 14-21-10]
- Invoices and other records of sales of alcoholic liquor and CMB to all customers. [Subsection (a) of K.S.A. 79-3609 as referenced in subsection (a) of K.S.A. 79-4105 of the Liquor Enforcement Tax Act]

These records are subject to inspection by the director or any agent or employee of the director. [Subsection (g) of K.A.R. 14-21-10]. For a period of 90 days after the purchase, sale or sampling, the records must be kept on the licensed premises. The records may be in electronic or paper format. If electronic, the records must be available to print upon request by the director or any agent or employee of the director. [Ruling by the director on July 16, 2012]

After 90 days, the records may be stored off the licensed premises but shall be provided within a reasonable time upon request. [Ruling by the director on July 16, 2012]

Holders of a combination DE/caterer license must keep the records of their DE separate from the records of their catering business. [K.A.R. 14-22-8]

Hours and Days of Sales

There shall be no serving, mixing or consumption of alcoholic liquor or CMB on the licensed premises between the hours of 2 a.m. and 6 a.m. on any day. [Subsection (a) of K.S.A. 41-2614]

Concealed Carry of Weapons by Patrons on the Licensed Premises

The Personal and Family Protection Act (K.S.A. 75-7c01 et seq.), commonly known as the concealed carry law, allows the carrying of a concealed or unconcealed firearm in any building unless such building has conspicuously posted prohibitive signage in accordance with Attorney General rules and regulations. [Subsection (a) of K.S.A. 75-7c10, and 75-7c24]

A drinking establishment may elect to prohibit concealed or unconcealed carry on its premises. If it does so, then it must post at the public entrances to the premises signs of a design approved by the Kansas Attorney General indicating that the concealed or unconcealed carry of firearms is prohibited. [Subsection (a) of K.S.A. 75-7c10, and 75-7c24]

Signs, Advertising, Trade Practices and Promotional Activities

For further clarification of trade practices involving product displays, point of sale items and equipment, refer to "Policy Memorandum 2016-1" located on the ABC webpage at: <https://www.ksrevenue.gov/pdf/abcpm2016-1.pdf>.

Outside signs.

Industry members may give, lend or sell basic signs advertising the industry member's products. The value of the signs may not exceed \$400. The industry member cannot make payments or give credits to the licensee for displaying their sign and cannot pay for the installation, removal or operation of the sign. This would prohibit the industry member from supplying the structure to mount the sign on, such as a billboard, marquee with space to post additional information, a semi-trailer truck, etc. [27 CFR ch. 1, Sec. 6.102, as adopted by K.A.R. 14-10-17]

Definition of advertising.

"Advertising" means the medium of radio, television, newspapers, periodicals, circulars, pamphlets, or other publications or any sign or outdoor advertising or any other printed or graphic matter. [K.A.R. 14-8-1] Webster's Dictionary (New Riverside University Edition published in 1984) defines "graphic" as:

- pertaining to written representation
- pertaining to pictorial representation
- pictorial device, as an illustration or chart
- display by a computer or imaging device

Radio and television advertising.

Licensees may purchase live radio or TV commercials to take place at the licensed premises if the licensee pays the entire cost of the commercial. An industry member may be present and hand out promotional items to consumers on the premises during the time the commercial is broadcast but shall not participate in the commercial or pay any of the cost thereof. [Ruling by the Director on Aug. 1, 2005] A licensee may arrange for a radio or television station to run a remote broadcast from the licensee's parking lot or anywhere outside the licensed premises and the licensee or the radio or television station may give away food or promotional items at that location. Any food or other items may be given free to the public. The food cannot be paid for by an industry member (manufacturer, supplier or distributor).

Industry members selling, giving or lending equipment or supplies.

Industry members are prohibited from giving or lending money, equipment, supplies, services or anything of value to a licensee except as permitted by K.A.R. 14-10-17. The following are allowed:

- Glassware, as long as the price is not less than what the industry member paid for it.
- Tapping and dispensing equipment, as long as the price is not less than what the industry member paid for it.
- Carbon dioxide gas and ice, as long as the price is not less than the local market price.
- Coil cleaning service.

Industry members selling or giving services.

Industry members are prohibited from inducing licensees to purchase product from them by paying or crediting the licensee for any advertising, display or distribution service. The following practices are prohibited:

- Participating in paying for an advertisement placed by the retailer.
- The purchase of advertising on signs, scoreboards, programs, scorecards, and similar items from the retail concessionaire at ballparks, racetracks or stadiums.
- The purchase of advertising in a publication of the retailer which is distributed to consumers or the general public.
- Reimbursements to retailers for setting up product or other displays.
- Rental of display space in the licensed premises.

[Subsection (d) of 27 CFR, ch. 1, Sec. 6.21, as adopted by K.A.R. 14-10-14]

Industry members shall not obtain tickets to a concert or other event and give them away to consumers either directly or through a third party if the concert or other event is being held on a licensee's premises. This is interpreted as furnishing something of value to the licensee (inducing consumers to visit the licensed premises) in violation of subsection (a) of K.S.A. 41-703. [Ruling by the Director on Aug. 1, 2005]

Industry members shall not arrange for a radio station to have its mobile unit park at a licensee's location and offer something of value to the public for finding the mobile unit and broadcast clues to find the mobile unit. This is interpreted as furnishing something of value to the licensee (inducing consumers to visit the licensed premises) in violation of subsection (a) of K.S.A. 41-703. [Ruling by the Director on Aug. 1, 2005]

However, industry members may furnish, give, rent, loan or sell newspaper cuts, mats or engraved blocks to a licensee for use in their advertising of the industry member's products. [27 CFR, ch. 1, Sec. 6.92, as adopted by K.A.R. 14-10-17]

Industry members may put the name of the retailer on the label or packaging of the products sold to retailers. If the name is added to a label that has previously been registered with ABC, the new label must be separately registered with ABC. [Ruling by the Director on Aug. 20, 2007]

Product displays.

Industry members may give or sell product displays to licensees. The selling or giving of the product displays may be conditioned upon the purchase of enough of the liquor products advertised on the display for the initial completion of the display. No other conditions are allowed. [Subpart (c)(3) of 27 CFR, ch. 1, Sec. 6.83, as adopted by K.A.R. 14-10-17]

"Product display" means any wine racks, bins, barrels, casks, shelving, or similar items whose primary function is to hold and display consumer products. [Subpart (b) of 27 CFR, ch. 1, Sec. 6.83, as adopted by K.A.R. 14-10-17] The total value, based on actual cost to the industry member, of all product displays given or sold by an industry member may not exceed \$300 per brand at any one time in any one licensed premises. [Subpart (c)(1) of 27 CFR, ch. 1, Sec. 6.83, as adopted by K.A.R. 14-10-17]

All product displays must bear conspicuous and substantial, permanently affixed, advertising material about the product or the industry member. The product display may also include the name and address of the retailer. [Subpart (c)(2) of 27 CFR, ch. 1, Sec. 6.83, as adopted by K.A.R. 14-10-17]

Point of sale (“POS”) advertising materials.

Industry members may provide to licensees items intended to be used within the establishment to attract customers’ attention to the products of the industry member. Such advertising materials include, but are not limited to: posters, placards, designs, inside signs (electric, mechanical or otherwise), window decorations, trays, coasters, menu cards, paper napkins, foam scrapers, back bar mats, thermometers, clocks, calendars, banners, display cards, ceiling danglers, table tents and alcoholic beverage lists or menus dealing with alcoholic beverages. [Subpart (b)(1) of 27 CFR, ch. 1, Sec. 6.84, as adopted by K.A.R. 14-10-17]

All POS must bear conspicuous and substantial, permanently affixed, advertising material about the product or the industry member. The POS may also include the name and address of the retailer. [Subpart (c)(1) of 27 CFR, ch. 1, Sec. 6.84, as adopted by K.A.R. 14-10-17]

Consumer advertising specialties (“CAS”) offered by industry members.

Industry members may provide to licensees consumer advertising specialties that are designed to be carried away by the consumer, such as trading stamps, nonalcoholic mixers, pouring racks, ashtrays, bottle or can openers, corkscrews, shopping bags, matches, printed recipes, informational pamphlets, cards and leaflets, post cards, posters, printed sports schedules, pens, pencils, koozies, t-shirts, ball caps and other similar items for distribution to the general public. [Subpart (b)(2) of 27 CFR, ch. 1, Sec. 6.84, as adopted by K.A.R. 14-10-17]

The CAS must bear conspicuous and substantial advertising material about the product or the industry member. The CAS may also include the retailer’s name and address. The licensee shall not be paid or credited in any manner, directly or indirectly, for this distribution service. [Subpart (c) of 27 CFR, ch. 1, Sec. 6.84, as adopted by K.A.R. 14-10-17]

Retailer-generated.

A retailer (on or off-premise licensee) may generate and distribute unconditionally and free of charge to the general public CAS intended to be carried away by the consumer. Such items include ash trays, bottle or can openers, cork screws, matches, printed recipes, informational pamphlets, cards and leaflets, post cards, posters, printed sports schedules, pens, pencils, koozies, t-shirts, ball caps and other similar items. Each CAS must bear conspicuous and substantial advertising material relating to the operation of the retail establishment.

There can be no requirement to purchase anything in order to receive the retailer-generated CAS. Industry members are prohibited from providing or paying for retailer-generate CAS.

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ATTACHMENTS 6

The Professional Rodeo Cowboys Association (PRCA)

www.prorodeo.com

LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.

- A veterinarian must be on-site at all PRCA-sanctioned rodeos.
- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.
- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.
- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

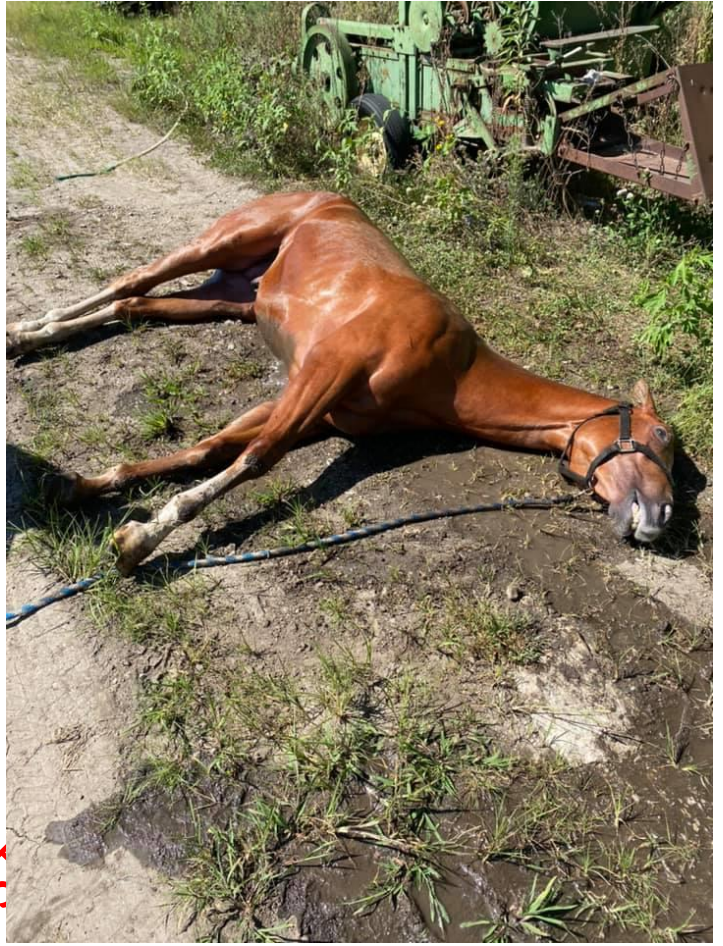
ATTACHMENTS 7



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FOR DIS

CONFIDENTIAL



CONFIDENTIAL - DO NOT COPY OR DISTRIBUTE - NOT A FINAL FULL REPORT

Steve's Post



REPORT

28

6 comments 1 share

Like

Comment

Share



Hilda Maldonado
What happened ?



4y Like Reply



Steve Haro
Hilda Maldonado colic



4y Like Reply See Original (Spanish)



Hilda Maldonado
Steve Haro 🙏



4y Like Reply



Irma Haro
Lo siento potro cual de los dos semurio



4y Like Reply See translation



Steve Haro
Irma Haro is the same horse in both pics



4y Like Reply See Original (Spanish)

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HARO RODEO COMPLIANCE / WORKING STATUS SUMMARY NOTES

Compliance Check Purpose:

To review historical and current allegations of illegal rodeo, concert, and alcohol sales activities at 22000 Cantrell Rd Linwood Kansas 66052.

Owner: HARO, AURELIO & BROCKENBERRY, NORMA
Site Address: 00000 CANTRELL RD, Linwood, KS 66052
Mailing Address: 17564 W 158TH TER, OLATHE, KS 66062

Key Findings:

- **Rodeo:** Rodeo is not in compliance with Kansas State Statute 21-6412. (Cruelty to animals). Evidence suggests the practice of bull tail dragging occurred at the rodeo. The practice of bull tail dragging constitutes animal cruelty and causes significant harm to the animals involved. Subject, along with his associates have advertised these events as public events for years in conflict with his statement to the County Commissioners that this is a family and friends event.

The rodeo arena/concert stage location is only approximately 72 feet to the West property line and 98 feet to the East property line of the subject.

- **Concerts:** Based on historical video audio and lights are not in compliance. The concert organizer has previously operated without a required permit.
- **Alcohol Sales:** Event and subject do not appear to be in compliance based on historical evidence found.

Evidence:

- **Rodeo:** Video, Still Photos, and review of State Statute and regulations support that the rodeo activities may be in violation of Animal Abuse Statutes. (Please See Attachment 7). Bull Tail Dragging and Horse Tripping do not comply with Professional Rodeo Association Guidelines and appears to be in violation of Kansas Animal Abuse Statute.
- **Concerts:** Noise and lights emitted appear to be in excess of accepted standards, and the stage sound and lighting system is excessive and can be seen and heard from over a quarter of a mile away at excessive levels.
- **Alcohol Sales:** Review of advertising materials stating that no outside beverages may be brought in and all beverages will be sold on site contradicts the subject's statements to Leavenworth Commissioners that his "family event" is a BYOB which appears to be in violation of Kansas Statutes regarding both the sale of Alcohol and Consumption of Alcohol.

Recommendations:

- Rodeo: Prepare package for the prosecutor, Sheriff's Office, and present to Kansas Dept of Ag, USDA, Peta
- Concerts: Prepare package for County Commissioners, Sheriff Prosecutors office and possible request for injunction
- Alcohol Sales: Prepare package for Prosecutor, Sheriff's office, County Commissioners, and Kansas bureau of Alcohol
- Upon completion and after presentation to appropriate agencies seek legal representation for possible civil suit
-
- **Conclusion:**

- **RODEO:** The practice of Bull/Steer tail dragging is unacceptable and do not comply with Professional Rodeo Association Guidelines in violation of Kansas Animal Abuse Statute and must be stopped. Further investigation is necessary to determine the full extent of animal cruelty at the rodeo and to hold those responsible accountable.
-
- These events can cause extreme pain and injury to the animals, including:
- Physical injuries: Broken tails, spinal injuries, and internal bleeding.
- Psychological trauma: Severe stress and fear.
- **Alcohol Sales:** The absence of an alcohol sales permit for the concert represents a significant violation of local regulations. Further investigation and enforcement actions are necessary to prevent similar occurrences in the future

ATTACHMENT 1

GRAN JARPEO BAILE
EVENTO 100% CONFIRMADO

RANCHO EL JEREZANO

BANDA **EL PILAR**
Copa Aventura

BANDA **LA EXCLUSIVA**
Los Garcias

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3:PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS MUSICA COUNTRY
DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS

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SABADO DE GLORIA
COLEADERO DE LUJO
CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
REPARTIENDO EL 70%
EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA DE JUDAS

HABRA CONCURSO DE CABALLOS BAILADORES

La Inigualable Banda **SANTA CRUZ**
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA, SOLO DE BOTE

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

MAS INFORMACION:
913-548-3101 Y 785-917-1008

Gran Coleadero Baile
Rancho El Jerezano **SABADO**
 Abra Charreada
 Con cinco equipos charros para
 Celebrar el Cinco de Mayo

6
MAYO

BANDA LA
Querendona
 JEREZ
 ZACATECAS

AMBIENTE 100% FAMILIAR

Buen Ganado
Polla De \$150
Se Repartira
70% A los 3
Primeros
Lugares

Para Mas Información
 913-584-3101

Y ELITE NORTENO
 (KANSAS CITY)

Charreada
 Apartir de las
10am

Puedes Traer Tu
 Cerveza Solo En Bote

22000 CANTREALL RD
LINWOOD KS 66052

SABADO DE GLORIA
COLEADERO DE LUJO
 CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
 22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
 REPARTIENDO EL 70%
 EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA
 DE JUDAS

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

La Inigualable Banda
SANTA CRUZ
 De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA
 SOLO DE BOTE

HABRA CONCURSO DE
CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR

GUAPAS DAMITAS PREMIANDO
 LOS MEJORES COLEADORES

MAS INFORMACION:
 913-548-3101 Y 785-917-1008

Empezando desde las
2:00 pm

EL RANCHO
 Rancho
 "El Jerezano"

23
 sabado
 OCTUBRE

GRAN
CABALGATA
 y Tardeada
 Baile

COMIDA
GRATIS
 HASTA QUE TOPE!!!

ELITE NORTENO
 Acompañando de 5 a 9

Te esperamos!

CABALGATA
DE 2 HORAS

Para más información
 1 (913) 548-3101

22000 Cantrell RD
 Linwood KS 66052

Rancho
 "El Jerezano"

GRAN
COLEADERO
 de Lujo

MAS DE 50 TOROS
DE GANADERIA
LOS PAISAS



Celebrando
Fiestas patrias

iHabrá

ATTACHMENT 2

Animal Cruelty – Kansas State Statute

21-6412. Cruelty to animals. (a) Cruelty to animals is:

- (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
-  (2) knowingly abandoning any animal in any place without making provisions for its proper care;
- (3) having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
-  (4) intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
- (5) knowingly but not maliciously killing or injuring any animal; or
- (6) knowingly and maliciously administering any poison to any domestic animal.

(b) Cruelty to animals as defined in:

(1) Subsection (a)(1) or (a)(6) is a nonperson felony. Upon conviction of subsection (a)(1) or (a)(6), a person shall be sentenced to not less than 30 days or more than one year's imprisonment and be fined not less than \$500 nor more than \$5,000. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. During the mandatory 30 days imprisonment, such offender shall have a psychological evaluation prepared for the court to assist the court in determining conditions of probation. Such conditions shall include, but not be limited to, the completion of an anger management program; and


(2) subsection (a)(2), (a)(3), (a)(4) or (a)(5) is a:

(A) Class A nonperson misdemeanor, except as provided in subsection (b)(2)(B); and


(B) nonperson felony upon the second or subsequent conviction of cruelty to animals as defined in subsection (a)(2), (a)(3), (a)(4) or (a)(5). Upon such conviction, a person shall be sentenced to not less than five days or more than one year's imprisonment and be fined not less than \$500 nor more than \$2,500. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein.

(c) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) bona fide experiments carried on by commonly recognized research facilities;
- (3) killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;



(4) rodeo practices accepted by the rodeo cowboys' association;



(5) the humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) with respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) the killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;

(8) an animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) laying an equine down for medical or identification purposes;

(10) normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or

(11) accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(d) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(e) Any public health officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the board of county commissioners in the county where the animal was taken into custody shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if

the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The board of county commissioners in the county where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.

(f) The owner or custodian of an animal placed for adoption or killed pursuant to subsection (e) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.

(g) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (e), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.

(h) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(i) As used in this section:

(1) "Equine" means a horse, pony, mule, jenny, donkey or hinny; and

(2) "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.


ATTACHMENT 3

The Professional Rodeo Cowboys Association (PRCA)

Source: www.prorodeo.com


LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.



- A veterinarian must be on-site at all PRCA-sanctioned rodeos.

- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.



- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.

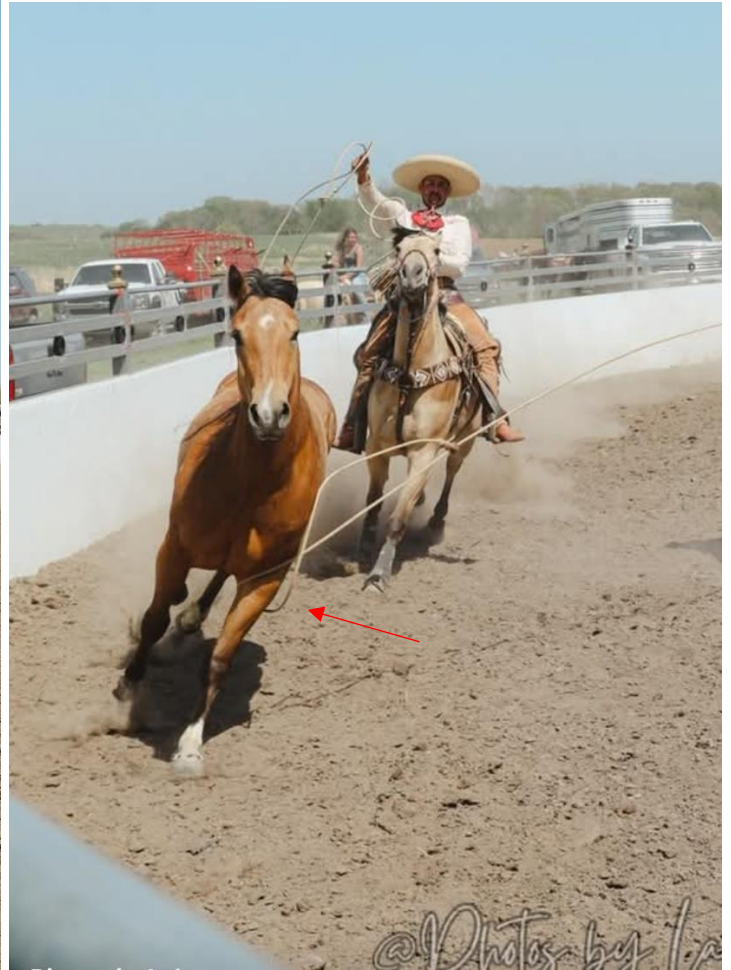
- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

ATTACHMENT 4



ATTACHMENT 4

Horse Tripping



HARO RODEO COMPLIANCE / WORKING STATUS SUMMARY NOTES

Compliance Check Purpose:

To review historical and current allegations of illegal rodeo, concert,
and activities at 22000 Cantreall Rd Linwood Kansas 66052.

Owner: HARO, AURELIO & BROCKENBERRY, NORMA
Site Address: 00000 CANTRELL RD, Linwood, KS 66052
Mailing Address: 17564 W 158TH TER, OLAHNE, KS 66062

Compliance Check Period: ESTIMATED END DATE 08-25-2024

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Key Findings:

- **Rodeo:** Rodeo is not in compliance with Kansas State Statute 21-6412. (Cruelty to animals). Evidence suggests the practice of bull tail dragging occurred at the rodeo. The practice of bull tail dragging constitutes animal cruelty and causes significant harm to the animals involved. Subject, along with his associates have advertised these events as public events for years in conflict with his statement to the County Commissioners that this is a family and friends event.

The rodeo arena/concert stage location is only approximately 72 feet to the West property line and 98 feet to the East property line of the subject.

Evidence:

- **Rodeo:** Video, Still Photos, and review of State Statute and regulations support that the rodeo activities may be in violation of Animal Abuse Statutes. (Please See Attachment 7). Bull Tail Dragging and Horse Tripping do not comply with Professional Rodeo Association Guidelines and appears to be in violation of Kansas Animal Abuse Statute.

Recommendations:

- Rodeo: Prepare package for the prosecutor, Sheriff's Office, and present to Kansas Dept of Ag, USDA, Peta
- Concerts: Prepare package for County Commissioners, Sheriff Prosecutors office and possible request for injunction

Conclusion:

RODEO: The practice of Bull/Steer tail dragging is unacceptable and do not comply with Professional Rodeo Association Guidelines in violation of Kansas Animal Abuse Statute and must be stopped. Further investigation is necessary to determine the full extent of animal cruelty at the rodeo and to hold those responsible accountable.

These events can cause extreme pain and injury to the animals, including:

- Physical injuries: Broken tails, spinal injuries, and internal bleeding.
- Psychological trauma: Severe stress and fear.

ATTACHMENTS 1

CONFIDENTIAL

GRAN JARPEO BAILE
EVENTO 100% CONFIRMADO

RANCHO EL JEREZANO

BANDA **EL PILAR**

Copa Aventura

BANDA **LA EXCLUSIVA**

LAS GARCIAS

GRAN CONCURSO DE BAILE

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3:PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS

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SABADO DE GLORIA

COLEADERO DE LUJO
CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
REPARTIENDO EL 70% EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA DE JUDAS

HABRA CONCURSO DE CABALLOS BAILADORES

SABADO 16 ABRIL

MAS INFORMACION:
913-548-3101 Y 785-917-1008

La Inigualable Banda **SANTA CRUZ**
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA, SOLO DE BOTE

CONFIDENTIAL - D

Gran Coleadero Baile
Rancho El Jerezano SABADO
 Abra Charreada
 Con cinco equipos charros para
 Celebrar el Cinco de Mayo

6 MAYO

BANDA LA **Querendona**
 JEREZ ZACATECAS

AMBIENTE 100% FAMILIAR

Buen Ganado Polla De \$150 Se Repartira 70% A los 3 Primeros Lugares

Para Mas Información
 913-584-3101

Charreada Apartir de las 10am

Y ELITE NORTENO
 KANSAS CITY

Puedes Traer Tu Cerveza Solo En Bote

22000 CANTREALL RD LINWOOD KS 66052

SABADO DE GLORIA
COLEADERO DE LUJO
 CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
 22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200 REPARTIENDO EL 70% EN LOS 3 PRIMEROS LUGARES
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HABRA CONCURSO DE CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR

GUAPAS DAMITAS PREMIANDO LOS MEJORES COLEADORES

MAS INFORMACION:
 913-548-3101 Y 785-917-1008

Empezando desde las 2:00 pm

Rancho "El Jerezano" **23** sábado OCTUBRE

GRAN CABALGATA y Tardeada Baile

COMIDA GRATIS HASTA QUE TOPE!!!

ELITE NORTENO
 Acompañando de 5 a 9

Te esperamos!

CABALGATA DE 2 HORAS

Para mas informacion
 1 (913) 548-3101

22000 Cantrell RD
 Linwood KS 66052

Rancho "El Jerezano"

GRAN COLEADERO de Lujo

MAS DE 50 TOROS DE GANADERIA LOS PAISAS

Celebrando **Fiestas patrias**

¡Habrá

GRAN TORNEO DE COLAS
CATEGORÍAS
AAA \$1000 DLLS
AA \$500 DLLS
A \$250 DLLS
 Evento 100% FAMILIAR
 Repartiendo 70% GANADO 100% Limpio
 AL TERMINO DEL TORNEO
GRAN COLEADERO Abierto
RANCHO EL AGAVE
 15722 W 117TH ST. N SEDGWICK., KS 67135
SÁBADO 25 DE MAYO 2024
 MAS INFORMACIÓN AL:
 316-553-2881 O AL 316-272-2988

COLEADERO BAILE
BANUELOS
GRAN INAUGURACION
Sabado 20 de ABRIL
INDESTRUCTIBLE BANDA AZTECA
POLLA \$150 1PM
 SE REPARTIRA EL 70%
AMBIENTE 100% FAMILIAR
COLEADERO ABIERTO MONTURA
 PARA EL QUE TENGA MAS REDONDAS DE BUEN LAIDO
PUERTAS ABREN 12 MEDIODIA
SE COBRARA POR HIELERA
 LA REYNA DE KC PUEDEN LLEVAR HIELERA PERO NO BOTELLAS DE VIDRIO ANTOJITOS MEXICANOS
NIÑOS MENORES DE 12 AÑOS ENTRAN GRATIS
 MAS INFO: JUAN BANUELOS 913 269-1514 EFRAIN JAQUE 913 246-1425
24345 W. 383RD ST PAOLA KS 66071
 NO RESPONSABLES DE ALGUN DAÑO O ACCIDENTE DENTRO DE LAS INSTALACIONES

SABADO 17 AGOSTO 2024
SEXTA CHARREADA DEL CIRCUITO DE KANSAS
 11:00 AM HERENCIA CHARRA R300 SAN RAFAEL SAGRADO CORAZON
 2:00 PM HACIENDA DE KANSAS HACIENDA DEL RIO RANCHO EL DIAMANTE
 AL TERMINO DE LAS CHARREADAS
 COLEADERO LIBRE Y POLLA DE \$150
 AMBIENTE 100% FAMILIAR | ANTOJITOS MEXICANOS | TARDEADA BAILE
 PUEDEN TRAER SOLO CERVEZA DE LATA Y HABRA UN COSTO POR HIELERA
LA PRENDIDISIMA
 BANDA PERLA DE JEREZ, ZAC.
 16819 LENAPE RD. LINWOOD KS 66052

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ATTACHMENTS 5

Animal Cruelty

21-6412. Cruelty to animals. (a) Cruelty to animals is:

- (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
- (2) knowingly abandoning any animal in any place without making provisions for its proper care;
- (3) having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
- (4) intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
- (5) knowingly but not maliciously killing or injuring any animal; or
- (6) knowingly and maliciously administering any poison to any domestic animal.

(b) Cruelty to animals as defined in:

(1) Subsection (a)(1) or (a)(6) is a nonperson felony. Upon conviction of subsection (a)(1) or (a)(6), a person shall be sentenced to not less than 30 days or more than one year's imprisonment and be fined not less than \$500 nor more than \$5,000. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. During the mandatory 30 days imprisonment, such offender shall have a psychological evaluation prepared for the court to assist the court in determining conditions of probation. Such conditions shall include, but not be limited to, the completion of an anger management program; and

(2) subsection (a)(2), (a)(3), (a)(4) or (a)(5) is a:

(A) Class A nonperson misdemeanor, except as provided in subsection (b)(2)(B); and

(B) nonperson felony upon the second or subsequent conviction of cruelty to animals as defined in subsection (a)(2), (a)(3), (a)(4) or (a)(5). Upon such conviction, a person shall be sentenced to not less than five days or more than one year's imprisonment and be fined not less than \$500 nor more than \$2,500. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein.

(c) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) bona fide experiments carried on by commonly recognized research facilities;

(3) killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;

(4) rodeo practices accepted by the rodeo cowboys' association;

(5) the humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) with respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) the killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;

(8) an animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) laying an equine down for medical or identification purposes;

(10) normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or

(11) accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(d) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(e) Any public health officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased

or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the board of county commissioners in the county where the animal was taken into custody shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The board of county commissioners in the county where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.

(f) The owner or custodian of an animal placed for adoption or killed pursuant to subsection (e) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.

(g) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (e), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.

(h) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(i) As used in this section:

(1) "Equine" means a horse, pony, mule, jenny, donkey or hinny; and

(2) "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.

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ATTACHMENTS 4

The Professional Rodeo Cowboys Association (PRCA)

www.prorodeo.com

LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.

- A veterinarian must be on-site at all PRCA-sanctioned rodeos.

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- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.
- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.
- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

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ATTACHMENTS 6

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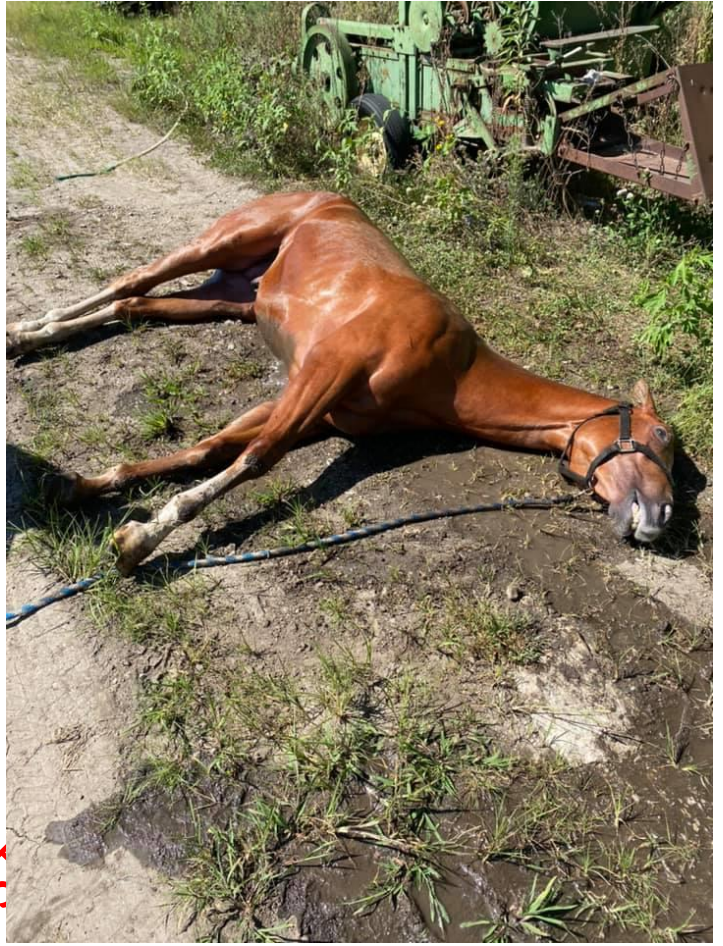
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ATTACHMENTS 7



CONFIDENTIAL

CONFIDENTIAL



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Steve's Post



REPORT

👍🥲 28

6 comments 1 share

👍 Like

💬 Comment

➦ Share



Hilda Maldonado
What happened ? ...

4y Like Reply



Steve Haro
Hilda Maldonado colic ...

4y Like Reply See Original (Spanish)



Hilda Maldonado
Steve Haro 🙏 ...

4y Like Reply



Irma Haro
Lo siento potro cual de los dos semurio ...

4y Like Reply See translation



Steve Haro
Irma Haro is the same horse in both pics ...

4y Like Reply See Original (Spanish)

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SABADO DE GLORIA COLEADERO DE LUJO

CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO

22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200

REPARTIENDO EL 70%
EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA

DE JUDAS

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

La Inigualable Banda
SANTA CRUZ
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA
SOLO DE BOTE

HABRA CONCURSO DE
CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR



GUAPAS DAMITAS PREMIANDO
LOS MEJORES COLEADORES

MAS INFORMACION:

913-548-3101 Y 785-917-1008

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SABADO 16 ABRIL



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SANTA CRUZ

De Eric Solis

**PUEDES LLEVAR TU PROPIA
BEBIDA, SOLO DE BOTE**

**HABRA CONCURSO DE
CABALLOS BAILADORES**

MAS INFORMACION:

913-548-3101 Y 785-917-1008

RANCHO EL JEREZANO

22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR



TEQUILA
Jarana

8 SEGUNDOS

MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!

PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS



[ticketon.com](https://www.ticketon.com)

1.800.668.8080

TICKETÓN™

Gran Coleadero Baile

Rancho El Jerezano **SABADO**

Abra Charreada

Con cinco equipos charros para
Celebrar el Cinco de Mayo

6
MAYO

BANDA LA
Querendona
JEREZ,
ZACATECAS



AMBIENTE 100% FAMILIAR

**Buen Ganado
Polla De \$150
Se Repartira
70% A los 3
Primeros
Lugares**

Para Mas Información
913-584-3101

**ELITE
NORTENO**
KANSAS
CITY

**Puedes Traer Tu
Cerveza Solo En Bote**

**Charreada
Apartir de las
10am**



**22000 CANTREALL RD
LINWOOD KS 66052**



ESTADO EL JEREZANO

50

60

T
50

@Photos by Liza

GRAN JARIPEO BAILE

EVENTAZO 100% CONFIRMADO



RANCHO EL JEREZANO



BANDA EL PILAR



Grupo Aventura



Banda LA EXCLUSIVA

GRAN CONCURSO DE BAILE



LOS GARCILAS

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3:PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052



SENNHEISER

ULTRA

Me





@Photos by Laiza



@Photos by Laiza



@Photos by Luisa



@Photos by Laiza







@Photos by Luisa



@Photos by Jazira





@Photos by Liza



40

@Photos by Liza



40

@Photos by Laiza



@Photos by Lisa



60

@Photos by laisa



@Photos by Laiza



@Photos by laisa





@Photos by Liza



@Photos by Liza



@Photos by Laiza



@Photos by Leiza



@Photos by Liza



@Photos by Lisa





@Photos by Laiza





@Photos by Liza





@Photos by Laisa









RJ Ranch - Rancho El Jerezano



Aug 14, 2023 · 🌐

🖤🇺🇸 KANSAS CITY !! GRAN JARIPERO BAILE!
en [#ranchoeljerezano](#) [#DOMINGO20](#) evento familiar.

✅ Niños menores de 12 años entran GRATIS

✅ habrá concurso de baile y muchas sorpresas

❌ no se aceptan bebidas 🍷 Todo se venderá en la localidad. Puertas abren 3pm

🔴 COMPRA TUS BOLETOS  AQUÍ 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

🖤🇺🇸 @KANSAS CITY!! BIG JARIPERO DANCE! in [#ranchoeljerezano](#) [#DOMINGO20](#) family event.

✅ Children under 12 enter for FREE

✅ There will be a dance contest and many surprises

❌ no drinks accepted 🍷 Everything will be sold in the locality. Doors open at 3pm

🔴 BUY YOUR TICKETS  HERE 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

⚙️ • Rate this translation





@Photos by LA



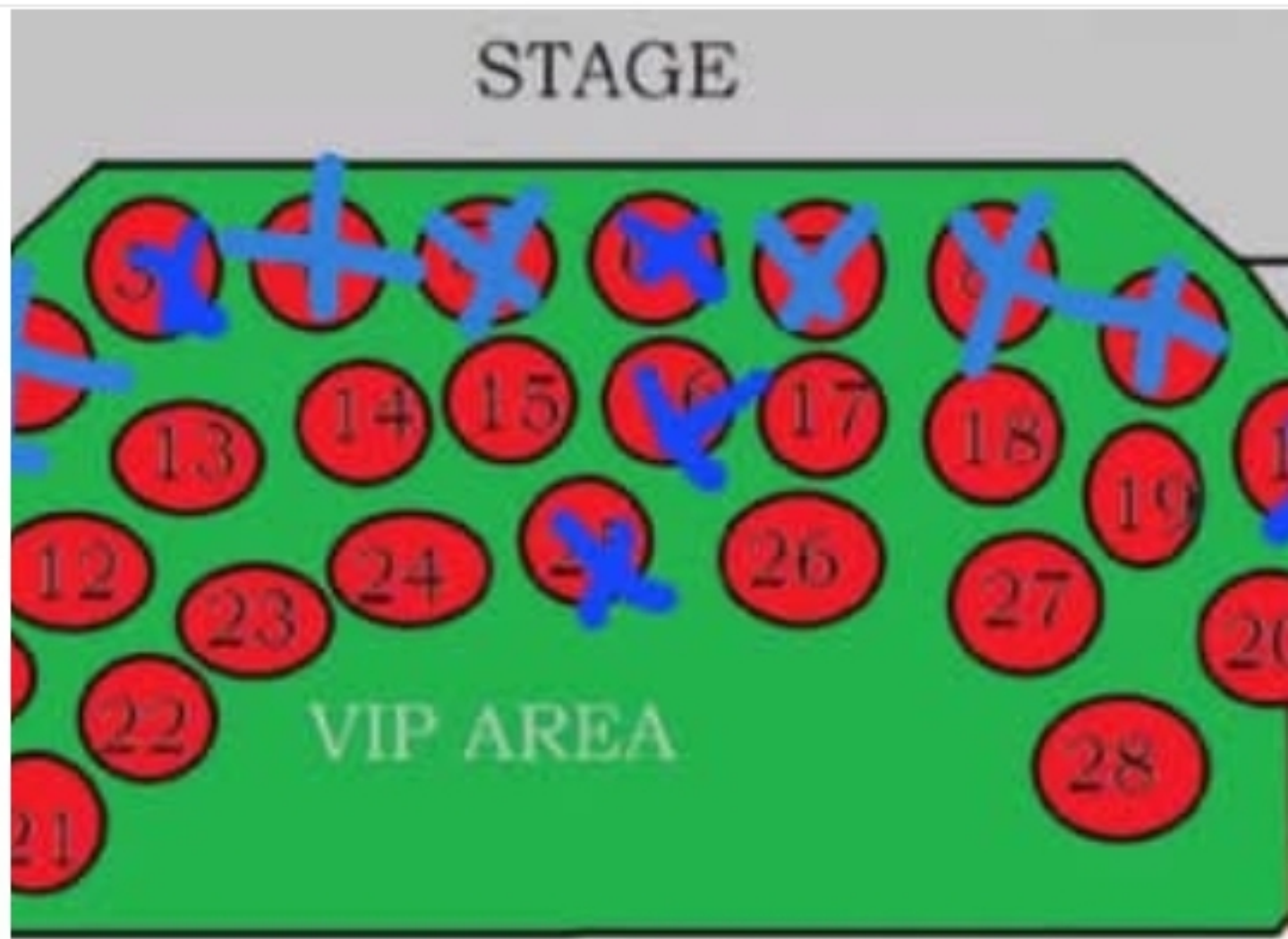


Noe Recinos Hernandez is with **Aurelio Haro** and **10 others**.

Jun 9, 2023 · 🌐

🔴🔴 VIPs are flying out!! TAKE ADVANTAGE don't leave it at the last minute 😁😁 **Gerardo Coronel** Saturday June 17! EL JEREZANO RANCH

⚙️ Rate this translation



👍❤️🤔 14

3 shares

👍 Like

💬 Comment

💬 Send

➦ Share



RJ Ranch -Rancho El Jerezano's Post



RJ Ranch -Rancho El Jerezano

January 28, 2022 · 🌐



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GUAPAS DAMITAS PREMIANDO LOS MEJORES COLEADORES

MAS INFORMACION:



Comment as Crystal Swann Blackdeer





Photos by Laisa

Q rj ranch

Album Rancho el Jerezano - 6 de mayo de 2023



Photos by Laisa added 56 new photos. · Follow



May 14, 2023 · 🌐

Rancho el Jerezano pt. 2

Compartan y etiqueten a sus amistades!! 👍

See Translation



+52

👍❤️ 22

4 comments 10 shares

Like

Comment

Share

Album Rancho el Jerezano - 6 de mayo de 2023



Photos by Laisa added 54 new photos. · Follow



May 14, 2023 · 🌐

Rancho el Jerezano pt. 1

Compartan y etiqueten a sus amistades!! 👍

See Translation



5



+50

19

1 comment 8 shares

Like

Comment

Share

End of results

Allison, Amy

From: Julie Hershey <jhershey@embarqmail.com>
Sent: Tuesday, January 7, 2025 4:43 PM
To: Allison, Amy
Cc: downesjohn58@gmail.com; 'Julie Hershey'; Pro Serve Legal
Subject: Aurelio Haro and Norma Brockenberry

Importance: High

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.

Amy,

After attending the last County Commissioners meeting regarding Aurelio Haro and Norma Brockenberry and rodeo plans, where we were totally ignored, we hired an agency at great expense to find out what was going on at these events, etc., as we have for the past 25 years told the County about illegal activities, animal abuse, alcohol sales, etc., to no avail. I have a huge folder of documentation and photos regarding this issue that I have kept.

The timing of the new public hearing is horrible. Not only was it the holiday season and so impossible to get in touch with representation, but it is also very cold and about a foot of snow. We are in our mid-60s and have a 35-mile drive in the dark on Wednesday to attend this. My husband's small tractor got stuck today trying to clear the driveway and so we will try to make it in our car tomorrow, but aren't happy about the risk of traveling for a meeting that should have been postponed in light of the weather.

Also important is the fact that we may be in danger as we have testified to the county previously for pitting ourselves against this neighbor. Another former neighbor has corroborated our story, and so this serves as a warning that if anything happens to us, we will hold the county responsible.

I forwarded the public hearing letter we received to the agency we hired after we received it. Unfortunately, the lead contact, Eric, became very seriously ill months ago, and we just talked to him for the first time at 4 p.m. today. He is trying to get information to you, and we appreciate you letting him have until noon tomorrow.

He has also requested to testify via ZOOM or phone tomorrow because he can't get around people due to his serious health issues. Again, we have spent considerable resources to do what we feel the county should have done all along, and we ask that he be allowed to testify. The information he has is important, and he is a subject matter expert.

Sincerely,

Julie and David Downes
13462 222nd Street
Linwood, KS 66052

Allison, Amy


From: Leavenworth County Humane Society Inc. <lvncohs@live.com>
Sent: Wednesday, January 8, 2025 5:32 PM
To: Jacobson, John; Allison, Amy; Brown, Misty
Cc: flymtp@yahoo.com; boccc; herringsurveying@outlook.com; Midge Grinstead; contact.proservelegal@gmail.com
Subject: RJ Ranch SUP Application (Cantrell Road)
Importance: High

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.

This facebook page shows what I believe to be evidence of illegal activity occurring at the property being considered tonight for a SUP.

I highly encourage that this application NOT be recommended for approval.

<https://www.facebook.com/ranchoElJerezanos/>



[RJ Ranch -Rancho El Jerezano - Facebook](#)
RJ Ranch -Rancho El Jerezano. 784 likes. Sports & recreation
www.facebook.com

A. Case DEV-24-125 Special Use Permit RJ Farm
Consideration of a Special Use Permit request for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events on the following described property: Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas. Also known as 00000 Cantrell Road PID: 222-09-0-00-00-002.07 ***Public Hearing Required*** ***Public Comment limited to three minutes per person***

Crystal Swann Blackdeer
Executive Director
Leavenworth County Humane Society, Inc.
100 W Gilman Road, Lansing, KS 66043
Web: www.LCHSInc.org 913-250-0506

TO: Leavenworth Board of County Commissioners

FROM: Sheriff A. Dedeke

DATE: February 4, 2025

RE: DEV-24-125

As this body gathers to deliberate the application for a Special Use Permit submitted on behalf of Aurelio Haro and identified in case DEV-24-125, I wish to share several concerns held by the Leavenworth County Sheriff's Office.

RJ Farm, commonly referred to as Haro Rodeo, has operated at its current location for many years and without the benefit of a permit. The frequent gatherings have proven to be a nuisance to many residents in the immediate area, with most complaints pertaining to loud music and traffic. As a rural resident myself, I can recognize how these disruptions intrude upon the solitude of rural life which was sought by these neighbors. Mr. Haro does not reside at the rodeo property, which I believe makes the act of introducing this event into a peaceful setting all the more extreme.

As there does not currently exist any Leavenworth County Resolution governing noise levels, my office is left with few options to address these complaints. Absent a resolution, there is no offense to bring before a codes court. If the noise is egregious and voluntary compliance cannot be achieved, we may be able to escalate through criminal court provided prosecutors deem the violation worthy.

Additionally, we have responded to complaints wherein upon their arrival, deputies have been unable to locate responsible parties while other attendees have scattered into the adjacent tree line.

Lastly, and most recently, my office has received information that activities at this rodeo inflict harm or duress on animals which potentially leads to injury or death. The conduct as described is not currently actionable but would equate to the criminal offense of Cruelty to Animals, a felony in the State of Kansas. I stress this information is unconfirmed, however it does necessitate a more deliberate review of the allegations.

It is not our intent to label Mr. Haro and his associates as offenders, however these accusations are serious and require follow-up. To accomplish this, law enforcement must be allowed unfettered access to these events to view the manner in which these animals are treated and cared for.

I caution against the approval of case DEV-24-125 as presented. Up to fifteen events during a year will result in multiple events during months associated with agreeable weather. This will adversely generate additional calls for service for nuisance and potentially criminal complaints. In review of these concerns and in fairness to all parties, I suggest significantly limiting the number of events covered under the permit with the provision properly identified law enforcement be allowed access to the premises any time an event is open to the public for the purpose to review the care and treatment of any animal utilized during the rodeo.

Allison, Amy

From: Jacobson, John
Sent: Monday, February 10, 2025 3:55 PM
To: Allison, Amy
Subject: FW: Charreada rodeo permit

From: Leavenworth County Humane Society Inc. <lvncohs@live.com>
Sent: Monday, February 10, 2025 3:27 PM
To: msmith@leavenworthcounty.gov; Reid, Vanessa <VReid@leavenworthcounty.gov>; Stieben, Mike <MStieben@leavenworthcounty.gov>; jculbertson@leavenworthcounty.gov; Dove, Willie <WDove@leavenworthcounty.gov>
Cc: Jacobson, John <JJacobson@leavenworthcounty.gov>; Brown, Misty <MBrown@leavenworthcounty.gov>; jrichmeier@cherryroad.com
Subject: Fw: Charreada rodeo permit

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.

Midge Grinstead is the State Director for Kansas, Humane Society of the U.S.

From: Midge Grinstead <mgrinstead@humanesociety.org>
Sent: Monday, February 10, 2025 11:51 AM
To: countyattorney@leavenworthcounty.gov <countyattorney@leavenworthcounty.gov>; info@lvsheriff.org <info@lvsheriff.org>
Cc: Leavenworth County Humane Society Inc. <lvncohs@live.com>; Glen Berry <JBerry@leavenworthcounty.gov>
Subject: Charreada rodeo permit

Hello Mr. Thompson and Sheriff:

I am writing to you about the possible permitting of the Haro property for rodeos that include possible horse tripping and bull tailing. While these events might be acceptable outside of the United States, they certainly are not allowed in Kansas.

Horse tripping is specifically noted as being illegal in our state's animal cruelty statute. Since bull tailing often de-gloves a bulls tail, it would be considered animal cruelty as well. Our statute has a clause that says an owner, keeper, harbinger will do anything necessary for the care and well-being of the animal. There is no exception for these type of events and they are not recognized by the Professional Rodeo Association. This is not about culture, it's about animal cruelty.

As with other illegal animal cruelty sports, like cock fighting and dog fighting, there is often illegal betting, selling alcohol or the selling/distribution of drugs. In speaking with neighbors, animal control and the sheriff's department, there have been numerous complaints for years about this property. If the county intends to allow the Charreada, then I would suggest having an officer present at all times, with the expense paid by the owner of the property and have in writing, that bull tailing and horse tripping and any other type of animal cruelty will not be tolerated and the person(s) responsible will be punished accordingly.

I am happy to speak with you further about this matter. Please feel free to contact me if you have any questions.

Thank you.

Midge Grinstead

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RANCHO EL JEREZANO: 22000 CANTRELL RD LINWOOD KS 66052

Leavenworth County Commission Meeting
February 12, 2025, 9:00 AM

SPECIAL USE PERMIT RJ RANCH

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What is Charrería in Guadalajara?

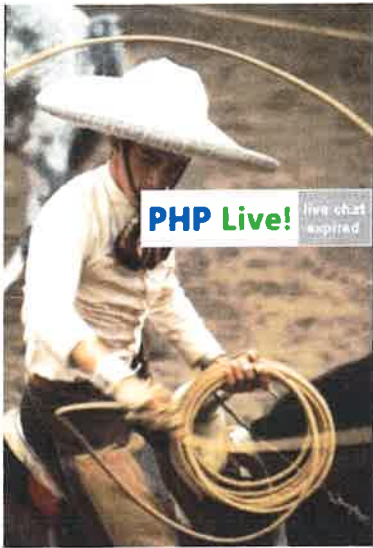


[Mexican Rodeo Tour](#)

A **charreada** is a **Mexican rodeo**, and in Jalisco it is very popular a real recognized sport with strict rules and lots of competitions. In some ways it is Mexican for NASCAR. Both men and women compete, wearing colorful Mexican cowboy costumes trimmed in silver studs. The horsemen show off their lasso ability and make their mounts dance to a live Mariachi band, while vendors go through the stands selling drinks and snacks.

The peculiar figure of Mexican charro is a symbol of our nationality. From one perspective, historical figure of the Mexican charro, dating back to colonial times, when the estates of mixed farming economy, known as estancias or ranches originated. However, the first contact of the indigenous people of America with the horse as transportation employee, dates back to the time of the conquest.

Throughout the colonial period and at the time of Independence, abounded important events in our history in which the man on horseback played a vital role in both fights, and in the maintenance of peace and thanks their exploits charros consolidated figure.



The charra party starts with the general parade participants and charros Adelitas Skirmish some who walk on their steeds the ring and render honors to the Mexican flag. Then it happens, according to the established order, the different fates.

Charrería in Guadalajara Mexico

Charrería competitions are held in Guadalajara every Sunday in different locations, competitions lasts approximately two hours. During the Mariachi Festival, the Mexican National Charro Championship will be held September the first weekend in September.

A *charreada* is held within a marked-off area of an arena consisting of a lane 12 meters (13 yards) wide by 60 meters (66 yards) long leading into a circle 40 meters (44 yards) in diameter.

The participants must wear traditional *charro* clothing while performing.

Preceding the events is an opening ceremony in which the organizations and participants parade into the arena on horseback, usually accompanied by a mariachi band playing.

The *charreada* itself consists of a number of scoring events staged in a particular order—nine for the men and one for the women. Two or more teams, called *asociaciones*, compete against each other. Teams can compete to become state, regional, and national champions. The competitors are judged by both style and execution. Unlike rodeos, most *charreadas* do not award money to the winners. This is due to the fact that *charreadas* are considered an amateur sport, not professional. Under Mexican laws it would be illegal to receive a monetary reward for participating in a *charreada*. At times there are such prizes as saddles or horse trailers.

Charrería

Men's events

Cala de Caballo (Test of the horse); The charro puts his horse through various commands to demonstrate his ability and the horse's training. Controlled slide, left and right half, full, and triple turns, dismount and mount, and reverse walk are performed.

● ***Piales en Lienzo*** (Roping of the feet); a horseman must throw a lariat, let a wild mare run through the loop catching it by the hind legs. Three opportunities are given. Points are awarded for distance needed to stop the mare. This is done in the rectangular portion of the arena;

● ***Colas en el Lienzo, or Coleadero*** (Arena bull tailing) similar to bull dogging except that the rider does not dismount; the charro rides alongside the left side of the bull, wraps its tail around his right leg, and tries to cause the bull fall and roll as he rides past it. Points are given for technique, time, and roll of the bull.

● ***Jinete de Toro*** similar to the rodeo event. Bulls are smaller, between 990 and 1320 pounds, and are ridden until they stop bucking. Two hands can be used on the bullrope. Points are given for technique. The charro cannot fall off, he must dismount and land upright. After the charro dismounts the bull he must remove the bullrope and bellrope so the Terna en el Ruedo can follow.

● ***Terna en el Ruedo*** (Team of three); a team roping event in which three charros attempt to rope a bull - one by its neck, one by its hind legs, and the last then ties its feet together. They have a maximum of 10 minutes. Points are awarded for rope tricks and time.

● ***Jineteo de Yegua*** (Bareback on a wild mare); similar to bareback bronc riding. Yegua means mare. A wild mare is ridden with a bullrope. Two hands are used and the legs are held horizontally to the ground.

● ***Manganas a Pie*** (Roping on foot) a charro on foot (pie) has three opportunities to rope a wild mare by its front legs and cause it to fall and roll once. The wild mare is chased around the ring by three mounted charros. Points are awarded for time and rope tricks as long as the horse is roped and brought down. Extra points are given for the *tirón del ahorcado* (hanged pull) in which the rope is around the charro's neck and he uses his body to cause the mare to fall and roll. Points for all three attempts are cumulative. Eight minutes are given.

Manganas a Caballo

or (Roping from horseback); a charro on horseback has three opportunities to rope a wild mare by its front legs and cause it to fall and roll once. The wild mare is chased around the ring by three mounted charros. Points are awarded for time and rope tricks as long as the horse is roped and brought down. Points for all three attempts are cumulative. Eight minutes are given.

El Paso de la Muerte (The pass of death) a charro riding bareback, with reins, attempts to leap from his own horse to the bare back of a wild horse without reins and ride it until it stops bucking. The most dangerous part of this is if the charro performing the pass falls under three other mounted charros that are chasing the wild mare around the arena ring. This is done backwards at times for show.

Charrería in Guadalajara

Women's event

Escaramuza (Skirmish): Since the 1950's, this breath-taking event adds beauty and elegance to the Charreada. During this event a team of 8-12 women riding sidesaddle and dressed in colorful *Adelita* dresses perform a variety of precision riding techniques. Years of training by the rulebook make this event art, sport, and an extension of the culture that is Charrería. It is usually held between the *Coleadero* and the *Jineteo de Toro*.



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Horse tripping can fly under the radar

By Malinda Larkin

Published on September 28, 2016  This article is more than 3 years old

U.S. veterinarians should be vigilant of “charreadas,” or Mexican-style rodeos, that might be taking place near them and learn more about horse tripping—a charreada activity that Dr. Gerald Huff says “has no place in our society.”

Three of nine charreada events include the practice of horse tripping:

- “Piales en lienzo”: roping the hind limbs of a horse.
- “Manganas a pie”: roping the forelimbs of a horse while the charro, or roper, is on foot.
- “Manganas a caballo”: roping the forelimbs of a horse while the charro is on horseback.

Points are awarded for how quickly the charro can rope the horse, and it’s not uncommon for individual horses to be roped multiple times at an event. No data exist on the incidence of injuries to horses during charreadas, but Dr. Huff said during a presentation on the topic Aug. 5 at AVMA Convention 2016 in San Antonio that tripping and hard falls for horses can result in fractures and internal injuries and that dodging the rope can

also result in fractures as well as tendon and ligament injuries. Horse tripping could also cause extreme fatigue, severe rope burns, and lifetime fear of ropes, humans, and mounted riders.

Three years ago, Dr. Huff, an equine practitioner in Las Vegas, learned of a proposed moratorium on the Clark County, Nevada, ordinance against horse tripping, intended to clear the way for a permit to allow a charreada.

Without the permit, the planned roping events could not lawfully be conducted. Dr. Huff and others persuaded the commissioners to resist issuing the moratorium.

Horse tripping has been banned in 11 states. That means 39 states have no codes addressing the practice.

Dr. Huff says state and local jurisdictions are in dire need of support from organizations such as the United States Animal Health Association, the American Association of Equine Practitioners, and the AVMA. Both the AAEP and AVMA have statements against horse tripping. Dr. Huff says, however, "Work needs to be done still to make the position statements stronger, and I hope that will be the case in the near future."

Related JAVMA content:

[Horse tripping a new welfare concern](#) (June 1, 2014)



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Horse tripping a new welfare concern

By Malinda Larkin

Published on May 14, 2014

This article is more than 3 years old

The AVMA has come out against the practice of horse tripping, which involves roping the front or hind legs of a galloping horse while on foot or horseback, causing it to trip and fall for entertainment purposes.

The AVMA Executive Board approved a policy in April, recommended by the AVMA Animal Welfare Committee, that reads as follows:

AVMA POLICY

Horse Tripping

The AVMA opposes tripping, injuring or causing the death of horses, mules and donkeys for any entertainment purpose or during the training of such equids for any entertainment purpose.

Horse tripping, a long-standing tradition in Mexican-style rodeos ("charreadas"), has been on the Association's and the American Association of Equine Practitioners' radar the past few years after AVMA and AAEP members voiced their concerns about the practice.

The practice has been banned in 11 states, including Texas, California, New Mexico, and Arizona. However, attempts to circumvent animal cruelty regulations continue at county and local events, according to the AVMA Animal Welfare Committee. The three events during a charreada that include horse tripping are as follows:

- “Piales en lienzo”: roping the hind legs of a horse.
- “Manganas a pie”: roping the front legs of a horse while on foot.
- “Manganas a caballo”: roping the front legs of a horse while on horseback.

Points are awarded for how quickly the “charro,” or roper, can rope the horse.



A roper, or “charro,” ropes a horse during a Mexican-style rodeo called a “charreada.” Some of the events feature a practice that involves horse tripping, which the AVMA and other organizations consider inhumane.

Reported horse injuries include lacerations, dislocated joints, fractured bones, and teeth, neck, and shoulder injuries. Additional concerns that have been expressed are that the horses used for these rodeos are underfed, overused, and repeatedly roped until lame, sometimes with rope burns down to the bone.

The Professional Rodeo Cowboys Association and the National Professional Rodeo Association have prohibited the intentional tripping of horses at their sanctioned events. The Charro Federation USA, which oversees larger charreadas, has penalties for charros who trip horses.

An AAEP contingent of Drs. Jeff Blea, president, and Jerry B. Black, Tom Lenz, and Doug G. Corey attended a charreada put on by the Charro Federation USA this past fall in Pico Rivera, Calif. Dr. Blea said he was impressed with their horsemanship and care for horses, but added, “But I’m not naive. I’m sure

some of this horse tripping that's alleged does go on in smaller, unsanctioned events by associations not as well organized and attuned to welfare" as the Charro Federation USA.

In February, the AAEP board of directors approved a new position on the use of equids in entertainment that included the AAEP's opposition to horse tripping.

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Resources

Position On Equids Used In Competition, Entertainment, Shows And For Exhibition



American Association of Equine Practitioners

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Position on Equids Used in Competition, Entertainment, Shows and for Exhibition

- Search (<https://aaep.org/membership/my-membership/member-directory/>)
- Find a DVM (<https://aaep.org/guidelines-resources/>)
- Guidelines & Resources (<https://aaep.org/guidelines-resources/>)
- Guidelines & Resources (<https://aaep.org/guidelines-resources/>)
- Events & Education (<https://aaep.org/events-education/>)
- News & Publications (<https://aaep.org/news-publications/>)

The American Association of Equine Practitioners (AAEP) supports the humane and ethical use of equids in spectator events, competitions, exhibitions, and entertainment in accordance with existing federal, state and local animal protection laws. Examples include but are not limited to racing, horse shows, polo, rodeo, and audiovisual media such as movies and television. The AAEP encourages all organizations and individuals involved in such events to develop and abide by stringent standardized rules, policies and procedures that ensure equids shall at all times be treated humanely and with dignity, respect and compassion. This should also include proper housing, transportation, nutrition, restraint, management oversight and veterinary care before, during and after use.

The AAEP opposes tripping, injuring or causing the death of horses, mules and donkeys for any entertainment purpose or during the training of such equids for any entertainment purpose and recommends that all equine welfare guidelines or standards be adhered to. Similarly, the AAEP encourages all strategies or practices which prevent avoidable injury and distress.

The AAEP encourages quality, standardized drug testing to ensure equity, fairness and the appropriate use of therapeutic medications.

Certain events involving equids are prohibited in some jurisdictions. The organizers of any kind of competition, spectator event, show, exhibition, motion picture or television production should contact the local and state authorities prior to scheduling such an event to be sure they are acting in accordance with local laws and regulations.

Revised by AAEP board of directors in 2023.

Related Resources

Position on Microchips for the Identification of Equids (<https://aaep.org/resource/position-on-microchips-for-the-identification-of-equids/>)

The AAEP supports the implantation of radiofrequency

Position on Veterinary Management of Broodmares (<https://aaep.org/resource/veterinary-management-of-broodmares/>)

It is the opinion of the AAEP that certain diagnostic and therapeutic...

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Position Statements

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Horses

Performance Horses

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ANIMALS ARE
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entertainment, or abuse in
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Charreada: Bone-Breaking Cruelty

Every year throughout Mexico and the American Southwest, horses and cows are injured or killed during *charreadas* or *charrerias* (Mexican rodeos). The charreada has followed much the same historical track as the American rodeo: Once a contest among *charros* (horse riders) to show off riding and roping skills on horses, bulls, and calves, the charreada has degenerated into what is essentially a series of bullying circus acts showcasing “skills” that no rancher would ever use.

Torturous Spectacle

The typical charreada features a number of events. The “pass of death” involves leaping from the back of one horse onto the back of a wild horse and riding until the animal becomes exhausted from trying to buck the person off.¹ “Roman riding,” calls for a charro to straddle two horses while driving two more horses in front of them.² During the *terna en el ruedo*, riders must rope a bull as quickly as possible; one rider ropes the animal by the neck and two others by the hind legs, “then both charros pull the bull in opposite directions

until the bull is stretched out on the ground.”³

A few municipalities and the state of Nebraska banned one charreada event called *coleadero* or “steer-tailing.”⁴ A charro on horseback pursues a steer, grabs the animal’s tail, wraps it around his boot and stirrup, then veers off, slamming the steer to the ground.⁵ When the sheriff’s office in Jefferson County, Colorado, was alerted to possible cruelty-to-animals offenses following steer-tailing at a charreada, officials investigated and found cattle that suffered from flesh being ripped away from their tails, while others had broken bones and had to be euthanized. The charreada promoter was issued a summons for failing to provide veterinary care.⁶

“Horse-tripping” is the focus of two events: the *manganas* and the *piales*, both in which horses are roped by their legs and yanked to the ground.⁷ Veterinarian Steve White, who witnessed a Nebraska charreada, told the Omaha City Council that horse-tripping can cause rope burns, dislocations, torn muscles, and broken legs. “Tradition should never take precedence over the welfare of animals,” he said.⁸ Horse-tripping has been banned in nearly a dozen states, including Arizona, California, New Mexico and Texas.⁹

What You Can Do

Charreadas and rodeos are argued to be culturally significant, but one survey found that only 1% of Mexicans who attended a traditional festivity, attended a charreada.¹⁰ Forcing animals to perform dangerous stunts for human amusement is a form of speciesism,

⁹Malinda Larkin, "Horse Tripping Can Fly Under the Radar," *JAVMA News*, 28 Sept. 2016.

¹⁰"Encuesta Nacional de Hábitos, Prácticas y Consumo Culturales," *Conaculta*, Agosto, 2010.

¹¹Elizabeth Chou, "Cattle Prods, Other Rodeo Implements Could Be Banned Under Motion in LA City Council," *Los Angeles Daily News*, 22 Feb. 2021.

URGENT ALERTS

the belief that humans are superior to other animals. Your voice can help bring about positive change for the horses and cattle forced to perform at these outdated, barbaric events.

If you live in a city where charreadas and rodeos take place, please ask your legislative representatives to follow the lead of cities like Pittsburgh, Pennsylvania; Ft. Wayne, Indiana; St. Petersburg, Florida; and several cities in California, which have banned painful rodeo tools like sharpened spurs, electronic prods, and wire tie-downs.¹¹ If you plan to visit the American Southwest or Mexico, tell your travel agent that you oppose cruelty to animals and refuse to attend a charreada.

References

¹International Arts and Artists, "Arte en la Charrería," National Cowboy Museum, accessed 26 Sept. 2021.

²Angelica Casas, "A Family Tradition," *San Antonio Express-News*, 12 Sept. 2012.

³Julia Hambric *et al.*, *Charreada: Mexican Rodeo in Texas*. Texas: University of North Texas Press: 2002.

⁴Patricia Leigh Brown, "Rough Events at Mexican Rodeos in U.S. Criticized," *The New York Times*, 12 Jun 2008.

⁵*Ibid.*

⁶Yesenia Robles, "Mexican Rodeo Cancels "Steer-tailing" Event at Jeffco Fairgrounds," *The Denver Post*, 6 Aug. 2010.

⁷Hambric.

⁸Karen Sloan and Andrew J. Nelson, "Omaha May Ban Steer Tailing, Horse Tripping" Associated Press, 12 Dec. 2007.

ATTACHMENT 2

Animal Cruelty – Kansas State Statute

21-6412. Cruelty to animals. (a) Cruelty to animals is:

- (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
- (2) knowingly abandoning any animal in any place without making provisions for its proper care;
- (3) having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
- (4) intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
- (5) knowingly but not maliciously killing or injuring any animal; or
- (6) knowingly and maliciously administering any poison to any domestic animal.

(b) Cruelty to animals as defined in:

(1) Subsection (a)(1) or (a)(6) is a nonperson felony. Upon conviction of subsection (a)(1) or (a)(6), a person shall be sentenced to not less than 30 days or more than one year's imprisonment and be fined not less than \$500 nor more than \$5,000. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. During the mandatory 30 days imprisonment, such offender shall have a psychological evaluation prepared for the court to assist the court in determining conditions of probation. Such conditions shall include, but not be limited to, the completion of an anger management program; and



(2) subsection (a)(2), (a)(3), (a)(4) or (a)(5) is a:

(A) Class A nonperson misdemeanor, except as provided in subsection (b)(2)(B); and

(B) nonperson felony upon the second or subsequent conviction of cruelty to animals as defined in subsection (a)(2), (a)(3), (a)(4) or (a)(5). Upon such conviction, a person shall be sentenced to not less than five days or more than one year's imprisonment and be fined not less than \$500 nor more than \$2,500. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein.

(c) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) bona fide experiments carried on by commonly recognized research facilities;
- (3) killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;

 (4) rodeo practices accepted by the rodeo cowboys' association; 

(5) the humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) with respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) the killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;

(8) an animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) laying an equine down for medical or identification purposes;

(10) normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or

(11) accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(d) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(e) Any public health officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the board of county commissioners in the county where the animal was taken into custody shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if

the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The board of county commissioners in the county where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.

(f) The owner or custodian of an animal placed for adoption or killed pursuant to subsection (e) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.

(g) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (e), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.

(h) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(i) As used in this section:

(1) "Equine" means a horse, pony, mule, jenny, donkey or hinny; and

(2) "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.


ATTACHMENT 3

The Professional Rodeo Cowboys Association (PRCA)

Source: www.prorodeo.com


LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.



- A veterinarian must be on-site at all PRCA-sanctioned rodeos.

- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.



- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.

- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

NEWS

Coleadero Rodeo skips steer-tailing event that ripped tails off cattle, but what about next time?

The July 18 edition of the Coleadero Rodeo at the Jefferson County Fairgrounds was lethal: two cattle had to be put down and nine were injured – including seven that were "de-gloved" (their tails were torn off) in an event known as steer-tailing. The rodeo happened as scheduled on August...

By Michael Roberts August 10, 2010

The **July 18 edition of the Coleadero Rodeo** at the Jefferson County Fairgrounds was lethal: two cattle had to be put down and nine were injured -- including seven that were "de-gloved" (their tails were torn off) in an event known as steer-tailing.

The rodeo happened as scheduled on August 8, despite **objections from PETA and a Jeffco commissioner** -- and steer tailing didn't take place. But there's no guarantee it won't return.

According to Jacki Kelley, spokeswoman for the Jefferson County Sheriff's Office, David Martinez, who co-promotes Coleadero with his father Miguel, "decided early Friday afternoon to stop his plan for steer-tailing on Sunday."

Kelley's not sure "what compelled them to make him to make this good decision." Perhaps it was the fact that both Martinezes face misdemeanor animal cruelty charges in relation to the July 18 rodeo. Or maybe it was "the phone calls and e-mails he'd been receiving from citizens who were very displeased with this event. And I know this was happening, because he shared that with us."

In addition, the sheriff's office "got e-mails and phone calls from people across the country, too. They were very supportive of the sheriff's decision to try to stop this event, and for charging them for the previous event."

The JCSO planned a major show of force at the Sunday event. The younger Martinez "knew we would enforce the law and shut down the event if it was causing harm to animals," Kelley notes. "We shared our intentions with him."

After he blinked, Kelley says her office scaled back its response. The event was slated to get underway at noon, and while it didn't actually start until a couple of hours later, sheriff's personnel could tell that Martinez had kept his no-steer-tailing pledge. "They didn't even have cattle on site," she points out. "They had bulls and broncos, and that looked like the direction he was going to go." This was subsequently confirmed during the rodeo itself by Jeffco deputies, supplemented by staffers from the county's animal control division and representatives from the Department of Agriculture.

But while Kelly is pleased that steer tailing didn't take place this weekend, she says Coleadero has three more rodeos slated for the Jefferson County Fairgrounds -- two in September, one in October. And thus far, the Martinezes haven't pledged to omit this feature from those exhibitions.

"We believe their original intention was to have steer tailing at those events. So this week, we plan to have additional conversations with them to see what their plans are now," Kelley says. "Our hope is obviously that they've decided to pull this event from any rodeo that takes place in our county. But if they choose to bring it back, we'll be there."

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MICHAEL ROBERTS began his career with *Westword* in 1990 as music editor. In 1999, he took on a new role, full-time media reporter, as author of a column called The Message. In 2008, he became the lead writer for *Westword's* news blog, The Latest Word, a position he held until January 2023. Michael continues to freelance for *Westword*, covering everything from business to sports and the media; he also contributes to *Jazziz*, a national music

A message from Michael Roberts: If you value independent journalism, please consider making a contribution to support our continued coverage of essential stories and to investigate issues that matter.

HARO RODEO COMPLIANCE / WORKING STATUS SUMMARY NOTES

Compliance Check Purpose:

To review historical and current allegations of illegal rodeo, concert, and alcohol sales activities at 22000 Cantreall Rd Linwood Kansas 66052.

Owner: HARO, AURELIO & BROCKENBERRY, NORMA
Site Address: 00000 CANTRELL RD, Linwood, KS 66052
Mailing Address: 17564 W 158TH TER, OLATHE, KS 66062

Key Findings:

- **Rodeo:** Rodeo is not in compliance with Kansas State Statute 21-6412. (Cruelty to animals). Evidence suggests the practice of bull tail dragging occurred at the rodeo. The practice of bull tail dragging constitutes animal cruelty and causes significant harm to the animals involved. Subject, along with his associates have advertised these events as public events for years in conflict with his statement to the County Commissioners that this is a family and friends event.

The rodeo arena/concert stage location is only approximately 72 feet to the West property line and 98 feet to the East property line of the subject.

- **Concerts:** Based on historical video audio and lights are not in compliance. The concert organizer has previously operated without a required permit.
- **Alcohol Sales:** Event and subject do not appear to be in compliance based on historical evidence found.

Evidence:

- **Rodeo:** Video, Still Photos, and review of State Statute and regulations support that the rodeo activities may be in violation of Animal Abuse Statutes. (Please See Attachment 7). Bull Tail Dragging and Horse Tripping do not comply with Professional Rodeo Association Guidelines and appears to be in violation of Kansas Animal Abuse Statute.
- **Concerts:** Noise and lights emitted appear to be in excess of accepted standards, and the stage sound and lighting system is excessive and can be seen and heard from over a quarter of a mile away at excessive levels.
- **Alcohol Sales:** Review of advertising materials stating that no outside beverages may be brought in and all beverages will be sold on site contradicts the subjects statements to Leavenworth Commissioners that his "family event" is a BYOB which appears to be in violation of Kansas Statutes regarding both the sale of Alcohol and Consumption of Alcohol.

Recommendations:

- **Rodeo:** Prepare package for the prosecutor, Sheriff's Office, and present to Kansas Dept of Ag, USDA, Peta
- **Concerts:** Prepare package for County Commissioners, Sheriff Prosecutors office and possible request for injunction
- **Alcohol Sales:** Prepare package for Prosecutor, Sheriff's office, County Commissioners, and Kansas bureau of Alcohol
- Upon completion and after presentation to appropriate agencies seek legal representation for possible civil suit
-
- **Conclusion:**

- **RODEO:** The practice of Bull/Steer tail dragging is unacceptable and do not comply with Professional Rodeo Association Guidelines in violation of Kansas Animal Abuse Statute and must be stopped. Further investigation is necessary to determine the full extent of animal cruelty at the rodeo and to hold those responsible accountable.
-
- These events can cause extreme pain and injury to the animals, including:
- **Physical injuries:** Broken tails, spinal injuries, and internal bleeding.
- **Psychological trauma:** Severe stress and fear.
- **Alcohol Sales:** The absence of an alcohol sales permit for the concert represents a significant violation of local regulations. Further investigation and enforcement actions are necessary to prevent similar occurrences in the future

SPECIAL USE PERMIT

For

**THE UNINCORPORATED AREA OF
LEAVENWORTH COUNTY, KANSAS**

**A PRE-APPLICATION CONFERENCE IS REQUIRED
PRIOR TO SUBMITTAL OF ANY APPLICATION**

HEARING BEFORE PLANNING COMMISSION: The submittal of a complete application will be received and processed by Planning Staff. The earliest possible hearing before the Planning Commission is dependent on when the application is received. The deadline for each meeting is found on the Planning Commission Schedule and Submittal Deadline document. A complete application is not a guarantee that your case will be heard at the earliest possible Planning Commission meeting.

ALL APPLICATION FEES ARE NON-REFUNDABLE

For more information contact:
Leavenworth County Department of Planning and Zoning
300 Walnut St., Suite 212
County Courthouse
Leavenworth, Kansas 66048
pz@leavenworthcounty.gov
913-684-0465

Narrative Guide

Written Narrative Requirements: A written narrative description of the proposed use must be submitted that addresses:

- The reasons that appear to make the site in question appropriate for the proposed use.
- Any reasons that the proposed use could cause conflict with other parcels surrounding the site in question.
- The steps to be taken to cause the use to be compatible with other parcels near the site in question.
- The hours of operation, traffic routes and expected traffic volumes, staffing levels, methods of operation, and off-street parking.
- The number of parking spaces available on the property and the reasoning behind the number provided.
- The number of months/years for which the permit is requested and whether the character of the use would tend to be seasonal or vary during the duration of the permit.
- The extent to which the use could cause pollution.
- Any other such reasonable information about the proposed use that would be necessary or helpful for the impact of the proposed use to be fully evaluated and considered.

The Planning and Zoning Staff will use the narrative to analyze the impacts of the proposed use on streets and traffic, the natural environment, neighborhood, utilities, emergency services, and the surrounding community, with consideration given to the County's Comprehensive Plan and Regulations.

The narrative is a written description of what you will be doing. The narrative will be used in the analysis of your Special Use Permit. Be descriptive and detailed. Include everything that has to do with your proposed use or business. Below is a guide to assist you in writing your narrative. Remember to include all pertinent information pertaining to the requested application. Below is a list of key points that need to be included in your narrative (this is not an all-inclusive list). Remember to include future plans during the duration of the SUP term.

- Current-use
- Proposed Use
- Hours of Operation
- Employees
 - How many (include future employees)
 - Are any family members
- Signs (Include future desired signs)
 - Size
 - Design (Electrical/digital)
 - Where will they be placed?
- Chemicals Used
 - Types
 - Storage
 - Disposal
- Lubricants/Oils/Fluids
 - Storage
 - Disposal
- Sewage Disposal
 - Will your proposal create more sewage?
- Water Supply
 - Any additional water needed
- Noise/sound caused by the use
- Odors or fumes
- Accessory building used or to be constructed
- Outdoor displays/advertising
- Equipment
 - Parking
 - Storage
 - Maintenance
- Alcohol Service
- Dust Control
- Emergency/Safety
 - Contact numbers
 - Shelter
 - Weather radio
 - Evacuation plan
 - Fire extinguishers
- Outdoor Storage
 - Fenced/Screened
- Security Lighting
- Parking
 - Is there enough space for parking?
 - Will parking be needed?
- Will this be in the existing home?
- Traffic
 - Number of employees driving to the site per day.
 - Number of deliveries of products / materials to the site per week.
 - Number of trips from the site to deliver products / materials.

ATTACHMENT 1

GRAN JARIPEO BAILE
FUNDADO EN 1976

RANCHO EL JEREZANO

BANDA **EL PILAR**
Aventura

LA **EXCLUSIVA**
GRAN CONCURSO DE BAILE

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3-PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DÍA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DOL. / NIÑOS MENORES DE 12 AÑOS GRATIS

ticketon.com 1.800.668.8080 **TICKETON**

SABADO DE GLORIA

COLEADERO DE LUJO

CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
REPARTIENDO EL 70%
EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA DE JUDAS

HABRA CONCURSO DE CABALLOS BAILADORES

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

MAS INFORMACION:
913-548-3101 Y 785-917-1008

La Inigualable Banda **SANTA CRUZ**
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA, SOLO DE BOTE

Gran Coleadero Baile
Rancho El Jerezano SABADO
 Abra Charreada
 Con cinco equipos charros para
 Celebrar el Cinco de Mayo

6
MAYO

BANDA LA
Querendona

AMBIENTE 100% FAMILIAR

**Buen Ganado
 Polla De \$150
 Se Repartira
 70% A los 3
 Primeros
 Lugares**

Para Mas Información
 913-584-3101

Charreada
 Apartir de las
 10am

Y
**ELITE
 NORTENO**

Puedes Traer Tu
 Cerveza Solo En Bote

**22000 CANTREALL RD
 LINWOOD KS 66052**

**SABADO DE GLORIA
 COLEADERO DE LUJO**
 CON 80 TOROS DE LA GANADERIA LOS PARGAS

RANCHO EL JEREZANO
 22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200 **HABRA QUEMA
 DE JUDAS**

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

La Inigualable Banda
SANTA CRUZ
 De Eric Salas

PUEDES LLEVAR TU PROPIA BEBIDA
 SOLO DE BOTE

HABRA CONCURSO DE
 CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR

GRAN PREMIO
 ELITE NORTENO COLEADERO

MAS INFORMACION
 913-548-3101 Y 785-917-1008

Empresario
 desde las
 2:00 pm

EL RANCHO
 Rancho
 "El Jerezano"

23
 sabado
 OCTUBRE

**GRAN
 CABALGATA**
 y Tardenda
 Baile

COMIDA
 GRATIS
 HASTA QUE TOPE!!!

**ELITE
 NORTENO**

Acompañando de 5 a 9

No esperen!!!

CABALGATA
 DE 2 HORAS

22000 Cantrell RD
 Linwood KS 66052

1 (913) 548-3101

Rancho
 "El Jerezano"

**GRAN
 COLEADERO
 de Lujo**

MAS DE 50 TOROS
 DE GANADERIA
 LOS PARGAS

Celebrando
 Fiestas patrias

¡Habrà

GRAN TORNEO DE COLAS
CATEGORÍAS
AAA \$1000 DLLS
AA \$500 DLLS
A \$250 DLLS
 EVENTO 100% FAMILIAR
 Repartiendo 70% GANADO 100% Limpio
 AL TERMINO DEL TORNEO
GRAN COLEADERO Abierto
RANCHO EL AGAVE
 15722 W 117TH ST. N SEDOWICK., KS 67135
SÁBADO 25 DE MAYO 2024
 MAS INFORMACIÓN AL:
 316-553-2881 O AL 316-272-2988

COLEADERO BATALE
GRAN INAUGURACION
 Sábado 20 de ABRIL
POLLA \$150
 PARA SE REPARTIRA EL 70%
RANCHO AZTECA
CONQUISTADORA
AMBIENTE 100% FAMILIAR
COLEADERO ABIERTO MONTURA!
 LA REYNA DE KC PUEDEN LLEVAR HIELERA PERO NO BOTELLAS DE VIEJO ANTOJITOS MEXICANOS
 NIÑOS MENORES DE 12 AÑOS ENTRAN GRATIS
SE COBRARA POR HIELERA
 PARA EL QUE TIENEN PORN RECORDAROS DE BUEN LADO PUERTAS ABIERTAS A MEDIODIA
 MAG INFO: JOAN BAÑUELOS 913-280-1514 LINDA JARBE 913-246-1425
 24345 W. 383RD ST PAOLA KS 66071
 NO REEMBOLSA EL ALGEBRADO O ACCIDENTE DENTRO DE 15 MINUTOS

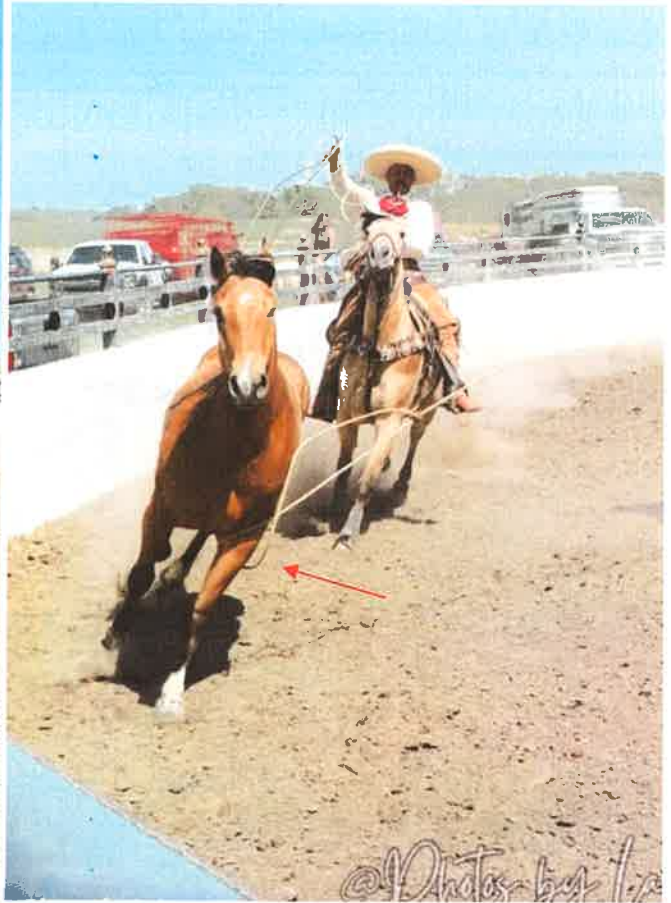
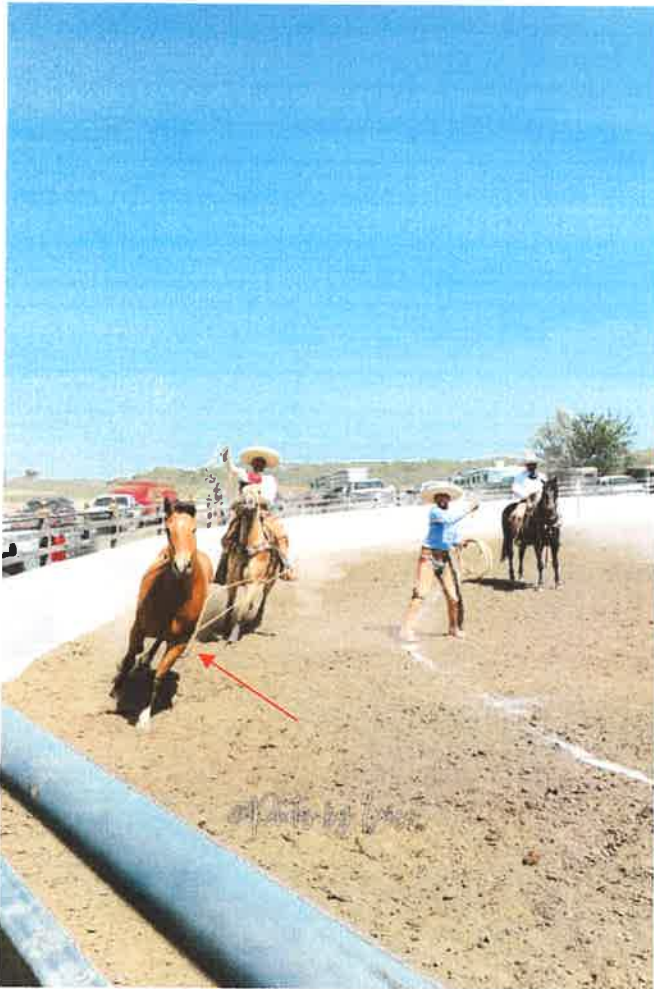
SABADO 17 AGOSTO 2024
SEXTA CHARREADA DEL CIRCUITO DE KANSAS
 11:00 AM HERENCIA CHARRA R300 SAN RAFAEL SAGRADO CORAZON
 2:00 PM HACIENDA DE KANSAS HACIENDA DEL RIO RANCHO EL DIAMANTE
 AL TERRITRIO DE LAS CHARREADAS
COLEADERO LIBRE Y POLLA DE \$150
 AMBIENTE 100% FAMILIAR | ANTOJITOS MEXICANOS | TARDEADA BAILE
 PUEDEN TRAER SOLO CERVEZA DE LATA Y HABRA UN COSTO POR HIELERA
LA PREMIOSISIMA
 HANITA PERIBARBERIEZ.ZAC.
 16619 LEMAPE RD. LINWOOD KS 66062

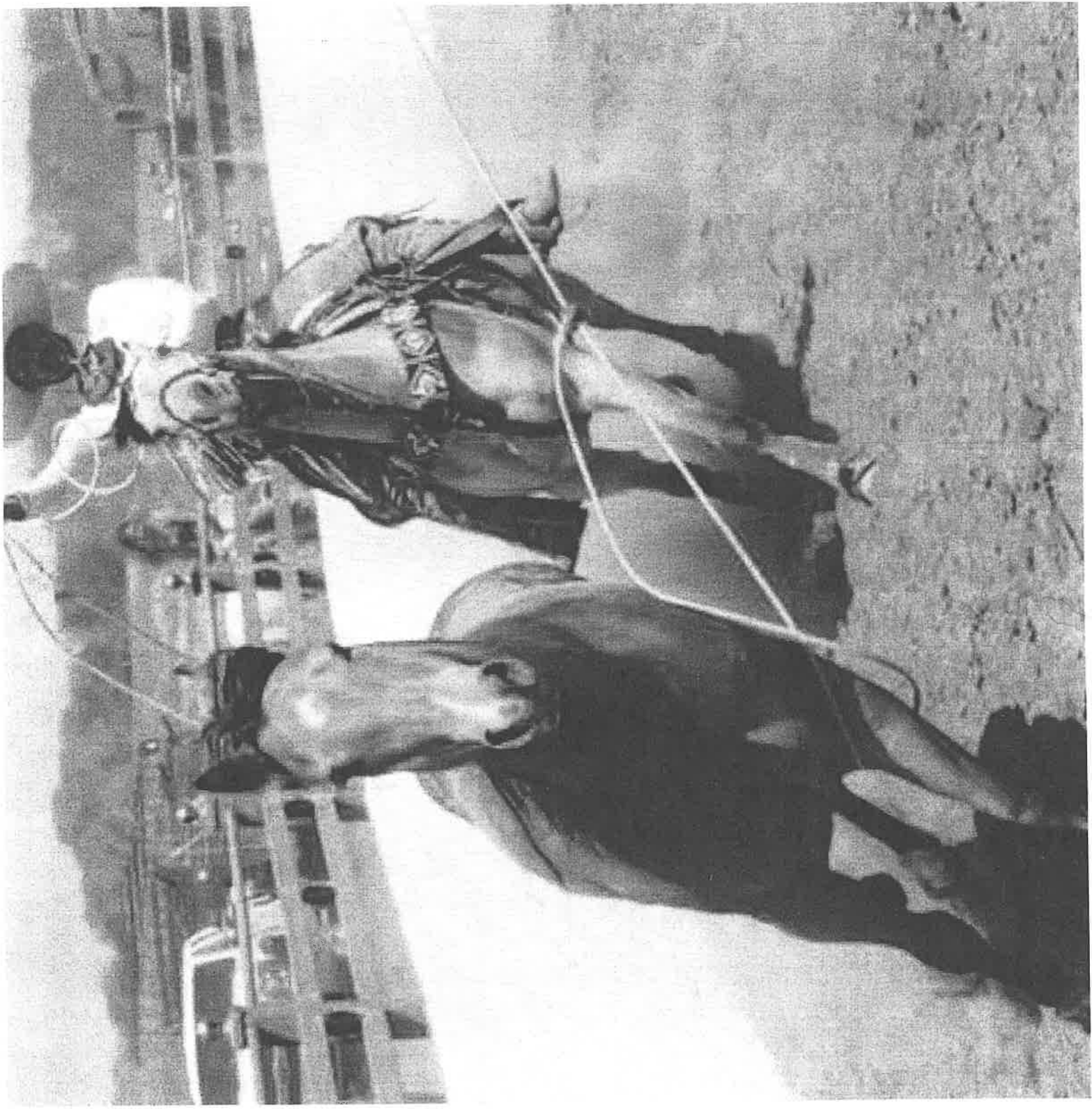
ATTACHMENT 4



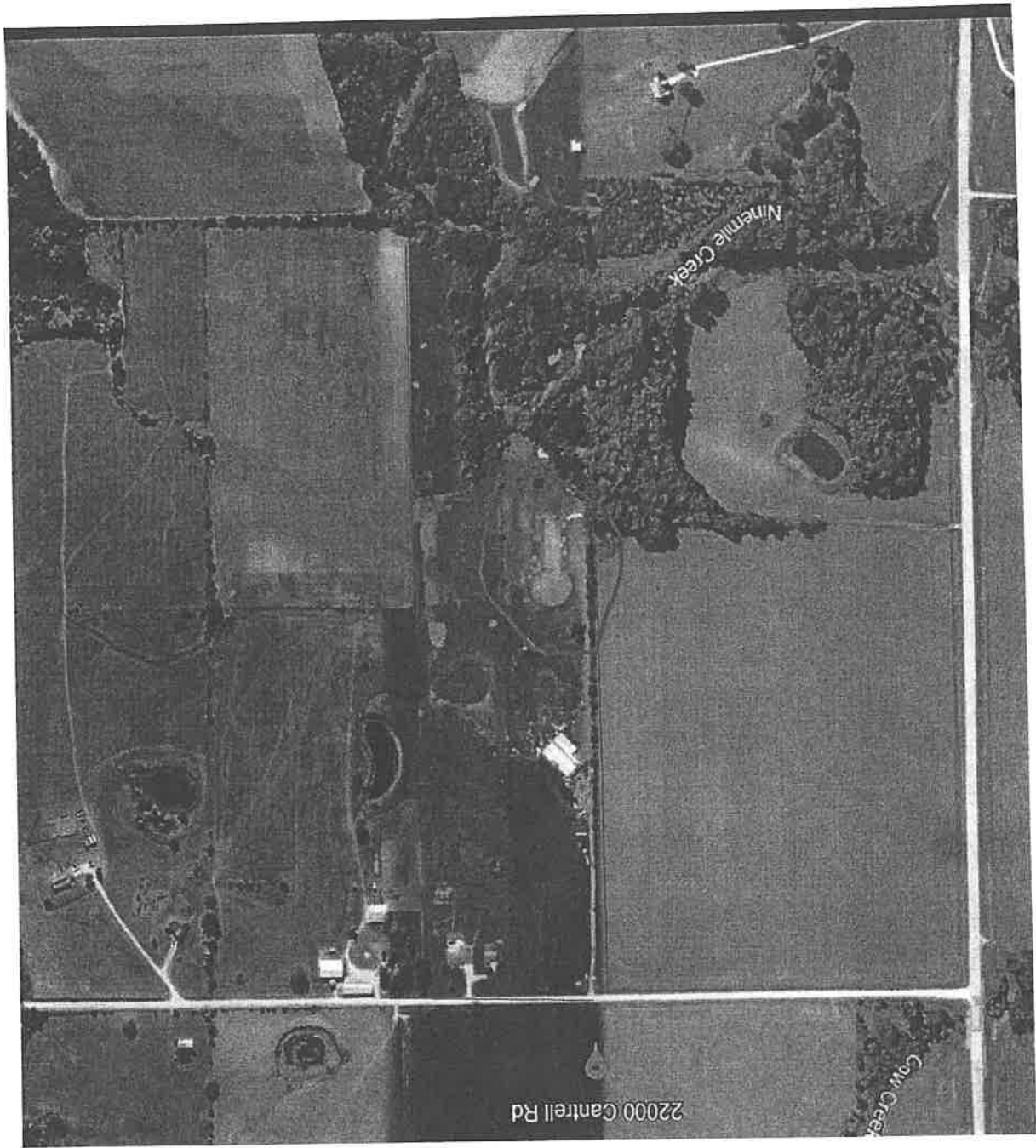
ATTACHMENT 4

Horae Tripping









<https://youtu.be/-KAaWA8i0Tw>

Bull Breaks Legs Rodeo

<https://youtu.be/2v7djzbcckE?si=FltYUgFPiMqNdKDI>

✓ Horse Tripping

https://youtu.be/0_-Pj8RPJFg?si=tIEyzEQQMv9C9Oyd

✓ Brazilian Tail Roping

✓ <https://youtu.be/dTml9mGq99g?si=-DX1VvDjyt7-VhWu>

Mexican Bull Tailing

Charreada Explained

The **charreada** (in Spanish; Castilian pronounced as /tʃaˈreaða/) or **charrería** (in Spanish; Castilian pronounced as /tʃareˈri.a/) is a competitive event similar to [rodeo](https://everything.explained.today/rodeo/) and was developed from [animal husbandry](https://everything.explained.today/animal_husbandry/) practices used on the [haciendas](https://everything.explained.today/haciendas/) of [old Mexico](https://everything.explained.today/New_Spain/). The sport has been described as «living history,» or as an art form drawn from the demands of working life.^[1] In 2016, charrería was inscribed in the [Representative List of the Intangible Cultural Heritage of Humanity](https://everything.explained.today/UNESCO/) by UNESCO.^[2]

Evolving from the traditions brought from Spain in the 16th century, the first charreadas were ranch work competitions between haciendas. The modern Charreada developed after the [Mexican Revolution](https://everything.explained.today/Mexican_Revolution/) when [charro](https://everything.explained.today/charro/) traditions were disappearing. The competing charros often came from families with a tradition of Charrería,^[3] and teams today are often made up from extended families who have been performing for up to five generations.

The *charreada* consists of nine events for men plus one for women, all of which involve horses, cattle or both. Some of the events in the charreada have been criticized by animal advocacy groups and some states have banned certain events.^[4] However, there is an absence of independent statistical data and unbiased recording of the injury rate of animals has not been undertaken.

History

Charrería, a word encompassing all aspects of the art, evolved from the traditions that came to Mexico from [Salamanca, Spain](https://everything.explained.today/Salamanca%2c_Spain/) in the 16th century. When the Spanish first settled in [Colonial Mexico](https://everything.explained.today/Colonial_Mexico/), they were under orders to raise horses, but not to allow [Native Americans](https://everything.explained.today/Indigenous_peoples_of_the_Americas/) to ride. However, by 1528 the Spanish had very large [cattle-raising estates](https://everything.explained.today/hacienda/) and found it necessary to employ indigenous people as [vaquero](https://everything.explained.today/vaquero/)s or herdsman, who soon became excellent horsemen. Smaller landholders, known as [rancheros](https://everything.explained.today/charro/) or ranchers, were the first genuine [charro](https://everything.explained.today/charro/)s and they are credited as the inventors of the charreada.^[5]

Prior to the [Mexican Revolution](https://everything.explained.today/Mexican_Revolution/), ranch work competitions were generally between haciendas. Before World War I, there was little difference between rodeo and charreada. Athletes from the United States, Mexico and Canada competed in all three countries. Subsequently, charreada was formalized as an amateur team sport and the international competitions ceased.^[6]

Following the breakup of the [hacienda](https://everything.explained.today/hacienda/)s by the [Mexican Revolution](https://everything.explained.today/Mexican_Revolution/), the [charros](https://everything.explained.today/charro/) saw their traditions slipping away. They met in 1921 and formed the *Asociación Nacional de Charros* to keep the *charrería* tradition alive. The advent of the Mexican cinema brought greater

popularity, especially musicals which combined *ranchera* (<https://everything.explained.today/ranchera/>)s with the *charro* image, akin to the Western and «singing cowboy» genres in the United States.^[7] (<https://everything.explained.today/Charreada/#Ref-7>)

Mexican Americans in the United States also held various *charreadas* during the same period, but in the 1970s, the *Federación Mexicana de Charrería* (https://everything.explained.today/Federaci%0c3%b3n_Mexicana_de_Charrer%0c3%adal)(FMCH) began assisting them in establishing official *charreadas* north of the border. They are now quite common. At times, US champion teams compete in the national competition of Mexico.

Performance

The participants in the *charreada* wear traditional *charro* clothing, including a closely fitted suit, *chaps* (<https://everything.explained.today/chaps/>), boots, and a wide brim *sombrero* (<https://everything.explained.today/sombrero/>). The body-fitting suit of the charro, while decorative, is also practical; it fits closely to insure there is no flapping cloth to be caught by the horns of steers. The *botinas*, or little boots, prevent feet from slipping through the stirrups. *Spur* (<https://everything.explained.today/Spur/>)s are worn on the botinas.^[8] (<https://everything.explained.today/Charreada/#Ref-8>)

The *saddle* (<https://everything.explained.today/saddle/>) of the charro has a wider horn than that of a *western saddle* (https://everything.explained.today/western_saddle/), which helps safeguard the charro from being pitched off and from being hung up. There are two grips at the back of the saddle, in case the charro needs to hold on because of a *buck* (<https://everything.explained.today/bucking/>) or some other unexpected act of the horse.^[8] (<https://everything.explained.today/Charreada/#Ref-8>)

A *charreada* is held within a marked-off area of an arena called a *Lienzo charro* (https://everything.explained.today/Lienzo_charro/) consisting of a lane wide by long leading into a circle in diameter.

In the opening ceremony, organizations and participants parade into the arena on horseback, usually accompanied by a *mariachi band* (https://everything.explained.today/mariachi_band/) playing *Marcha Zacatecas*. This signifies the long tradition of Charros being an auxiliary arm of the Mexican Army. The short charro jacket is reminiscent of that worn by members of *Villa's Army* (https://everything.explained.today/Pancho_Villa/).^[8] (<https://everything.explained.today/Charreada/#Ref-8>)

The *charreada* itself consists of nine scoring events staged in a particular order for men. Unlike rodeos, most *charreadas* do not award money to the winners as *charreadas* are considered an amateur, rather than professional sport. Prizes may take the form of trophies. Unlike American rodeo, events are not timed but judged and scored based on finesse and grace. *Charreada* historically enjoys greater prestige in Mexico than in the United States.

Until recently, the *charreada* was confined to men but a women's precision equestrian event called the *escaramuza* is now the tenth and final event in a *charreada*. The event involves women's teams dressed in a style reminiscent of the nineteenth century, participating in precisely choreographed patterns for horses.^[9] (<https://everything.explained.today/Charreada/#Ref-9>) The immediate antecedent of the present *Escaramuzas* were the *Adelitas* (https://everything.explained.today/La_Adelital/), or «women of the revolution.» Tradition holds that women on horseback were decoys during the *Mexican revolution* (https://everything.explained.today/Mexican_revolution/). The women would ride off to raise a cloud of dust so that the *Federales* (<https://everything.explained.today/Federales/>) were deceived into thinking an attack would come from that direction. The revolutionaries would then attack from the rear.^[10] (<https://everything.explained.today/Charreada/#Ref-10>)

The women in the *escaramuza* are mounted «a *mujeriegas*», that is, in an «*albarda*» or *sidesaddle* (<https://everything.explained.today/sidesaddle/>), that is peculiar in style to the *Charrería* but the underlying design has also evolved over hundreds of years in both Europe and North Africa. The traditional *albarda* for the *Escaramuza* is a cut down charro saddle, with a leather seat and leg braces, U-shaped for the right leg and C-shaped for the left leg.^[10] (<https://everything.explained.today/Charreada/#Ref-10>)

Events

The *charreada* itself consists of a number of scoring events staged in a particular order – nine for the men and one for the women. Two or more teams, called *asociaciones*, compete against each other. Teams can compete to become state, regional, and national champions. The competitors are judged by both style and execution.

Unlike rodeos, most *charreadas* do not award money to the winners as *charreadas* are considered an amateur sport, not professional. Under Mexican laws it would be illegal to receive a monetary reward for participating in a *charreada*. At times there are such prizes as saddles or horse trailers.

1. *Cala de Caballo* (Reining (<https://everything.explained.today/Reining/>)); Literally the demonstration of the horse rein, the horse is required to show its talents in the canter, gallop, slide stop, spins on its hind legs as well as backing. Is one of the hardest events to master and also the most elaborately scored, it is possible to score more negative points than positive ones.
2. *Piales en Lienzo* (Heeling); a horseman must throw a lariat (<https://everything.explained.today/lasso/>), let a horse run through the loop, catching it by the hind legs. Three opportunities are given. Points are awarded for distance needed to stop the mare. This is done in the rectangular portion of the arena;
3. *Colas en el Lienzo*, or *Coleadero* (Steer Tailing) similar to bull dogging (https://everything.explained.today/Steer_wrestling/) except that the rider does not dismount; the charro rides alongside the left side of the bull, wraps its tail around his right leg, and tries to bring the bull down in a roll as he rides past it. Points are given for technique, time, and roll of the bull.
4. *Jineteo de Toro* (Bull riding (https://everything.explained.today/Bull_riding/)) similar to the rodeo event. Bulls are smaller, between 990 and 1320 pounds, and are ridden until they stop bucking. Two hands can be used on the bullrope. Points are given for technique. The charro cannot fall off, he must dismount and land upright. After the charro dismounts the bull he must remove the bullrope and bellrope so the Terna en el Ruedo can follow. This event has its roots in an earlier form known as Jaripeo (<https://everything.explained.today/Jaripeo/>).
5. *Terna en el Ruedo* (Team Roping); a team roping event in which three charros attempt to rope a bull – one by its neck, one by its hind legs, and the last then ties its feet together. They have a maximum of 6 minutes. Points are awarded for rope tricks and time.
6. *Jineteo de Yegua* (Bareback on a wild mare); similar to Bareback bronc (https://everything.explained.today/Bareback_bronc/) riding. Yegua means mare (<https://everything.explained.today/mare/>). An untrained horse, often a mare, is ridden with a bullrope. Two hands are used and the legs are held horizontally to the ground.
7. *Manganas a Pie* (Forefooting) a charro on foot (pie) has three opportunities to rope a horse by its front legs and cause it to fall and roll once. The horse, usually a mare, is chased around the ring by three mounted charros or hazers. Points are awarded for time and rope tricks as long as the horse is roped and brought down. Extra points are given for the tirón del ahorcado (hanged pull) in which the rope is around the charro's neck, like a noose, and he uses his body to cause the mare to fall and roll. Points for all three attempts are cumulative. Eight minutes are given.
8. *Manganas a Caballo* or (Forefooting on Horseback); a charro on horseback has three opportunities to rope a horse by its front legs. In the USA, the horses are not rolled, they are released as soon as they are roped.^[11] (<https://everything.explained.today/Charreada/#Ref-11>). But elsewhere, the goal is to have the horse fall and roll once. The horse is chased around the ring by three mounted charros. Points are awarded for time and rope tricks as long as the horse is roped according to the national rules. Points for all three attempts are cumulative. Eight minutes are given.
9. *El Paso de la Muerte* (The pass of death) a charro riding bareback, with reins, attempts to leap from his own horse to the bare back (https://everything.explained.today/bareback_riding/) of a loose, unbroken horse without reins and ride it until it stops bucking. The most dangerous part of this is if the charro performing the pass falls under three other mounted charros that are chasing the loose horse round the arena ring. This is done backwards at times for show.
10. *Escaramuza* (English: «skirmish») is an event added in 1992 for teams of women who perform precision equestrian displays riding sidesaddle and garbed in *Adelita* dress. It is usually held between the *Coleadero* and the *Jineteo de Toro*.^[9] (<https://everything.explained.today/Charreada/#Ref-9>).

Animal welfare issues

Various aspects of charreada have been criticized by animal welfare (https://everything.explained.today/animal_welfare/) groups in the United States as being inhumane. While some animal rights (https://everything.explained.today/animal_rights/) organizations oppose many or all aspects of both charreada and American-style rodeo, other organizations do not oppose rodeos generally or the charreada events that are similar to those seen in US rodeo. However, they do oppose specific charreada events, particularly steer-tailing and those that involve roping horses, which are grouped under the term «horse-tripping.»

These organizations have particular criticism for *piales* and *mangana*, the heeling and two forefooting events that involve roping of horses.^[12] (<https://everything.explained.today/Charreada/#Ref-12>)^[13] (<https://everything.explained.today/Charreada/#Ref-13>)^[14] (<https://everything.explained.today/Charreada/#Ref-14>) where they claim that the horses used will often sustain injuries, including broken bones and teeth, dislocated joints, and lacerations.^[12] (<https://everything.explained.today/Charreada/#Ref-12>)

^[14] The distinction claimed between Manganas, or horse-tripping, and events that rope cattle, such as [calf roping](https://everything.explained.today/calf_roping/) (https://everything.explained.today/calf_roping/), is that the high center of gravity of a horse, the longer legs and faster speed of a horse creates greater potential for injury, whereas cattle are smaller, have a low center of gravity, are slower and have sturdier limbs. ^[12] (<https://everything.explained.today/Charreada/#Ref-12>). There are additional concerns that horses are underfed and overused, repeatedly roped until lame, with rope burns (https://everything.explained.today/Friction_burn/) down to the bone. ^[14] (<https://everything.explained.today/Charreada/#Ref-14>).

forefooting is not permitted in motion pictures monitored by the [American Humane Association](https://everything.explained.today/American_Humane_Association/) (https://everything.explained.today/American_Humane_Association/). ^[15] (<https://everything.explained.today/Charreada/#Ref-15>). The California-based Charros Federation USA states that it has voluntarily banned horse-tripping in mainstream charros for over 15 years. ^[16] (<https://everything.explained.today/Charreada/#Ref-16>). They also note, however, that the complete capture in mangana was not stopped due to a belief that there was an unreasonable danger to the horses used, but so teams from California would not be at a disadvantage when they competed in the United States, after a 1994 California law stopped the take down in mangana. Under the Federation rules, the complete capture is still permitted in Mexico. ^[17] (<https://everything.explained.today/Charreada/#Ref-17>).

Nine US states, ^[18] (<https://everything.explained.today/Charreada/#Ref-18>) including the southwestern border states of Texas, California, New Mexico and Arizona, have banned horse-tripping as a sport, although horses may still be roped and taken to the ground when required for veterinary care, identification and branding; or essentially, reasons other than entertainment. ^[19] (<https://everything.explained.today/Charreada/#Ref-19>). In 2011, the state legislatures of Oregon and Nevada considered but did not pass bills that would have stopped horse tripping, ^[20] (<https://everything.explained.today/Charreada/#Ref-20>) and, in Colorado, a bill intended to ban both horse-tripping and steer-tailing also failed. ^[16] (<https://everything.explained.today/Charreada/#Ref-16>).

There are also concerns about the steer tailing event, due to concerns that a steer can suffer injuries to his tail, but also his back and limbs as he rolls. ^[21] (<https://everything.explained.today/Charreada/#Ref-21>). Legislation to ban steer tailing, which also is an event seen in some rodeos, was introduced in at least two states. ^[22] (<https://everything.explained.today/Charreada/#Ref-22>).

Supporters of Charreda defend the sport, stating that there is little evidence to support claims of inhumane treatment and noting that few animals are seriously injured. The Charro Federation has stated that experienced Charros know how to properly rope a horse without injuring it. ^[23] (<https://everything.explained.today/Charreada/#Ref-23>). The Charros Federation USA notes that fringe groups who do not follow mainstream standards give a bad name to the whole community. ^[16] (<https://everything.explained.today/Charreada/#Ref-16>). Supporters point out that events sanctioned by the [Federación Mexicana de Charrería](https://everything.explained.today/Federaci%c3%b3n_Mexicana_de_Charrer%c3%ada/) (https://everything.explained.today/Federaci%c3%b3n_Mexicana_de_Charrer%c3%ada/) (FMCH) are held in both the United States and Mexico, and they operate under rules promulgated by the Federation. They also point to successful and highly public events such the Fiesta San Antonio, where Charreda has been an integral part of the festival for more than 60 years. ^[24] (<https://everything.explained.today/Charreada/#Ref-24>).

There are few hard statistics on either side of the issue. Many charreadas are loosely organized in the USA and obtaining data is a challenge. ^[12] (<https://everything.explained.today/Charreada/#Ref-12>). Informal reports by organizations on both sides of the issue exist. The American Horse Defense Fund claims that from 8 to 20 percent of horses leased for charreada in California were reported to be injured seriously enough to be «sent to slaughter» each week, ^[12] (<https://everything.explained.today/Charreada/#Ref-12>) and the president of the California Equine Council claimed to personally observe a circuit of 10 charreadas for which 78 horses were leased for a season's use, and only 2 were not sent to slaughter by the season's end. ^[14] (<https://everything.explained.today/Charreada/#Ref-14>). [Arabian horse](https://everything.explained.today/Arabian_horse/) (https://everything.explained.today/Arabian_horse/)s are said preferred by charros due to their lighter weight, ^[14] (<https://everything.explained.today/Charreada/#Ref-14>) and Arabian horse rescue organizations have reported on encountering rope-scarred animals in slaughter yards whose injuries have been attributed to charreada use by the feedlot owners. ^[25] (<https://everything.explained.today/Charreada/#Ref-25>).

Charro associations question the legitimacy of these reports and lack of hard data. ^[26] (<https://everything.explained.today/Charreada/#Ref-26>). In 2011, Charreada organizers in Texas began keeping statistics on injuries to both animals and charros for events sanctioned by the FMCH. Since that time, they have self-published results from 1035 charreadas. 624 of which were held in Mexico, where traditional mangana, piales and cola events are offered. 411 charreadas were held in the United States, with non-traditional manganas, but traditional piales and cola. There were also an additional 10 coleaderos. They have reported 10 injured Charros, two steers with horns broken, three steers had tails broken in cola, one steer losing the hair at the end of its tail, one steer's leg broken in cola. A horse started limping after hitting a wall in Paso, but the lameness resolved a few hours later. A horse pulled a ligament in cola. One horse was killed when it flipped in a bucking event. In the Charreadas and Coleaderos, held in Mexico, 6601 steers, 18059 horses and 2009 bulls were used. In the Charreadas and Coleaderos held in the United States 4570 steers, 3905 horses and 1216 bulls were used. ^[27] (<https://everything.explained.today/Charreada/#Ref-27>).

In comparison, the [Professional Rodeo Cowboys Association](https://everything.explained.today/Professional_Rodeo_Cowboys_Association/) (PRCA) reports an animal injury rate of less than one percent in its sanctioned US rodeos. However, The Charro Association notes that the PRCA only sanctions about 30 percent of all US rodeos,^[22] (<https://everything.explained.today/Charreada/#Ref-22>). Unsanctioned rodeos may have higher abuse and injury rates, and the [ASPCA](https://everything.explained.today/ASPCA/) notes that rodeo practice sessions are often the location of more severe abuses than competitions.^[28] (<https://everything.explained.today/Charreada/#Ref-28>). Likewise, anecdotal reports suggest the worst charreada abuses in the USA occur at events held in small venues with little public notice, and the deepest concerns are directed these unsanctioned events. The problem appears to be most often reported in California, where horse-tripping is banned, yet private «backyard» events still feature these events.^[14] (<https://everything.explained.today/Charreada/#Ref-14>).

Cultural concerns

An additional issue separate from the animal welfare debate is concern from some people within the Hispanic community that bans on charreada are a form of cultural discrimination.^[23] (<https://everything.explained.today/Charreada/#Ref-23>). A professor from Yale University noted a correlation between anti-mangana laws and anti-immigrant policy in some southwestern states. Though initially such legislation often was introduced by those concerned with animal welfare, the debates were often taken over by «nativists who demand border militarization,exclusion and deportation,» citing as examples political figures who argued that people who abuse horses also abuse ‘our children’ and ‘must be reminded of American laws’. Often, bans on charreada events corresponded with the passage of other blatantly anti-immigrant legislation.^[29] (<https://everything.explained.today/Charreada/#Ref-29>).

Supporters of the mangana and piales events argue that catching horses by their legs has been and is a legitimate method of animal husbandry and therefore part of a celebration of traditional ranching methods of Mexico. This is evidenced by the veterinary and ranch work exemptions in the California, Arizona, New Mexico and Texas statutes.^[30] (<https://everything.explained.today/Charreada/#Ref-30>). They also note the inclusion of mangana and piales in Charreada rules promulgated by the FMCH as proof of the tradition of catching horses by their legs.^[31] (<https://everything.explained.today/Charreada/#Ref-31>).

On the other hand, others argue that horse-tripping is not a traditional part of Mexican culture.^[23] (<https://everything.explained.today/Charreada/#Ref-23>). Individuals within the Mexican-American community such as [Cesar Chavez](https://everything.explained.today/Cesar_Chavez/) have come out in opposition to inhumane treatment of animals being justified on cultural grounds.^[23] (<https://everything.explained.today/Charreada/#Ref-23>). Chavez, who became a vegetarian and had concerns for the welfare of animals in general,^[32] (<https://everything.explained.today/Charreada/#Ref-32>) had written a letter in 1990 to Action for Animals stating his view that legislation was needed to ensure the humane treatment of animals at rodeos and explaining that violence was linked with racism, economic deprivation, and various animal sports, including dog fighting, cockfighting, bullfighting, and rodeo.^[33] (<https://everything.explained.today/Charreada/#Ref-33>). This letter did not specifically mention charreada, though Chavez drew particular attention to rodeos where no veterinarian was required to be present.^[33] (<https://everything.explained.today/Charreada/#Ref-33>).

The legislative debate in California in 1994 brought this issue to the forefront. When the bill banning horse-tripping passed, there was concern that the legislation was part of an overall anti-immigration climate that the voters in California were generally favoring at the time.^[34] (<https://everything.explained.today/Charreada/#Ref-34>). However, support from organizations such as the Mexican American Political Association, the Mexican American Chamber of Commerce, the United Farm Workers (UFW) and the International Longshore Workers Union helped procure passage of the bill.^[29] (<https://everything.explained.today/Charreada/#Ref-29>).

When horse-tripping legislation was debated in California, the sponsor of the original bill was [Joe Baca](https://everything.explained.today/Jo_Baca/), an Assemblyman of Mexican descent who went on to become a member of the U.S. Congress.^[35] (<https://everything.explained.today/Charreada/#Ref-35>). When the initial bill was submitted by Baca, it was criticized as discriminatory by other Mexican American Assembly members such as [Richard Polanco](https://everything.explained.today/Richard_Polanco/). The original bill was defeated, but was resubmitted during an emergency session of the legislature. Assemblyman Baca did not sponsor the resubmitted legislation, instead it was sponsored by a non-Hispanic member, [John L. Burton](https://everything.explained.today/John_L_Burton/).^[34] (<https://everything.explained.today/Charreada/#Ref-34>). However, unlike the situation in Arizona, during the debate leading to the ban enacted in 1994, the California Equine Legislative Counsel presented testimony that individuals such as [Cesar Chavez](https://everything.explained.today/Cesar_Chavez/) and organizations including the [Mexican American Political Association](https://everything.explained.today/Mexican_American_Political_Association/) opposed horse-tripping as a «cruel cultural anachronism.»^[23] (<https://everything.explained.today/Charreada/#Ref-23>).

Rodeo and charreada

The Professional Rodeo Cowboys Association

(https://everything.explained.today/Professional_Rodeo_Cowboys_Association/) (PRCA) does not take an official position on Horse tripping, as is not a sanctioned event.^[36] (<https://everything.explained.today/Charreada/#Ref-36>) The California-based Charros Federation USA states that it has voluntarily banned horse-tripping in mainstream charros for over 15 years.^[37] (<https://everything.explained.today/Charreada/#Ref-37>) There are two non-charreada events in the United States that ropes horses by their front legs, the non-PRCA Jordan Big Loop Rodeo and the Harney County Ranch Rodeo in Oregon.^[38] (<https://everything.explained.today/Charreada/#Ref-38>)^[39] (<https://everything.explained.today/Charreada/#Ref-39>)^[40] (<https://everything.explained.today/Charreada/#Ref-40>)

In 2013, the Oregon legislature considered legislation regulating horse-roping events. The PRCA opposed the bill on the grounds that the activities of concern to sponsors are already covered adequately under existing animal cruelty legislation and because the wording could define roping the legs of horses for any reason as *per se* cruelty.^[41] (<https://everything.explained.today/Charreada/#Ref-41>) Douglas Corey, chair of the Livestock Welfare Committee of the PRCA, said “We do not feel that simply roping the legs of a horse is an act that should be banned.”^[36] (<https://everything.explained.today/Charreada/#Ref-36>)

During the 2011 legislative debate in Nevada on legislation to ban the horse-tripping events, some opponents of a ban expressed concern that it would also undermine rodeos. However, this was disputed by supporters of a ban: «Horse tripping is not a recognized event in any form of sanctioned rodeo... This issue has absolutely nothing to do with rodeos nor is it some back door attempt to attack rodeo and livestock events...»^[42] (<https://everything.explained.today/Charreada/#Ref-42>)

On the other hand, supporters of charreada point out that some rodeo associations initially opposed the California horse tripping ban,^[34] (<https://everything.explained.today/Charreada/#Ref-34>) pointing out that when the original bill was submitted, supporters such as Eric Mills were also seeking to ban calf roping (https://everything.explained.today/calf_roping/), «steer busting» and bulldogging (https://everything.explained.today/steer_wrestling/). After the bill failed, the California Equine Counsel, who was not opposed to those events, stepped in as the main spokes group for the resubmitted bill.^[43] (<https://everything.explained.today/Charreada/#Ref-43>) Once Mills no longer took an active role in the legislation, the Rodeo Associations decided to remain neutral, and the bill passed.^[34] (<https://everything.explained.today/Charreada/#Ref-34>)

In 2011, SB 613, a bill to stop “horse tripping” was submitted in Oregon. This was opposed by the United Horsemen. “They were joined by other SB 613 opponents, including the American Quarter Horse Association (https://everything.explained.today/American_Quarter_Horse_Association/), the Oregon Quarter Horse Association, and the PRCA. Other opponents included the directors of the Pendleton Roundup (https://everything.explained.today/Pendleton_Roundup/) plus other rodeo directors and supporters. The bill did not pass.^[44] (<https://everything.explained.today/Charreada/#Ref-44>)^[45] (<https://everything.explained.today/Charreada/#Ref-45>)

The PRCA also worked with the Charros’ groups to stop a bill to make steer tailing illegal, and to stop legislation that would have required two weeks advance notice of rodeo events.^[45] (<https://everything.explained.today/Charreada/#Ref-45>)

▣ CHARROS

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RJ Ranch - Rancho El Jerezano



Aug 14, 2023 · 🌐

🖤🇺🇸 KANSAS CITY !! GRAN JARIPERO BAILE!
en [#ranchoeljerezano](#) [#DOMINGO20](#) evento familiar.

✅ Niños menores de 12 años entran GRATIS

✅ habrá concurso de baile y muchas sorpresas

❌ no se aceptan bebidas 🍷 Todo se venderá en la localidad. Puertas abren 3pm

🔴 COMPRA TUS BOLETOS  AQUÍ 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

🖤🇺🇸 @KANSAS CITY!! BIG JARIPERO DANCE! in [#ranchoeljerezano](#) [#DOMINGO20](#) family event.

✅ Children under 12 enter for FREE

✅ There will be a dance contest and many surprises

❌ no drinks accepted 🍷 Everything will be sold in the locality. Doors open at 3pm

🔴 BUY YOUR TICKETS  HERE 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

⚙️ • Rate this translation



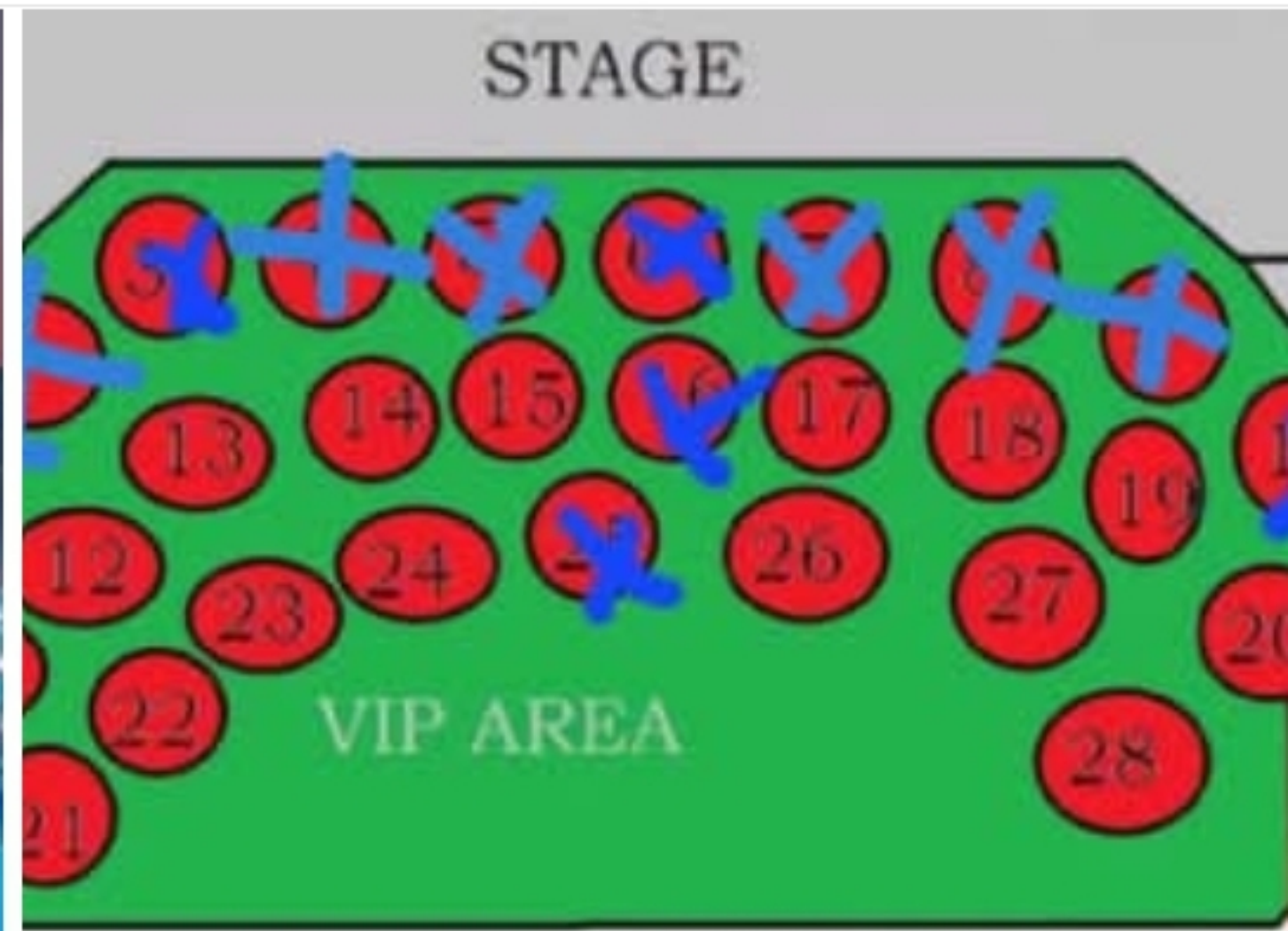


Noe Recinos Hernandez is with Aurelio Haro and 10 others.

Jun 9, 2023 · 🌐

🔴🔴 VIPs are flying out!! TAKE ADVANTAGE don't leave it at the last minute 😁😁 **Gerardo Coronel** Saturday June 17! EL JEREZANO RANCH

⚙️ Rate this translation



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DENNIS

BIXBY



Dennis >

Haro Property
Leavenworth County planning and
zoning
March 12, 2025

This is a business. Based on the earlier
statement by commissioner Mike
Stieben, he was charged \$40
admission to the event.

If you had 300 pay admission x 15
events it would total up to \$180,000.

If you add vending, concessions,
contestants, livestock handlers,
parking crew, performers etc., you
would likely add another 100 people.

Because this is a business,
Leavenworth County Commissioner
Jeff Colbertson suggested a better
site, the Leavenworth County
Fairgrounds. Such a site would have
better roads and infrastructure, proper
drainage, parking, sewage control,
emergency services close by,
overnight camping with hook ups.

The Haro site would need the
following;
Bleachers would need to be inspected
and certified and include ADA
compliance.
Dust abatement applied 1/2 mile down
Cantrell Road.
Emergency evacuation plan

RECEIVED
MAR 11 REC'D



iMessage



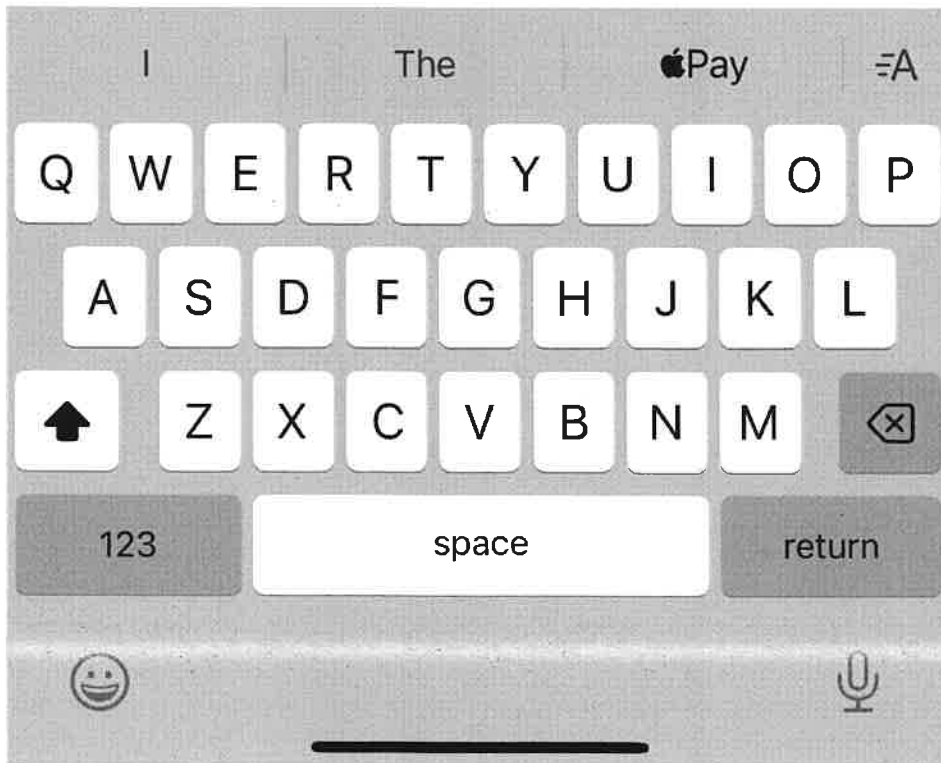


Dennis >

from running into a nearby creek if the creek becomes polluted KDHE will be testing and begin issuing citations.

To ensure compliance with all state, federal and local laws who would head up on site compliance? Would their fees be paid for out of the cost of this permit?

Sources for my research include Kansas Department of Health and Environment, Kansas, Department of reveue, Alcohol, Tobacco, and Firearms, Kansas, Bureau of Waste Management, Kansas Gaming Commission .



RECEIVED

MAR 11 REC'D

Leavenworth County Commissioner's Meeting
Dr. J. M. Murnane, DVM, MS, PhD
March 12, 2025

My name is Dr. Joan M. Murnane. I am a large animal veterinarian, an active member of the American Veterinary Medical Association (AVMA), the American Association of Equine Practitioners (AAEP), the American Quarter Horse Association (AQHA), a USDA/APHIS (Animal and Plant Inspection Services) Accredited practitioner, and former member of the American Association of Bovine Practitioners (AABP).

I am here today to address **horse tripping** and **bull tailing**, events typically included in Mexican Rodeos. These events are currently illegal in Kansas (Animal Cruelty - Kansas State Statute 21-6412) and illegal in part or whole in 17 other states (AK, AZ, AR, CA, CO, CN, DE, FL, IL, ME, NM, OH, OK, OR, RI, TX). Charges for violating state laws range from misdemeanors to felonies. Penalty fines for a first-time misdemeanor conviction, range from \$500.00 - \$5000.00 and up to \$20,000 and imprisonment for a second offense, or an animal abuse felony conviction.

So, my question today is, *"Why is there any discussion or consideration of issuing a Special Use Permit implicitly sanctioning a Mexican rodeo which include these activities?"*

I believe we are here today because of ignorance of the law rather than criminal intent. But ignorance of the law is no excuse.

I want to take this opportunity to present background to the Zoning and Planning Board, the County Attorneys, the County Commissioners on how **horse tripping** and **bull tailing** were able to fly under the radar of our Leavenworth County elected officials and law enforcement officers.

A typical Mexican rodeo contains ten events – nine for the men and one for the women.

- **Cala De Caballo (Test of the Horses).**
- **Piales en Lienzo (Roping of the horse's hindfoot)**
- **Colas en e Lienzo or Coleadero (Arena bull tailing)**
- **Jineto de Toro (Bull riding)**
- **Terna en el Ruedo (Team of three bull roping)**
- **Jineteo de Yegua (Bareback on a wild Mare)**
- **Manganas e Pie (Roping of horse's front foot)**
- **Manganas a Caballo (Roping a horse's front feet from horseback causing it to trip and roll – "horse tripping")**
- **El Paso de la Muerte (Pass of death)**
- **Escaramuza (Skirmish) Women's event**

Five of the nine men's events are suspect (**highlighted**)

Three horse events include the practice of **horse tripping** in one form or another which is either outright illegal in 18 states, including Kansas or condemned by the professional veterinary associations AVMA, AABP, AAEP, AQHA, the USDA and numerous animal welfare groups including the ASPCA, American Humane Society, PETA, SHARK and other local, state and federal organizations.

In 2016, at the annual AVMA National Convention, equine practitioner, Gerald Huff warned veterinarians to be, *"... vigilant of "charreadas" or Mexican-style rodeos specifically for horse tripping - a charreada activity that has no place in our society.*

By 2024, the AVMA moved its position on **horse tripping** from vigilance to outright condemnation of the practice putting and all veterinarians on notice.

Animal abuse is defined and banned by the Animal Welfare Act, (US Public Law 91-579 Animal Act and the Horse Protection Act (US Public Law 91-540) of 1970. The USDA Animal and Plant Inspection Services (APHIS) governs enforcement. In January 2025 the USDA expanded animal care standards. As of now, any horse owner, exhibitor, trainer, or the person having custody of, or responsibility for any horse in a show, exhibition, horse sale, horse competition, or auction, (shall arrange for) or allow any or APHIS representative or Horse Protection Inspector (HPI) to inspect any horse or facility including transportation vehicles to insure animal welfare compliance, determine health status, and the safety and adequacy of housing, management practices, use of training devices and be able to identify and trace the animal from point of origin to an event.

When it comes to cattle, **bull tailing** and the **three-man bull tie down**, two of three charreada cattle events are considered examples of extreme animal cruelty by cattle industry standards in direct opposition to the Kansas State Statute which sites the Professional Rodeo Cowboy Association (PRCA) Rules as the **gold standard** for livestock care and management. In fact,

in a recent conversation with the PRCA Government Relations Director, I was told the PRCA does not include charreada competitions in any PRCA sanctioned rodeo events.

Furthermore, Dr. Jim Reynolds, DVM, MPH, Diplomate American College of Animal Welfare (ACAW), former Chief of Clinical Services for Production Medicine at UC Davis College of Veterinary Medicine and currently Professor of Large Animal Medicine and Welfare at Western University College of Veterinary Medicine in Pomona, CA who served as chair of both the AVMA and the AABP Animal Welfare Committee debunks the urban myth that **bull tailing** and **tie downs** represent any traditional cattle management techniques. Within the cattle industry, cattle charreada events are considered '**rodeo kabuki and is costume (theatre), not ranching.**' *Dr. Eric Mills., Oakland, CA.*

Now, I would like to address specific statements and arguments raised at previous Leavenworth County Commission Meetings.

1. "Ranch rodeos are cultural events and want Mr. Haro to be able to enjoy his property and family."

One of the reasons that Mexican rodeos exist today is local authorities are reluctant to enforce laws or pass new regulations for fear of being called racists or be accused of being culturally insensitive.

Horse tripping and bull tailing represent 'cruelty for a buck'. Research into the history of rodeo and charreada in the United States could not document throwing cattle down by their tails instead of roping until after rodeos and charreada evolved into public entertainment events.'

Furthermore, the late, great Cesar Chavez who fought tirelessly on behalf of the mostly Hispanic migrant farm worker wrote on the issue of animal abuse, animal cruelty and rodeos stating,

"Kindness and compassion towards all living things is a mark of a civilized society. Conversely, cruelty, whether it is directed against human beings or against animals, is not the exclusive province of any one culture or community of people.

Racism, economic deprival, dog fighting and cock fighting, bull fighting and rodeos are cut from the same fabric: violence.

Only when we become nonviolent towards all life will we have learned to live well ourselves."

Caesar Chavez
President,
United Farm Workers of America AFL-CIO
1991

Full letter attached in appendix

As a society, when we know better, we must do better!

Cultural practices once accepted, but now prohibited include, child marriage, female genital mutilation, bear baiting, cock fighting, bull fighting, wild cow milking, declawing zoo animals, declawing domestic cats, cosmetic ear trimming in horses and dogs, tail docking, tail blocking, tail setting, soring, and hoof stacking in Tennessee Walking horses.

Mexican rodeos, for the most part, are unregulated, unsanctioned, unsupervised and uninspected mobile pop-up events. They take place in direct contradiction to Kansas State Statutes prohibiting animal cruelty and do not conform to the animal care standards of the AVMA, USDA, or the PRCA as required by Kansas Statute, and until now have remained mostly invisible or ignored by Leavenworth County Commissioners, Kansas State authorities and local Law Enforcement.

This is criminal not cultural.

2. "Special Use Permits are governed by complaints, and we have not had any complaints."

We need to be proactive, not reactive in safeguarding our community. There is enough information currently available to cause concern.

Just a superficial examination of the minutes from previous Leavenworth County Commissioner Meetings revealed numerous complaints made by private citizens regarding Mr. Haro and his Mexican Rodeo.

For example, reports of animal abuse, **horse tripping**, **bull tailing**, charging admissions, alcohol sales (06/30/2009 Tod Thompson), were emailed to County Commissioner VanPary, and Jeff Joseph (09-31 2013) multiple times. Violations of the SUP video, audio, and nose

regulations (07/04/2010) extended operating hours, lighting violations, inadequate sanitary facilities, late night traffic, and the unloading of multiply large livestock transport trucks (captured 09-08-2013 VanPary) and buses late at night have been reported for more than 10 years.

Eyewitnesses continue to report a problem ranging from noise pollution to crowd control (average 300 people per event, range 200-1000 people), traffic congestion, the presence of dead animal, and problems with manure and garbage disposal.

So, who defines a credible witness?

3. "Any complaints to date are merely allegations. There is no evidence of horse tripping or bull tailing"

Mr. Haro convicts himself on this point. Numerous Mexican rodeos were conducted in Linwood over the years. Videos, still photographs and professional advertising posters promoting *horse tripping* and *bull tailing* at his ranch (photos of upside-down cow on posters) submitted to the Leavenworth County Commissioners in February 2025, were either screen captures from a Haro website or face book page (now scrubbed) or were photographs taken for advertising purposes by a professional photographer (watermark on photos) at their Linwood ranch. Furthermore, photographs of activities in Linwood were easily correlated to the dates listed on the poster advertisements.

Videos taken by private citizens of the actual events were not allowed to be included in the official record on more than one occasion.

Reports of threatened physical violence, personal intimidation, the brandishing firearms and discharging of firearms over individuals' heads (occurred on 3 separate occasions), have been ignored by Leavenworth Officials.

Within the last three weeks threats and intimidations were made against individuals at the Leavenworth County Humane Society due to previous testimony before the Leavenworth County Commission.

An investigation reviewing historical and documenting current allegations of illegal rodeos, concerts, alcohol sales and other activities at the Linwood conducted by Private Detective Firm Pro Serv Compliance Consulting, titled, **HARO RODEO COMPLIANCE/WORKING STATUS SUMMARY NOTES**, was refused inclusion in the official record at previous Commissioner meeting until I submitted it on Feb 12, 2025.

4. "Consider provisional approval of Special Use Permit all Mexican Rodeos provided a veterinarian is present at all events."

Just as Kansas law prohibits a commissioner from issuing a Special Use Permit to authorize or legitimize and inherently illegal event, the presence of a veterinarian on the premises does not ensure the legality of the event and potentially compromises the veterinarian's professional standing.

As Veterinarians, we are charged with reporting abuse, not turning a blind eye to it.

However, these types of events should have veterinary oversight to protect the public. Unsanctioned, uninspected, and unsupervised large gatherings of livestock and people bring up significant health concerns, present potential biohazards for local livestock and humans, and literally scar me. Without the ability to accurately identify and trace an animal's origin, review health certificates, verify Coggins tests, evaluate vaccination history or evaluate animals for potentially communicable or zoonotic disease, the residents and livestock in Leavenworth County are potentially at risk.

I cannot overstate my concern. For example, in 2017 Kansas suffered both a Coggins and Strangles outbreak. The Coggins outbreak was discovered in horses at an unsanctioned racetrack. All affected horses (7) were euthanized. The Strangles outbreak was reported in a 48-horse stables, 4 weeks after a horse, purchased from a sale barn, was introduced to the herd. There were 31 horses that were severely affected, and 4 horses were euthanized. The barn was closed for five months until the infection was cleared.

In over 30 years of practice, when I have encountered willful resistance to enforcing established law, I ask always myself *qui bono*. Who benefits?

Typically, the answer can most often can be found in ignorance, money or fear.

Thank you for consideration.

Joan M. Murnane, DVM, MS, PhD

4/21/2015 3:51 PM

222-09-0-00-00-002.07-0-01

00000 Cantrell Road

Zoned RR 5.0

17.9 acres

2002 -- 07/24

Letter sent to Mr. Thomas Christenson, ref. building a barn in the flood plain and without a building permit.

2002 -- 08/20

Checked on the property and barn and cargo truck bed used for barn in flood plain and still has no permit.

2003 -- 01/7

BP 03-005 issued to Mr. Haro for an accessory building, permit fee \$80.00.

2003 -- 10/22

Letter sent to Mr. Haro with regard to barn being built and cargo trailer being used as a building (horse barn).

2003 -- 11/12

SUP 03-021 was tabled by the Planning Commission.

2003 -- 11/18

Letter to applicant letting Mr. Haro know that the SUP 03-021 was tabled for 120 days to allow him time to bring the property into compliance.

2003 -- 12/03

Letter sent, driveway entrance put in without an entrance permit.

2004 -- 03/29

BOCC denied SUP 03-021 for Horse Arena.

2004 -- 04/14

Officer Metcalf dispatched to

2009 -- 06/30

Letter to Mr. Haro from Mr. Van Parys to cease and desist from holding further rodeos or riding events until such time that a SUP is issued and complied with.

2009 -- 08/10

Mr. Haro submitted an application for a TSUP - wedding.

2009 -- 09/15

Illegal commercial use of property letter from Mr. Van Parys.

2009 -- 09/16

Letter sent -- tabled until November due to items needing completion.

2009 -- 10/07

Second letter due to no response. Please contact office with no rodeo events until a Special Use permit is obtained.

2010 -- 06/09

BP 10-075 issued to Mr. Haro for an accessory building, agriculture fee waived.

2010 -- 06/14

BOCC approved TSUP 10-005 approved for an event -- wedding.

2010 -- 06/28

BOCC revoked TSUP 10-005 due to conditions not being met.

2010 -- 06/28

Letter sent to Mr. Haro from Mr. Van Parys informing Mr. Haro of revocation of TSUP 10-005.

2010 -- 07/03

Deputy Fast's report for incident at above location.

2011 -- 04/25

Mr. Haro submitted an application for a TSUP -- Cinco de Mayo/Mother's Day Party.

2011 -- 05/02

BOCC approved TSUP 11-003 with condition to be fulfilled by close of business, May 5, 2011.

2013 -- 09/01

Deputy Leintz called out to the property for noise complaint.

2013 -- 09/03

Received a call from a neighbor with regard to someone building an addition.

2013 -- 09/06

Letter sent to Mr. Haro with regard to an addition being added to a structure without a building permit.

2013 -- 09/09

Email from Julie Downes, referencing noise complaint from 09/01/2013 with photos.

2013 -- 09/21

Possible Rodeo

2013 -- 09/24

Email from neighbors

2013 -- 09/24

2nd Ltr. sent -- Certified (5 days to respond notice)

2013 -- 10/03

Applied for a BP for an accessory building permit for an addition and received paperwork for an SUP in the future.

lma

222-09-0-00-00-002.07-0-01	00000 Cantrell Road	Zoned RR 5.0	17.9 acres
2013 - 10/12	Received an email from Ms. Downes regarding an event setting up for the day.		
2013 - 10/14	I spoke with LVSO dispatch to any calls in the area for Oct. 12/13 referencing noise. She had dispatched Deputy Leintz to the location and 2:02 on the morning of Oct. 13, 2013 and the deputy arrived on scene with contact and no noise to report. No report.		
2013 - 10-14	Met with the BOCC and Mr. & Mr. Downes showed up at the meeting. They stated that Mr. Haro continues to have loud parties.		
2014 - 04/08	Letter mailed to Mr. Haro with regard to events being held on property owned by him and the necessity of obtaining a TSUP prior to the event.		
2014 - 04/08	Mr. Joseph wanted me to also contact Mr. Haro to let him know the letter would be mailed to him and see if he was going to stop by our office with TSUP paperwork. Mr. Haro stated he would be in the PZ office the week of the 14 th through 18 th to submit his paperwork.		
2014 - 04/16	Mr. Haro meet with the Planning and Zoning Department Staff to discuss an application for Special Use Permits and Temporary Special Use Permits. Staff and owner discussed particulars for a TSUP for 5/17. Indicated this would work for a narrative and would need a formal application, insurance, and filing fee.		
2014 - 05/05	Application, insurance, and filing fee submitted.		
2014 - 05/05	BOCC approves a TSUP for an Equestrian Competition Event for 5/17.		
2014 - 05/22	Planning and Zoning talks with applicant about event. Did not occur as they attended another event in Linwood that benefited a sick friend.		
2014 - 06/10	Radio station submits an application for a TSUP for a concert on the 6/21.		
2014 - 06/12	Radio station submits additional information.		
2014 - 06/19	BOCC denies request for TSUP. Applicant not present for meeting, arrived after the case was denied.		
2014 - 06/19	Planning and Zoning emails denial letter to applicant and mails letter owner.		
2014 - 06/20	Planning and Zoning calls radio station and discusses denial with them and leaves a voice mail message with the owner indicating denial of TSUP.		
2014 - 06/21	Concert held despite denial.		
2014 - 08/01	Letter mailed to applicant and owner that they are to appear in court on 08/27.		
2014 - 08/27	Judge sets trial date 09/24.		
2014 - 09/24	Judge fines applicant and owner \$100.		
2015 - 04/13	Owner makes application for 2 TSUPs.		

LEAVENWORTH COUNTY, KANSAS

David C. Van Parys

County Counselor

300 Walnut

Leavenworth, KS 66048

(913) 684-0415

Fax (913-680-2748

email: dvanparys@leavenworthcounty.org

~~J. Van Parys~~
Joepk@

6840464

June 15, 2009

Mr. Aurelio Haro
136 Bowen Street
Linwood, KS 66052

Re: Illegal commercial use of property

Dear Mr. Haro,

I am writing to you with regards to recent complaints regarding possible illegal commercial use of your property. Specifically, you are the owner of property located on Cantrell Road approximately one ¼ mile east of the intersection of Cantrell Road and County Road No. 1 ("your property"). The Sheriff's office has received complaints that rodeo events attended by large numbers of people, accompanied by loud music, are being conducted on your property. The latest complaint involved an event conducted on June 13, 2009.

Leavenworth County is zoned and commercial uses, such as a rodeo, are not allowed on your property. The conduct, or allowance, of rodeo events such as have been complained of subject you, as the owner of the property, to possible prosecution for violations of county zoning regulations. A conviction of any such violation further subjects you to possible civil fines, a jail sentence, and the imposition of a permanent injunction on the property.

The purpose of this letter is to advise of the complaints received regarding the use of your property and to allow you to voluntarily cease and desist for conducting, or allowing, any such event in the future. You do have the right to request a special use permit or rezoning of your property that would allow the conduct of rodeo events, but in the absence of any such permit or rezoning, the activities described above subject you to possible prosecution.

Please take this opportunity to voluntarily comply with county zoning regulations. If you have any questions regarding this letter, you may contact me at your early convenience. You may also wish to contact the office of Planning and Zoning (913) 684-0465) to discuss what uses are allowed on your property.

Sincerely,

David C. Van Parys

David C. Van Parys
County Counselor

cc: Board of County Commissioners
Sheriff David Zoellner
Todd Thompson, County Attorney
Jeff Joseph, Director, Planning and Zoning

→ Sergeant Thomas

Hubbard

Dave

*Event planned play + 20yr key
music down for*

*- Lewhent - email
- ~~reverb~~ document
- m/c/c/b*

*with plan 2
20yr from*

*John Flower
913 684 0417*

*at well by
Hubbard
09-3977*

RECEIVED

MAR 1 1 2009

LEAVENWORTH COUNTY, KANSAS
David C. Van Parys
County Counselor
300 Walnut
Leavenworth, KS 66048
(913) 684-0415
Fax (913)-680-2748
email: dvanparys@leavenworthcounty.org

June 30, 2009

Mr. Aurelio Haro
136 Bowen Street
Linwood, KS 66052

Re: Noise and traffic complaints
from event conducted 6/27/09;
CEASE AND DESIST NOTICE

Dear Mr. Haro,

I am writing to you regarding complaints that were received from your neighbors regarding the event you conducted on 6/27/09 at your property on Cantrell Road. During our meeting last week you were directed to apply for a Special Use Permit to conduct rodeo or riding events, to limit (decrease) attendance and to not cause any noise problems for your neighbor. As you categorize your events as social in nature, the county staff attempted to work with you to properly review your activities through the planning and zoning process and provide some leeway to you during that review process.

Unfortunately, the manner in which the event of 6/27/09 was conducted leads me to the conclusion that forbearance on the part of the county was mistaken. This letter is serve as notice to you that you are to **CEASE AND DESIST** from conducting any further rodeo or riding event until such time as a Special Use Permit is issued and complied with.

Should you choose to not refrain from conducting any more such events as you have been doing, the county will initiate legal proceedings to obtain an injunction prohibiting the conduct of those events and seek a civil penalty against you. The county must enforce the planning and zoning regulations of the county. While county staff is willing to work with you on the process of applying for an appropriate Special Use Permit, you must abide by those regulations.

A copy of this letter is being forwarded to the Sheriff's Office of Leavenworth County for notice that enforcement action should be taken if needed through the issuance of citations for disorderly conduct and enforcement of traffic regulations.

Sincerely,

David C. Van Parys
County Counselor

cc: Board of County Commissioners
Sheriff David Zoellner
Todd Thompson, County Attorney
Jeff Joseph, Director of Planning and Zoning

RECEIVED

MAR 11 11:00

RJ Ranch – Rancho El Jerezano,

22000 Cantreall Road, Linwood, Kansas Facebook Page



RJ Ranch - Rancho El Jerezano

780 likes · 887 followers

Call Now

Message

Like

Posts About Mentions Reviews Followers Photos More

Intro

Page · Sports & recreation

22000 Cantreall Rd Linwood Ks

Not yet rated (1 Review)

Posts

Filters



RJ Ranch - Rancho El Jerezano

August 14, 2023

- 📍 KANSAS CITY!! BIG JARIPEO DANCE! in #ranchoeljerezano #DOMINGO20 family event.
 - 🟢 Children under 12 enter for FREE
 - 🟢 There will be a dance contest and many surprises
 - 🔴 no drinks accepted 🚫 Everything will be sold in the locality. Doors open at 3pm
 - 🔴 BUY YOUR TICKETS 📍 HERE 📍 [https://www.tickeri.com/./gran-jaripeo-de-lujo-los...](https://www.tickeri.com/./gran-jaripeo-de-lujo-los-...)
- 🔗 See original · Rate this translation

Photos

See all photos



April 16, 2022 Event Ad #1



RJ Ranch -Rancho El Jerezano



Feb 17, 2022 · 🌐



FANATICOS DEL COLEADERO ✓ · [Join](#)

Raul Torres · Feb 17, 2022 · 🌐

SÁBADO DE GLORIA 🔥 ✓ COLEADERO
ESTILO JEREZ 🔥 EN LINWOOD KANSAS
✓ RANCHO EL JEREZANO SABADO 16 DE
ABRIL 🔥 ✓

SATURDAY OF GLORY 🔥 ✓ COLEADERO
JEREZ STYLE 🔥 IN LINWOOD KANSAS
✓ RANCHO EL JEREZANO SATURDAY APRIL

16 🔥 ✓

🗣️ · Rate this translation



April 16, 2022 Event Ad #2

SABADO DE GLORIA COLEADERO DE LUJO

CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO

22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200

REPARTIENDO EL 70%
EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA

DE JUDAS

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL



La Inigualable Banda

SANTA CRUZ

De Eric Solis

**PUEDES LLEVAR TU PROPIA BEBIDA
SOLO DE BOTE**

**HABRA CONCURSO DE
CABALLOS BAILADORES**

AMBIENTE 100% FAMILIAR

**GUAPAS DAMITAS PREMIANDO
LOS MEJORES COLEADORES**

MAS INFORMACION

913-548-3101 Y 785-917-1008



April 16, 2022 Event Photo - Neighbor



May 8, 2022 Event Ad

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS
MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS

RODEO EAST

LIQUOR Jarana

FANTOMES
CARE AT TIMES

La Mega

THE PROPERTY LLC

AVM

DILIGENCIA

MORGAN BUCKLES
REPLACEMENT WESTERN

ticketon.com | 1.800.668.8080 | **TICKETÓN™**

May 8, 2022 Event Photos #1 - Neighbor

-From CR 1 depicting cars from Cantrell to Arena Area



May 8, 2022 Event Photo #2 - Neighbor

- From Cantrell Road



May 6, 2023 Event Ad

Gran Coleadero Baile

Rancho El Jerezano **SABADO**

Abra Charreada
Con cinco equipos charros para
Celebrar el Cinco de Mayo

BANDA LA
Querendona
JEREZ
ZACATECAS



6

MAYO

AMBIENTE 100% FAMILIAR

Buen Ganado
Polla De \$150
Se Repartira
70% A los 3
Primeros
Lugares

Para Mas Información

913-584-3101

Charreada
Apartir de las
10am

Puedes Traer Tu
Cerveza Solo En Bote



22000 CANTREALL RD
LINWOOD KS 66052

Y



ELITE
NORTENO
KANSAS CITY

May 6, 2023 Event Photo - Neighbor



Documentation set - Yes

June 17, 2023 Event

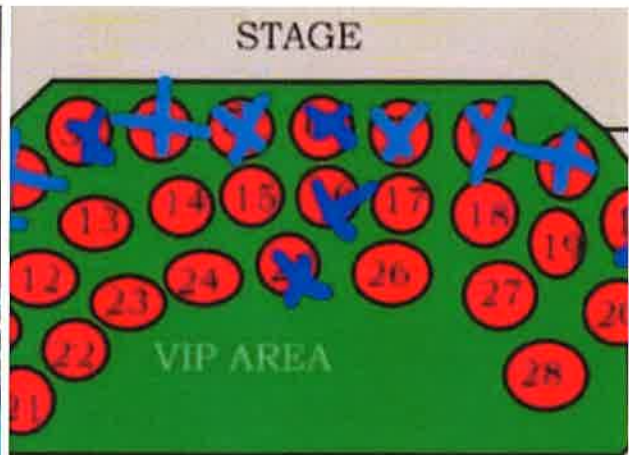


Noe Recinos Hernandez is with **Aurelio Haro** and **10 others**.

Jun 9, 2023 · 🌐

🔴🔴 VIPs are flying out!! TAKE ADVANTAGE
don't leave it at the last minute 😁😁 **Gerardo Coronel**
Saturday June 17! EL JEREZANO RANCH

⚙️ Rate this translation



👍❤️😁 14

3 shares

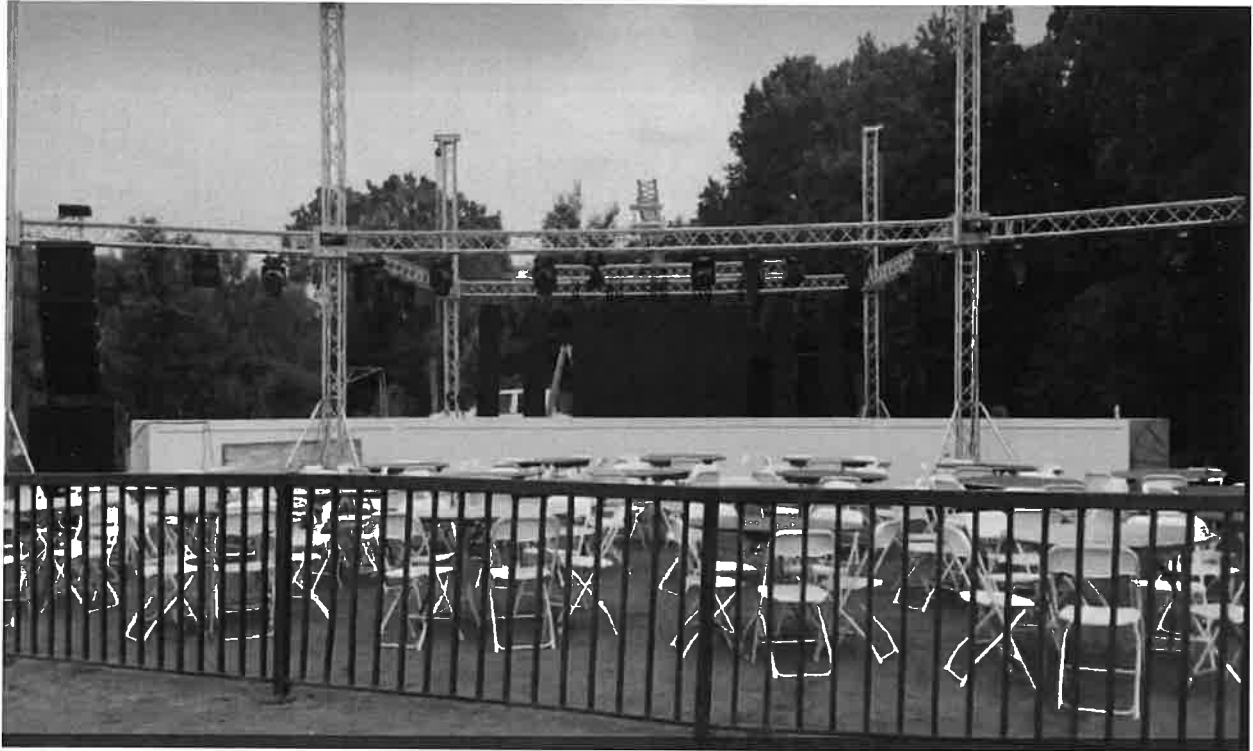
👍 Like

💬 Comment

📧 Send

➦ Share

Rancho El Jerezano Stage Set Up, VIP Area (Video Screenshot)



June 17, 2023 Post-Event Facebook Photos/Video



Noe Recinos Hernandez

Jun 18, 2023 · 🌐



Gerardo Coronel #TeFelicititoTour2023 RANCHO EL JEREZANO one more that could be done ✅✔️🎉 thank God! First of all, and thank you to each and every person! Who was part of this magnificent event.

⚙️ [Rate this translation](#)



👍 Like

💬 Comment

📧 Send

➦ Share

👍❤️ 38

June 17, 2023 Event Facebook Photo



June 17, 2023 Event Photo Neighbor





RJ Ranch - Rancho El Jerezano



Aug 14, 2023 · 🌐

🟡🔴 **KANSAS CITY !! GRAN JARIPERO BAILE!**
en **#ranchoeljerezano #DOMINGO20** evento familiar.

✅ Niños menores de 12 años entran GRATIS

✅ habrá concurso de baile y muchas sorpresas

❌ no se aceptan bebidas 🍷 Todo se venderá en la localidad. Puertas abren 3pm

🔴 **COMPRA TUS BOLETOS** 📄 **AQUÍ** 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

🟡🔴 **@KANSAS CITY!! BIG JARIPERO DANCE!** in **#ranchoeljerezano #DOMINGO20** family event.

✅ Children under 12 enter for FREE

✅ There will be a dance contest and many surprises

❌ no drinks accepted 🍷 Everything will be sold in the locality. Doors open at 3pm

🔴 **BUY YOUR TICKETS** 📄 **HERE** 👉

<https://www.tickeri.com/events/vbtapo03rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pilar>

⚙️ • Rate this translation





RJ Ranch -Rancho El Jerezano



✓ Children under 12 enter for FREE
✓ There will be a dance contest and many surprises

✗ no drinks accepted 🍷 Everything will be sold in the locality. Doors open at 3pm

BUY YOUR TICKETS 📄 HERE 👉

<https://www.tickeri.com/events/vhtg303rrbl/gran-jaripeo-de-lujo-los-garcias-y-banda-el-pila>

⚙ Rate this translation

GRAN JARIPEO BAILE
EVENTO 100% CONFIRMADO

RANCHO EL JEREZANO

BANDA EL PILAR

Grupo Aventina

LA EXCLUSIVA
GRAN CONCURSO DE BAILE

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3:PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

Write a comment...



August 20, 2023 Event Photo



Linwood

August 20, 2023 11:33 PM



 HDR



The Event started at 3 PM. This photo was taken at 11:33 pm. It was 100 degree weather.

FACEBOOK PAGE – Photos by Laisa at Rancho el Jerezano

1:38



Photos by Laisa's post

Photos by Laisa added 56 new photos.
May 14, 2023 · 🌐

Rancho el Jerezano pt. 2
Share and tag your friends!! 🍷
[Rate this translation](#)

👤 22

4 comments 10 shares

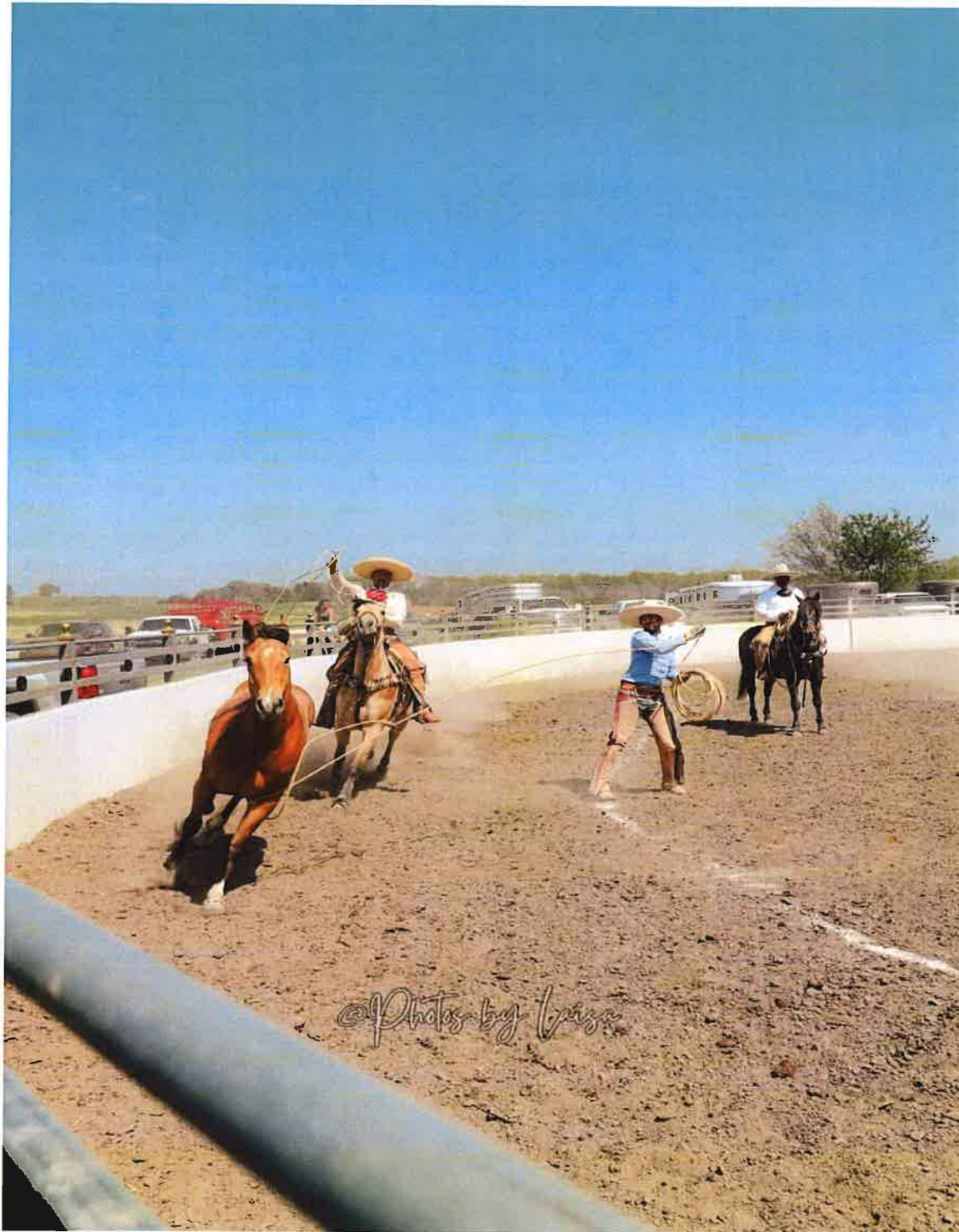


👤 1



Send message

Facebook Photo by Laisa at Rancho el Jerezno – Horse Leg Roping and Bull Tail Pulling



1:41



Photos by Laisa's post

Like Comment Copy Share



1 comment

Like Comment Send Share



Like Comment Send Share

Send message

1:40



Photos by Laisa's post



Like Comment Copy Share





10:53



◀ Messages



Lee County Sheriff's Office Animal
Cruelty Task Force



2d · 🌐

During one tense bullfight, matador Álvaro Múnera did the unthinkable.

As the crowd roared for the next dramatic move, he suddenly stepped away from the bull, walked to the edge of the arena, and sat down. Silence fell over the spectators.

Later, Múnera revealed the moment that transformed him forever: "In that instant, I forgot the danger of the horns. All I could see were his eyes—not filled with rage, but with innocence. He wasn't attacking; he was pleading for his life. I realized this was not a fight, but an act of cruelty. I dropped my sword, left the arena, and vowed never to fight again.

Instead, I would fight against a world that turns suffering into entertainment."

Múnera walked away from bullfighting and became an advocate against animal cruelty, using his platform to fight for the very beings he once battled. His story is a powerful testament to the force of compassion and the courage it takes to change.

Sometimes, all it takes is one moment of connection to see the world differently.



Lee County Sheriff's Office Animal Cruelty Task Force

2d · 🌐

During one tense bullfight, matador Álvaro Múnera... [See more](#)

👍❤️👤 17.2K

3.5K comments 4.2K shares

👍 Like

💬 Comment

📧 Send

➦ Share

HARO RODEO COMPLIANCE / WORKING STATUS SUMMARY NOTES

Compliance Check Purpose:

To review historical and current allegations of illegal rodeo, concert, and alcohol sales activities at 22000 Cantrell Rd Linwood Kansas 66052.

Owner: HARO, AURELIO & BROCKENBERRY, NORMA
Site Address: 00000 CANTRELL RD, Linwood, KS 66052
Mailing Address: 17564 W 158TH TER, OLATHE, KS 66062

Key Findings:

- **Rodeo:** Rodeo is not in compliance with Kansas State Statute 21-6412. (Cruelty to animals). Evidence suggests the practice of bull tail dragging occurred at the rodeo. The practice of bull tail dragging constitutes animal cruelty and causes significant harm to the animals involved. Subject, along with his associates have advertised these events as public events for years in conflict with his statement to the County Commissioners that this is a family and friends event.

The rodeo arena/concert stage location is only approximately 72 feet to the West property line and 98 feet to the East property line of the subject.

- **Concerts:** Based on historical video audio and lights are not in compliance. The concert organizer has previously operated without a required permit.
- **Alcohol Sales:** Event and subject do not appear to be in compliance based on historical evidence found.

Evidence:

- **Rodeo:** Video, Still Photos, and review of State Statute and regulations support that the rodeo activities may be in violation of Animal Abuse Statutes. (Please See Attachment 7). Bull Tail Dragging and Horse Tripping do not comply with Professional Rodeo Association Guidelines and appears to be in violation of Kansas Animal Abuse Statute.
- **Concerts:** Noise and lights emitted appear to be in excess of accepted standards
- **Alcohol Sales:** Review of advertising materials stating that no outside beverages may be brought in and all beverages will be sold on site contradicts the subjects statements to Leavenworth Commissioners that his “family event” is a BYOB which appears to be in violation of Kansas Statutes regarding both the sale of Alcohol and Consumption of Alcohol.

Recommendations:

- Rodeo: Prepare package for the prosecutor, Sheriff’s Office, and present to Kansas Dept of Ag, USDA, Peta
- Concerts: Prepare package for County Commissioners, Sheriff Prosecutors office and possible request for injunction
- Alcohol Sales: Prepare package for Prosecutor, Sheriff’s office, County Commissioners, and Kansas bureau of Alcohol
- Upon completion and after presentation to appropriate agencies seek legal representation for possible civil suit
-

• **Conclusion:**

- **RODEO:** The practice of Bull/Steer tail dragging is unacceptable and do not comply with Professional Rodeo Association Guidelines in violation of Kansas Animal Abuse Statute and must be stopped. Further investigation is necessary to determine the full extent of animal cruelty at the rodeo and to hold those responsible accountable.
-
- These events can cause extreme pain and injury to the animals, including:
 - Physical injuries: Broken tails, spinal injuries, and internal bleeding.
 - Psychological trauma: Severe stress and fear.
- **Alcohol Sales:** The absence of an alcohol sales permit for the concert represents a significant violation of local regulations. Further investigation and enforcement actions are necessary to prevent similar occurrences in the future

ATTACHMENT 1

GRAN JARRIEPO BAILE
EVENTO 100% CONFIRMADO

RANCHO EL JEREZANO

BANDA **EL PILAR**

Copa Argentina

Banda La Exclusiva

Las Garcias

20 DOMINGO DE AGOSTO NIÑOS MENORES DE 12 ENTRAN GRATIS
PUERTAS ABREN 3-PM

RANCHO EL JEREZANO: 22000 CANTREALL RD LINWOOD KS 66052

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

SANTA FE TOUR

8 SEGUNDOS MUSICA COUNTRY

DOMINGO 8 MAYO 2022

¡TRAE A FESTEJAR A MAMÁ EL DIA DE LAS MADRES!
PUERTAS ABREN 12PM / ADULTOS 40 DLLS / NIÑOS MENORES DE 12 AÑOS GRATIS

ticketon.com | 1.800.668.8080 | **TICKETÓN**

SABADO DE GLORIA

COLEADERO DE LUJO

CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
REPARTIENDO EL 70%
EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA DE JUDAS

HABRA CONCURSO DE CABALLOS BAILADORES

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

MAS INFORMACION:
913-548-3101 Y 785-917-1008

La Inigualable Banda **SANTA CRUZ**
De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA, SOLO DE BOTE

Gran Coleadero Baile
Rancho El Jerezano **SABADO**
 Abra Charreada
 Con cinco equipos charros para
 Celebrar el Cinco de Mayo

6
MAYO

BANDA LA
Querendona
 JEREZ
 ZACATECAS

AMBIENTE 100% FAMILIAR

Buen Ganado
Polla De \$150
Se Repartira
70% A los 3
Primeros
Lugares

Para Mas Información
 913-584-3101

Y ELITE NORTENO
 (KANSAS CITY)

Charreada
 Apartir de las
10am

Puedes Traer Tu
 Cerveza Solo En Bote

22000 CANTREALL RD
LINWOOD KS 66052

SABADO DE GLORIA
COLEADERO DE LUJO
 CON 60 TOROS DE LA GANADERIA LOS PAISAS

RANCHO EL JEREZANO
 22000 CANTREALL RD LINWOOD KS 66052

POLLA \$200
 REPARTIENDO EL 70%
 EN LOS 3 PRIMEROS LUGARES

HABRA QUEMA
 DE JUDAS

HABRA PREMIOS PARA LOS MEJORES COLEADORES

SABADO 16 ABRIL

La Inigualable Banda
SANTA CRUZ
 De Eric Solis

PUEDES LLEVAR TU PROPIA BEBIDA
 SOLO DE BOTE

HABRA CONCURSO DE
CABALLOS BAILADORES

AMBIENTE 100% FAMILIAR

GUAPAS DAMITAS PREMIANDO
 LOS MEJORES COLEADORES

MAS INFORMACION:
 913-548-3101 Y 785-917-1008

Empezando desde las
2:00 pm

El RANCHO
 Rancho
 "El Jerezano"

23
 sábado
 OCTUBRE

GRAN
CABALGATA
 y Tardada
 Baile

COMIDA
GRATIS
 HASTA QUE TOPE!!!

ELITE NORTENO
 Acompañando de 5 a 9

Te esperamos!

CABALGATA
DE 2 HORAS

Para más información
 1 (913) 548-3101

22000 Cantrell RD
 Linwood KS 66052

Rancho
 "El Jerezano"

GRAN
COLEADERO
 de Lujo

MAS DE 50 TOROS
DE GANADERIA
LOS PAISAS

Celebrando
Fiestas patrias

iHabrá

GRAN TORNEO DE COLAS
CATEGORÍAS
AAA \$1000 DLLS
AA \$500 DLLS
A \$250 DLLS
EVENTO 100% FAMILIAR
Repartiendo 70% · GANADO 100% Limpio
AL TERMINO DEL TORNEO
GRAN COLEADERO Abierto
RANCHO EL AGAVE
 15722 W 117TH ST. N SEDGWICK., KS 67135
SÁBADO 25 DE MAYO 2024
MAS INFORMACIÓN AL:
316-553-2881 O AL 316-272-2988



COLEADERO BAILE
BANUELOS
GRAN INAUGURACION
Sábado 20 de ABRIL
INDESTRUCTIBLE BANDA AZTECA
LA REYNA DE KC
 PUEDEN LLEVAR HIELERA PERO NO BOTELLAS DE VIDRIO ANTOJITOS MEXICANOS
NIÑOS MENORES DE 12 AÑOS ENTRAN GRATIS
SE COBRARA POR HIELERA
LA REYNA DE KC
 PUEDEN LLEVAR HIELERA PERO NO BOTELLAS DE VIDRIO ANTOJITOS MEXICANOS
AMBIENTE 100% FAMILIAR
COLEADERO ABIERTO MONTURA
 PARA EL QUE TENGA MAS REDONDAS DE BUEN LAIDO PUERTAS ABREN 12 MEDIODIA
SE COBRARA POR HIELERA
MAS INFO: JUAN BANUELOS 813 260-1514 EDOAN JAQUE 813 246-1425
24345 W. 383RD ST PAOLA KS 66071
 NO RESPONSABLES DE ALGÚN DAÑO O ACCIDENTE DENTRO DE LAS INSTALACIONES

SABADO 17 AGOSTO 2024
SEXTA CHARREADA DEL CIRCUITO DE KANSAS
 11:00 AM HERENCIA CHARRA R300 SAN RAFAEL SAGRADO CORAZON
 2:00 PM HACIENDA DE KANSAS HACIENDA DEL RIO RANCHO EL DIAMANTE
AL TERMINO DE LAS CHARREADAS
COLEADERO LIBRE Y POLLA DE \$150
 AMBIENTE 100% FAMILIAR | ANTOJITOS MEXICANOS | TARDEADA BAILE
 PUEDEN TRAER SOLO CERVEZA DE LATA Y HABRA UN COSTO POR HIELERA
LA PRENDIDISIMA
 BANDA PERLA DE JEREZ, ZAC.
16819 LENAPE RD. LINWOOD KS 66052

ATTACHMENT 2

Animal Cruelty – Kansas State Statute

21-6412. Cruelty to animals. (a) Cruelty to animals is:

- (1) Knowingly and maliciously killing, injuring, maiming, torturing, burning or mutilating any animal;
-  (2) knowingly abandoning any animal in any place without making provisions for its proper care;
- (3) having physical custody of any animal and knowingly failing to provide such food, potable water, protection from the elements, opportunity for exercise and other care as is needed for the health or well-being of such kind of animal;
-  (4) intentionally using a wire, pole, stick, rope or any other object to cause an equine to lose its balance or fall, for the purpose of sport or entertainment;
- (5) knowingly but not maliciously killing or injuring any animal; or
- (6) knowingly and maliciously administering any poison to any domestic animal.

(b) Cruelty to animals as defined in:

(1) Subsection (a)(1) or (a)(6) is a nonperson felony. Upon conviction of subsection (a)(1) or (a)(6), a person shall be sentenced to not less than 30 days or more than one year's imprisonment and be fined not less than \$500 nor more than \$5,000. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. During the mandatory 30 days imprisonment, such offender shall have a psychological evaluation prepared for the court to assist the court in determining conditions of probation. Such conditions shall include, but not be limited to, the completion of an anger management program; and


(2) subsection (a)(2), (a)(3), (a)(4) or (a)(5) is a:

(A) Class A nonperson misdemeanor, except as provided in subsection (b)(2)(B); and


(B) nonperson felony upon the second or subsequent conviction of cruelty to animals as defined in subsection (a)(2), (a)(3), (a)(4) or (a)(5). Upon such conviction, a person shall be sentenced to not less than five days or more than one year's imprisonment and be fined not less than \$500 nor more than \$2,500. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein.

(c) The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) bona fide experiments carried on by commonly recognized research facilities;
- (3) killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated, and amendments thereto;



(4) rodeo practices accepted by the rodeo cowboys' association;



(5) the humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a city or the owner thereof within a city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an incorporated humane society, the operator of an animal shelter or pound, a local or state health officer or a licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;

(6) with respect to farm animals, normal or accepted practices of animal husbandry, including the normal and accepted practices for the slaughter of such animals for food or by-products and the careful or thrifty management of one's herd or animals, including animal care practices common in the industry or region;

(7) the killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing a threat to any person, farm animal or property;

(8) an animal control officer trained by a licensed veterinarian in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods;

(9) laying an equine down for medical or identification purposes;

(10) normal or accepted practices of pest control, as defined in subsection (x) of K.S.A. 2-2438a, and amendments thereto; or

(11) accepted practices of animal husbandry pursuant to regulations promulgated by the United States department of agriculture for domestic pet animals under the animal welfare act, public law 89-544, as amended and in effect on July 1, 2006.

(d) The provisions of subsection (a)(6) shall not apply to any person exposing poison upon their premises for the purpose of destroying wolves, coyotes or other predatory animals.

(e) Any public health officer, law enforcement officer, licensed veterinarian or officer or agent of any incorporated humane society, animal shelter or other appropriate facility may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals. Such officer, agent or veterinarian may inspect, care for or treat such animal or place such animal in the care of a duly incorporated humane society or licensed veterinarian for treatment, boarding or other care or, if an officer of such humane society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane killing. If the animal is placed in the care of an animal shelter, the animal shelter shall notify the owner or custodian, if known or reasonably ascertainable. If the owner or custodian is charged with a violation of this section, the board of county commissioners in the county where the animal was taken into custody shall establish and approve procedures whereby the animal shelter may petition the district court to be allowed to place the animal for adoption or euthanize the animal at any time after 21 days after the owner or custodian is notified or, if

the owner or custodian is not known or reasonably ascertainable after 21 days after the animal is taken into custody, unless the owner or custodian of the animal files a renewable cash or performance bond with the county clerk of the county where the animal is being held, in an amount equal to not less than the cost of care and treatment of the animal for 30 days. Upon receiving such petition, the court shall determine whether the animal may be placed for adoption or euthanized. The board of county commissioners in the county where the animal was taken into custody shall review the cost of care and treatment being charged by the animal shelter maintaining the animal.

(f) The owner or custodian of an animal placed for adoption or killed pursuant to subsection (e) shall not be entitled to recover damages for the placement or killing of such animal unless the owner proves that such placement or killing was unwarranted.

(g) Expenses incurred for the care, treatment or boarding of any animal, taken into custody pursuant to subsection (e), pending prosecution of the owner or custodian of such animal for the crime of cruelty to animals, shall be assessed to the owner or custodian as a cost of the case if the owner or custodian is adjudicated guilty of such crime.

(h) If a person is adjudicated guilty of the crime of cruelty to animals, and the court having jurisdiction is satisfied that an animal owned or possessed by such person would be in the future subjected to such crime, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale or other disposition.

(i) As used in this section:

(1) "Equine" means a horse, pony, mule, jenny, donkey or hinny; and

(2) "maliciously" means a state of mind characterized by actual evil-mindedness or specific intent to do a harmful act without a reasonable justification or excuse.


ATTACHMENT 3

The Professional Rodeo Cowboys Association (PRCA)

Source: www.prorodeo.com


LIVESTOCK WELFARE RULES

The PRCA has more than 60 rules to ensure the proper care and treatment of rodeo animals included in its official rules and regulations. While the rules and regulations are too numerous to list here, several of the safeguards for the proper treatment of animals in the rules and regulations are listed below. For a complete list of the rules and regulations dealing with the proper care and treatment of animals, please send your request to PRCA Animal Welfare Coordinator, PRCA, 101 Pro Rodeo Drive, Colorado Springs, CO 80919.



- A veterinarian must be on-site at all PRCA-sanctioned rodeos.

- All animals are inspected and evaluated for illness, weight, eyesight and injury prior to the rodeo, and no animals that are sore, lame, sick or injured are allowed to participate in the event.
- Acceptable spurs must be dull.
- Standard electric prods may be used only when necessary and may only touch the animal on the hip or shoulder area.
- Stimulants and hypnotics may not be given to any animal to improve performance.



- Any PRCA member caught using unnecessary roughness or abusing an animal may be immediately disqualified from the rodeo and fined. This holds true whether it is in the competitive arena or elsewhere on the rodeo grounds.

- Weight limitations are set for both calves (between 220 and 280 pounds) and steers (450-650 pounds).
- The flank straps for horses are fleece- or neoprene-lined and those for bulls are made of soft cotton rope and may be lined with fleece or neoprene.
- Steers used in team and steer roping have a protective covering placed around their horns.
- The use of prods and similar devices is prohibited in the riding events unless an animal is stalled in the chute.
- A no-jerk-down rule provides for fines if a contestant jerks a calf over backwards in tie-down roping.
- All rodeos must have a conveyance available to humanely transport any injured animal.
- Chutes must be constructed with the safety of the animals in mind.

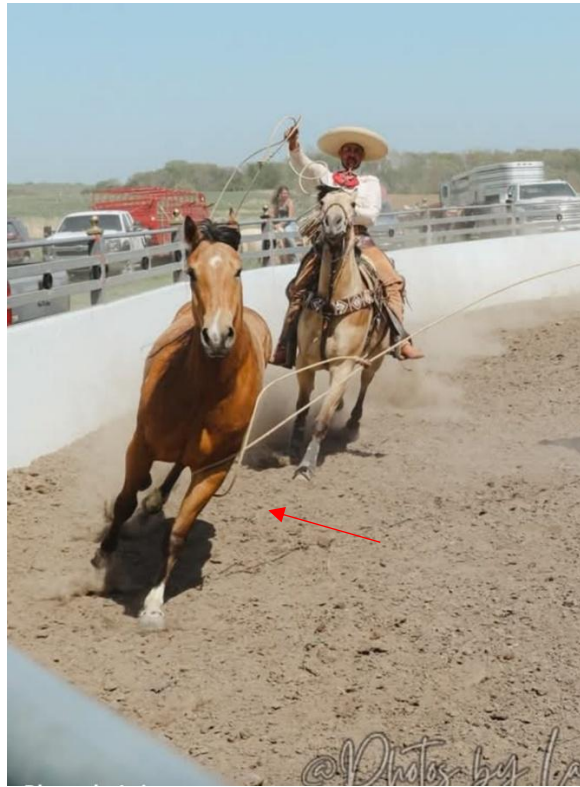
ATTACHMENT 3

Just a screen shot from videos we obtained showing HUGE crowds estimated to be in excess of 1,000 people. Sound stage with digital lights and sound system in close proximity to property line.



ATTACHMENT 4

Horse Tripping





Steve Haro

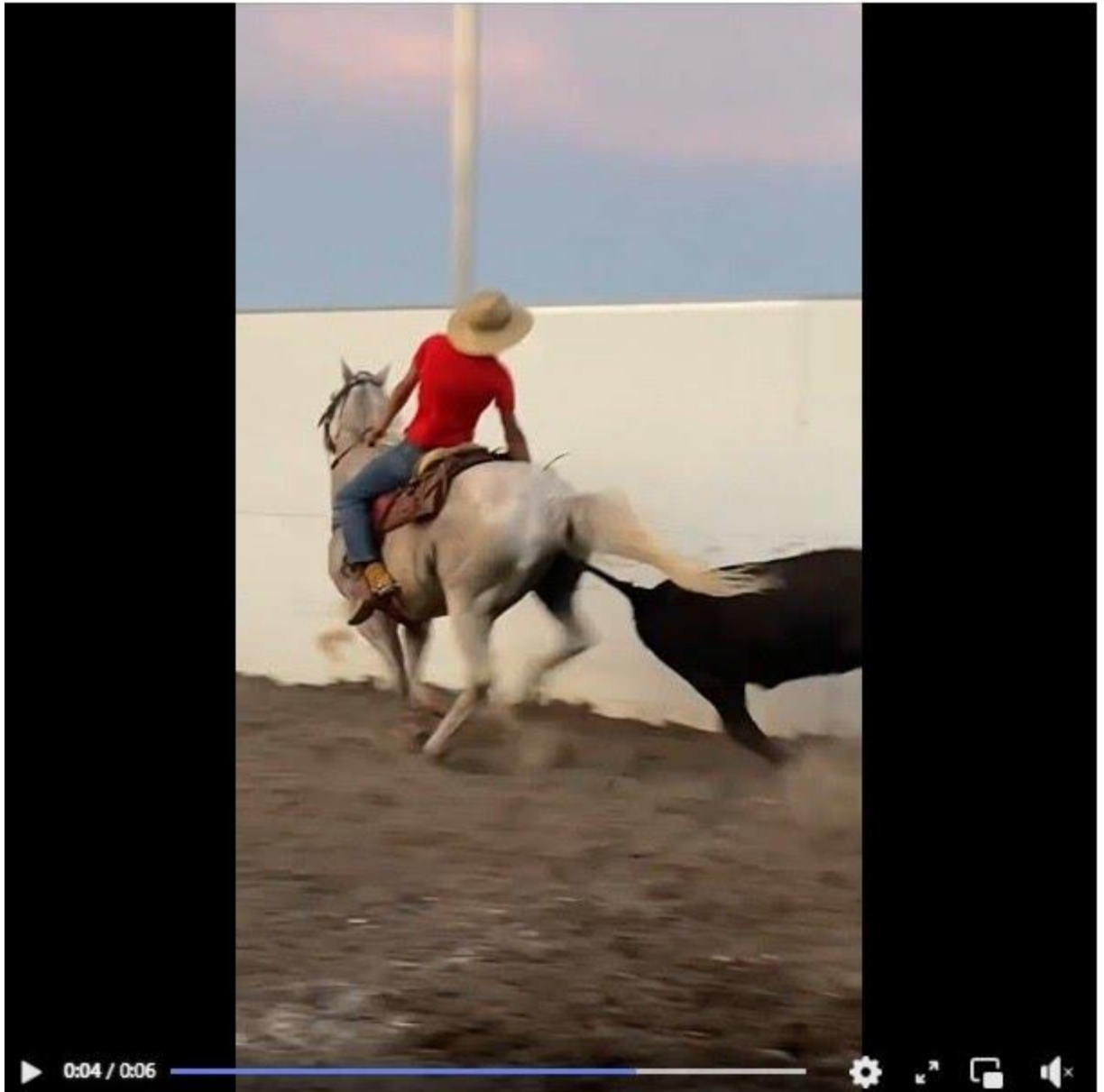
June 22, 2021 · 🌐



Sin miedo al éxito👏👏👏
Puro rancho el jerezano👏👏👏

No fear of success👏👏👏
Pure ranch El Jerezano👏👏👏

⚙️ · Hide Translation · Rate this translation







Steve Haro

MAY 17, 2022

  38

2 comments

 Like

 Comment

 Send

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rancho el jerezano



All

Posts

People

Groups

Events

Videos



Like



Comment



Send



Share



Photos by Laisa added 56 new photos. ...

Follow

May 14, 2023 · 🌐

Rancho el Jerezano pt. 2

Compartan y etiqueten a sus amistades!! 👍

Rancho el Jerezano pt. 2

Share and tag your friends!! 👍

⚙️ • Rate this translation



👍❤️ 22

4 comments 10 shares



Like



Comment



Send



Share



El Ranchero



May 26, 2023 · 🌐



A rodeo participant explained during the coleadero event, charros on horseback chase a steer down the arena, grab it by the tail and flip it over by wrapping the tail around their own leg.

“More than anything, it’s an adrenaline we have in our blood. It’s something that’s born in our hearts. It’s unexplainable and only the people who practice the sport understand what I’m referring to,” Mario Leyva Ibarra said through a translator.

Ibarra is a Mexican-native now living in Kansas. He said he grew up around charrerías and enjoys participating in them in the United States.

“Being here, it’s kind of like being back in Mexico,” said Rosa, a 16-year-old who moved to the United States from Mexico when she was two.

Part of the fun for Alvarez, the host, is to introduce the Mexican rodeo events and culture to teenagers like Rosa and to Americans.

“Absolutely, I really like the American people come to my rodeo here,” he said with a smile.

Several Americans filled the stands to watch this Saturday’s events. Alvarez admitted he learns



Watch Live

Gameworldpro

Open >

He grew up in Durango, Mexico, and moved to the United States as a teenager. About seven years ago, he opened [Lienzo Charro Alvarez Ranch](#) where he hosts rodeos, called charrerías, in the traditional Mexican-style with which he's accustomed.

“I think the Mexican tradition likes to keep going in different countries,” Alvarez explained.

Along with the Mexican music and food, people in the stands can see events they don't typically see in American-style rodeos.

On a Saturday afternoon in September, cowboys known as charros, came to the small, Spring Hill arena from St. Louis, Tulsa, Des Moines and other Midwestern cities to compete in a “coleadero.”

This show is filled with horses, culture, color, pageantry, and heritage. It brings the historic tradition of the Mexican Charro and Charra to the arena for all races, and cultures to enjoy. Featuring Folkloric Dancers, Charro Rope Artistry, Escaramuza Charra, Live Mariachi, Bull Riding, and so much more. World renowned Charro Jerry Diaz and family will be performing in and directing this third annual event. The Diaz Family carry five generations of horsemanship and legacy of the charro traditions. They perform alongside their magnificent dancing horses. Witness the traditions of old Mexico in your own backyard.

July 5th, 2025

Time – 1:00pm

Location: Greeley Stampede/ Greeley, CO

This show is filled with horses, culture, color, pageantry, and heritage. It brings the historic tradition of the Mexican Charro and Charra to the arena for all races, and cultures to enjoy. Featuring Folkloric Dancers, Charro Rope Artistry, Escaramuza Charra, Live Mariachi, Bull Riding, and so much more. World renowned Charro Jerry Diaz and family will be performing in and directing this third annual event. The Diaz Family carry five generations of horsemanship and legacy of the charro traditions. They perform alongside their magnificent dancing horses. Witness the traditions of old Mexico in your own backyard at the Greeley Stampede.

THE VOLLAND STORE

July 12th, 2025

Time – TBD

Location: Alma, KS – Flinthills

of horsemanship and legacy of the charro traditions. They perform alongside their magnificent dancing horses. Witness the traditions of old Mexico in your own backyard at the San Angelo Stock show and Rodeo.

Location: San Angelo Stock Show and Rodeo

MURDOCH GRAND OPENING

May 2nd, 2025

Location: San Angelo, TX

BUCDAYS RODEO – TEJANO DAY

May 8th, 2025

Location: Rodeo Corpus Christi/ American Bank Center

SHRINE RODEO

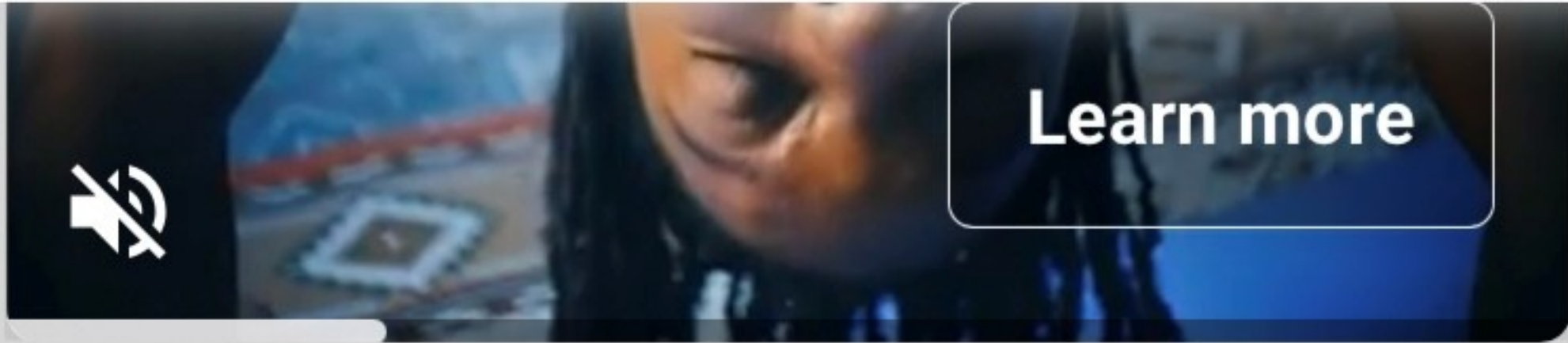
June 12th-13th, 2025

Location: Johnson County, KS – Johnson County Fairgrounds

MEXICAN HERITAGE CELEBRATION AND RODEO

A Diaz Family production...

July 5th, 2025



LOCAL NEWS



Rodeo in Spring Hill puts spotlight on Mexican traditions



< Prev

Next >

Photo by: Charlie Keegan

On a Saturday afternoon in September, cowboys known as charros, came from Midwestern cities to a small, Spring Hill arena to compete in a traditionally Mexican rodeo event “coleadero.”



By: Charlie Keegan

CLOSE



AWARDS

Jerry Diaz's dedication and skill have earned him numerous accolades and awards. He is a lifetime member and director of the National Western Stock Show and the San Antonio Livestock Show and Rodeo.

Jerry has earned several awards throughout his career, including the Federation of Charros' Golden Spur Award. The Golden Spur Award recognizes those who personify the strict charro traditions and skills in horsemanship.

On June 1, 2006 Jerry was recognized for his dedication to the cowboy tradition at Ford Motor Company's San Antonio VIP Reception for the IMAX film, "Ride Around the World – The Amazing Global Journey of the Cowboy."

Allison, Amy

From: Kareli Arellano <karelia16@icloud.com>
Sent: Monday, March 10, 2025 3:57 PM
To: Allison, Amy

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.

Rodimiro Arellano
21921 Cantrell Rd
Linwood, KS 66052

Leavenworth county planning and zoning.

Support for the Special Use Permit DEV-24-125 request Events hosted by RJ Farms are safe, they have the events well planned out making it enjoyable to anyone who attends.

Being new to the neighborhood, I have attended their previous events and can say they are very organized and fun to be at with the family. Now, because of these events, it has made us close to the family and can say they are hardworking responsible people.

Allison, Amy

From: Cristina Miller <millercristina833@gmail.com>
Sent: Monday, March 10, 2025 12:54 PM
To: Allison, Amy; mbrown@leavenworthcounty.go
Subject: RJ Farm

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.

Cristina Miller

Hello Amy Allison-Leavenworth County Planning and Zoning,

I am writing to express my unwavering support for the Special Use Permit DEV-24-125 request. I have attended the events, such as the American Rodeo and Mexican, which are well-organized and enjoyable. The animals are treated with utmost respect. To my knowledge, Mr. Haro and Mrs. Brockenberry are avid donors of food to animal shelters, which is a commendable act of kindness. I have also attended events called Kermés in benefit of people with cancer and other serious illnesses. Family members gather to witness and enjoy a pleasant occasion. As a parent of young children, I prioritize safety, and I am assured that the events are well-secured to ensure the well-being of all attendees. I would like to attend the meeting, but as I work, I am on duty that day. However, I will be watching the meeting on YouTube to observe the outcome.

James E. Bell

13502 222 St

Linwood KS 66052

Amy Allison- Leavenworth County Planning and Zoning Department,

I am writing to express my strong opposition to the Special Use Permit DEV-24-125 request. I own property that adjoins Lot 1 in Whispering Plains, the property that is currently under consideration for a Special Use Permit. This permit would allow a very broad range of outdoor facilities to be established. The prospect of this development deeply concerns me as it threatens my peaceful existence and enjoyment of my property due to potential noise pollution and increased traffic.

The proposed facility will not only disrupt our quiet community but also pose other issues such as environmental degradation. According to the U.S Environmental Protection Agency (EPA), outdoor recreational facilities can have significant impacts on local ecosystems through habitat destruction and pollution.

Moreover, the National Highway Traffic Safety Administration reports that areas with increased traffic often see a rise in road accidents. This could potentially put our community members at risk.

All these issues would have a very harmful, negative effect on my property value.

I urge you to consider these factors when deciding on this application for a Special Use Permit. Our community's peace, safety, and environment are at stake here. Please reject this permit application and preserve our quality of life.



James E. Bell

3/4/25

RESOLUTION 2025-06

A resolution of the Leavenworth County Kansas Board of County Commission, conditionally issuing a Special Use Permit for a fairgrounds – RJ Farm on the following described property:

Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas more commonly known as 00000 Cantrell Road.

WHEREAS, it is hereby found and determined that a request for a Special Use Permit as described above was filed with the Secretary of the Leavenworth County Planning Commission, on the 10th day of October, 2024; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, after notice as required by law, did conduct a public hearing upon the granting of such request for a Special Use Permit on the 8th day of January, 2025; and

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

WHEREAS, the Board of County Commission considered, in session on the 5th day of February, 2025, the Applicant's request for the Special Use Permit and the recommendation of the Leavenworth County Planning Commission.

WHEREAS, in session on the 5th day of February, 2025 the Board of County Commission remanded the Applicant's request for the Special Use Permit back to the Leavenworth County Planning Commission for an additional public hearing and reconsideration of additional conditions and stipulations for the Special Use Permit; and

WHEREAS, the Board of County Commissioners requested that the planning commission consider the addition of following conditions to the Special Use Permit: 1) having security onsite during events, 2) having licensed alcohol vendors onsite when alcohol is being sold, 3) increasing insurance requirements from 1,000,000 dollars to 10,000,000 dollars, 4) certification that the property owners are complying with all federal and state laws, 5) that the bleachers onsite are been inspected by a structural engineer, and 6) having a veterinarian onsite during the events; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, conducted an additional public hearing and reconsidered the Special Use Permit on March 12, 2025 at the request of the Board of County Commissioners; and

WHEREAS, it is hereby found that the Leavenworth County Planning Commission, based upon specific findings of fact incorporated by reference herein, did recommend that the Special Use Permit be conditionally approved, subject to special conditions as set forth.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commission of Leavenworth County, Kansas, that:

- I. Based upon the recommendation and findings of fact of the Leavenworth County Planning Commission and the findings as set forth in the staff report and adopted by the Planning Commission and the findings of fact adopted by the Board of County Commission in regular session on the 2nd day of April, 2025, and incorporated herein by reference, **Case No. DEV-24-125, Special Use**

Permit for a Fairground – RJ Farm is conditionally approved subject to the performance and observation of the conditions and stipulations set forth herein.

- II. The SUP granted in Section I. is hereby contingent upon the performance and observations of the following additional and supplementary regulations, stipulations, condition and restrictions, of which any violations shall constitute an additional basis for revocation:
1. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable, including horse tripping.
 2. Provide an updated site plan showing the location of the additional 50 parking spaces outlined in narrative.
 3. Property entrance shall be built to the specifications of the Driveway Template designed by David Lutgen. Applicant shall provide confirmation to staff by way of photographs to verify improvement.
 4. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
 5. Provide a copy of the contract for the Portable Toilet provider.
 6. The applicant shall comply with the Narrative submitted on December 12, 2024.
 7. Events shall be limited to 15 events in a calendar year.
 8. Occupancy for all events shall be limited to 300 people. Employees shall be limited to 15 people.
 9. The conditional special use permit shall be limited to one (1) year.
 10. No events shall take place inside the agricultural building.
 11. There shall be no on-street parking allowed.
 12. Traffic shall not queue onto the public road network when entering the site.
 13. No event shall be allowed within any public rights-of-way.
 14. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
 15. Lighting generated from the event shall be limited 0.00 foot-candles net gain, as measured at the property line.
 16. Noise generated from an event held at this facility including, but not limited to: live music, DJ, and noise from guests shall be limited to 60 decibels at the property line.
 17. No extension cords may cross driveways or drive aisles.

18. All dumpsters shall be screened from public right-of-way.
 19. All garbage and animal waste must be removed from the property and disposed of in accordance with local and state requirements and within 2 business days of the event.
 20. All portable restrooms must be maintained in a professional manner and removed from the property within 2 business days of the event.
 21. A Licensed Veterinarian must be on-call during any rodeo event and evidence of such must be provided upon request.
 22. The applicant shall comply with the following:
 - a. Leavenworth Fire District 2 email, dated October 18, 2024
 - b. RWD #10, dated October 31, 2024
 - c. Public Works memo, dated December 23, 2024
 - d. Emergency Management, dated December 12, 2024
 23. That no public nuisance be allowed or created upon the subject real property.
 24. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. The RJ Farm Events, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.
- III. This Resolution shall be in full force and effect from and after its adoption and publication in the Leavenworth Times.

located in Section 9, Township 12 South, Range 21, in Leavenworth County, Kansas more commonly known as 00000 Cantrell Road (PID No. 222-09-0-00-00-002.07).

Adopted this 2nd day of April, 2025
Board of County Commission
Leavenworth, County, Kansas

Mike Smith, Chairman

ATTEST

Jeff Culbertson, Member

Fran Keppler

Vanessa Reid, Member

Willie Dove, Member

Mike Stieben, Member

Leavenworth County Request for Board Action

Date: March 25th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the purchase of the Cat Asphalt Paver AP655 in the amount of \$533,688.00.

Analysis: The asphalt paver owned by the Road Department was set on a 10 replacement life cycle and is in year 10. The current machine is a Cat paver. Frank wrote technical specifications for a new machine that were comparable to the existing machine. We advertised these specifications and received pricing from 4 vendors for various asphalt pavers. These four types of machines represent four of the major brands of pavers available on the market today. Despite this only the Cat Paver met the specifications of the bid. I will highlight below the various specifications that were not met. In short, the vendors were forthright and marked clearly the machine that they were bidding did not meet many of the specifications. Some of the missing features can be added with aftermarket parts from third party vendors but the dealership selling the paver declines to include them in bids as they will not offer any support, diagnostics, or trainings. Cat offers support, training, and diagnostic capabilities for every feature of their machine.

I spoke to multiple local paving contractors and researched the market on the internet. Over the past 15 years, Cat has bought out all of their biggest competitors and now control 85% of the market. The other paver brands market is more in the smaller paving applications such as driveways and parking lots. All of the local companies with pavers, including Fahey, Jayhawk, Hamms, Bettis, and Kaaz who own pavers, exclusively own Cat pavers.

The Cat Paver pricing was from the SourceWell 2025 contract number 060122-CAT. As shown on the attached document, this government contract provided an 18% government discount on this machine. Foley also included a customer loyalty discount of \$84,495 in the price breakdown in addition to the standard government pricing.

CAT AP655 features that are not available on the other bids:

- Automatic auger speed - the augers will automatically increase speed as the screed expands and the demand for asphalt increases.
- Grade control systems - They are integrated into the paver control system and can automatically adjust paver settings as needed. Other pavers are available with an ad-on system but they are not integral to the paving controls.

- Generator – The CAT paver has a generator system that is direct drive off of the motor. This removes the need for a belt system between the two, simplifying it and reducing a wear item.
- Mobil Trac system – Allows for the straight tracking of the paver movement. Also capable of friction steering and locking into a constant turning angle to give precise curves while paving.
- Steering wheel – The CAT paver is the only one equipped with a steering wheel, The other pavers are steered via joystick.
- Highway paving – The CAT paver is specifically designed to do long straight stretches of sustained paving. The other pavers are geared towards commercial paving I.E. Parking lots and small patches.
- Deceleration pedal – The other pavers do not come equipped with a deceleration pedal. This pedal allows another way to slow down or stop the machine in an emergency other than the throttle control.
- Fuel savings – The CAT paver has an ECO mode that is advertised to be 20-30% more efficient. The CAT uses 3 GAL/HOUR while operating.
- Paving calculator – CAT pavers have an integrated paving calculator that allows the operator to pave by numbers and calculate the amount of asphalt needed for a certain length of patch. This will reduce excess asphalt loss due to paving thickness. This is not available on other models.
- Fault code access – All of the pavers allow access to fault codes through the operator station. CAT is the only one that has access to a diagnostic program and troubleshooting for the fault codes.
- Seat – The CAT paver is the only one that provides a suspension seat and seatbelt. While this is a simple feature, I think it is a clear indication it is the only machine designed for highway construction/maintenance applications.
- Travel speed – The CAT paver is the only one that allows a travel speed of up to 12 MPH. Other pavers are capable of 6 MPH.
- Training – Foley has a paving specialist in house that will handle training. All other bids are dealers for the pavers they bid, Training will have to come from the manufacturer. CAT training is included with the purchase.

Here is a list of equipment prices that are present on the CAT Bid that is either not included on other bids or is exceeded by CAT. Other features than those listed below are present on the CAT but cannot be added by a third party purchase:

- Aux power Panel - \$8,500
- Wash down system that includes a separate tank for fuel - \$3,500
- Friction steering system - \$6,000
- Ventilation system that uses forced air to redirect fumes completely away from operators – \$11,000
- Power supply panel - \$8,800
- Sonic beam - \$22,200
- Smooth belt Mobil trac system – \$30,000
- 6" Auger extensions - \$1,300

A resale price for our existing machine is going to be provided by Cat when the new machine arrives in approximately 9 months, if purchased. The board of county commissioners may

decide to accept this offer or decline this offer and sell the machine on PurpleWave. The existing machine was not bid as a trade-in or we would have only been able to get the one bid from Cat from what we were being told during the bid preparations. Vendors do not want to sell the competitors used equipment. The resale on a Cat has historically been much higher than on other brands of machines. This will reduce the cost of ownership over the ten year period. I cannot make assumptions regarding the equipment market in ten years but it is possible the Cat could have the lowest or near lowest 10-year cost of ownership despite having a higher upfront cost.

Alternatives: Deny and pay full cost upfront.

Budgetary Impact:

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

Additional Attachments: Bid Tab and Bid Forms

Leavenworth County Public Works Bid Form

The Bid Form must be completed and included in the bid for the following equipment:

(1) One New Self Propelled Track Type Asphalt Paver
(No Demo's). Delivered to Leavenworth County Shop
within 60 days after awarded contract.

Total Cost (Base Bid): \$ 533,688.00

Notice To Bidders:

- * Leavenworth County Reserves the right to reject any and all bids and waive any nonconformity in any submitted bid.
- * Asphalt Paver will be delivered to Leavenworth County Shop within 60 days of award of contract.
- * All Warranties on Asphalt Paver shall be handled by the equipment bidding dealer and will start when asphalt paver is delivered to Leavenworth County.

Bid must be sealed in envelope and clearly marked "Asphalt Paver" on the outside of envelope.

Sealed bids must be received by: Tuesday, March 4, 2025 by 10:00 a.m.

Please submit all sealed bids to:
Leavenworth County Clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

The envelope must be clearly marked
"Asphalt Paver"

Your Company Name: Foley Equipment

Name (Printed): Matt Schuster

Date: 3/4/25

Email address: MtSchuster@foleyeq.com

*Delivery date: September 2025

**Leavenworth County Public Work Depts.
300 Walnut Street, Suite 7
Leavenworth, Kansas 66048**

Leavenworth County is seeking bids for Purchasing 1 (One) New Self-Propelled Asphalt Paver.

GENERAL: Asphalt Paver shall be Self-Propelled Track Type and designed for the placement of asphalt materials. The standard paving range shall be from 8' feet to 15' 6" feet with the capability of paving up to 20' feet.

BASIC SPECIFICATIONS:

	Meets Specs (Y / N)	Comments
Operating weight of asphalt screed with rear-mounted extenders shall be 16240 kg (35,810 lbs.)	Y	
Operating length with push-roller and asphalt screed with rear-mounted extenders shall be 6.11 m (20")	Y	<i>with extensions</i>
Operating length with push-roller and asphalt screed with front-mounted extenders shall be 5.8 m (19')	Y	
Transport width with screed and end gates (hopper raised) shall be 2.72 m (8' 11")	Y	
Transport width without screed and end gates (hopper raised) shall be 2.5 m (8' 2")	Y	
Transport height with muffler, fumes stack and seat lowered shall be 2.82 m (9' 3")	Y	
Truck dump height shall be 576 mm (23")	Y	
The deck height shall be 1.78 m (5' 10")	Y	
<u>ENGINE:</u>		
Engine shall be rated from 135 hp to 145 hp and shall meet the US Tier 3 emission requirements.	Y	
Power de-rating shall not be required up to an altitude of 3000 m (9,842 ft.)	Y	
The fuel capacity shall be 50 gallons	Y	
The deck-mounted cooling system shall exhaust hot air toward the hopper, away from the operators and ground personnel	Y	
The variable -speed fan shall be electronically controlled and hydraulically driven to provide on-demand cooling.	Y	
The on-demand fan operation shall reduce engine power demand, lower sound levels, and increase fuel efficiency.	Y	
Electrical system shall be 24 volts with an 75-Amp alternator and two, 12-volt maintenance-free batteries.	Y	

Meets Specs
(Y / N)

Comments

Powertrain/Steering:

The propel system shall be closed-loop, hydrostatically driven.

Y

The mobile-trac system shall provide two speed ranges. The pave mode shall range from 0 to 61 meters/min (0-200 feet/min). The travel mode shall range from 0-11 km/hr (0-7 mph).

Y

The steering system includes a steering wheel and utilizes electric-over hydraulic dual path differential steering for precise control.

Y

The closed-loop system shall provide straight -line tracking.

Y

Three steering modes include pave, travel and maneuver.

Y

The maneuver mode shall allow the paver to turn within it's own track area by counter-rotating the tracks.

Y

A friction steering option shall provide tension to the steering wheel when in the pave mode for good control in extended turns.

Y

The hydrostatic propel system shall utilize dynamic (hydraulic) braking.

Y

A secondary braking system shall utilize a spring-applied, hydraulically released system that neutralizes the propel pump.

Y

Undercarriage:

The mobil-trac belt shall be a smooth belt and a thickness of 58 mm and (2.3") thick.

Y

The smooth belt shall be 406 mm (16") wide and provide a ground contact area of 1.8 m (19 ft). The smooth shall incorporate a beveled edge that reduces base disturbance.

Y

The hydraulic cylinder, with accumulator and idler shall provide a friction belt tensioning sytem that eliminates manual adjustment.

Y

Hydraulic System:

The hydraulic reservoir shall be common to the propel, material handling and auxiliary systems.

Y

The hydraulic system shall be filtered by a 10-micron intake filter.

Y

The system shall utilize grouped, quick-connect pressure taps for quick easy diagnosis.

Y

Dual Operating Stations:

The dual operating stations shall be equipped with tilting consoles and adjustable suspension seats.

Y

The tilting consoles shall provide multiple positions.

Y

	Meets Specs (Y / N)	Comments
The seats are multi-positional and shall swing-out beyond the machine frame, providing good visibility when working near existing structures.	Y	
The seats shall include an armrest and a 75 mm (3") wide retractable seat belt.	Y	
The steering controls shall move with the operator and remain in the same relative position.	Y	
The operator consoles have a lockable vandal cover and the operating deck shall utilize slip-resistant walkway surfaces.	Y	
An Advisor Monitoring System (AMS) shall be located on the left control console.	Y	
The AMS system shall provide access to a start-up checklist, operator preferences, engine and machine operating parameters, "Paving Calculator" and "Paving by the Numbers".	Y	
The Advisor display shall list fault codes of machine functions.	Y	
The Advisor display shall allow the operator to: calibrate the machine components, set the automatic engine speed control, monitor engine rpm's and operating temperatures, determine the required paving speed and tonnage requirements for a particular job, determine performance parameters, set the optional friction steering tension, and set the screed lower lock function to prevent settling.	Y	
<u>Material Handling System:</u>		
The hopper and auger chamber capacity shall be 10 Tons to 14 Tons	Y	
The truck entry width shall be 3.2 m (10' 6")	Y	
An optional folding front hopper apron shall fold rearward to provide good material flow.	Y	
The conveyors shall utilize independent drives mounted outboard of the mainframes side plates to minimize the width of the center chain cover.	Y	
The auger diameter shall be 406 mm (16'), bolt on, cast NI-hard steel hemi-screws with 304 mm (12") pitch.	Y	
Both auger drive chains shall be housed in a single, center chain drive box that allows material to flow underneath.	Y	
Control of the auger/conveyors shall be controlled by either sonic sensors	Y	
The augers and conveyors shall be reversible.	Y	
The reversible augers shall be able to pull asphalt back into the main screed area when retracting the extenders while the reversible conveyors shall be able to pull asphalt back into the tunnels.	Y	

Meets Specs
(Y / N)

Comments

The ratio of conveyor speed to the maximum auger speed is automatically maintained through the controller when changing the speed, width of paving.

Y

The auger height is hydraulically adjustable with a range of 215 mm (8.5")

Y

Manual control of the auger and conveyor system is provided at the two main screed control boxes and at each extension control box.

Y

Ventilation System:

The paver can be equipped with a ventilation system to remove asphalt gas, vapors and fumes from the auger chamber area.

Y

The system shall consist of a hydraulically-driven exhaust fan that draws fumes through ducts at the rear of the paver.

Y

The gas, vapors and fumes shall be vented through the single exhaust stack on the platform.

Y

Ventilation System:

The ducts shall be formed by adding sheet metal to the top of the conveyor tunnel creating a channel.

Y

The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced.

Y

The ventilation system components (collection hoods or shrouds) shall not block or hamper visibility to the auger chamber area.

Y

Electrical System:

The 24-volt electrical system shall include a master switch located in the lockable compartment on the left side of the machine.

Y

The system shall be compatible with an automatic machine tracking system.

Y

The electrical supply shall be provided by two 12-volt maintenance-free batteries

Y

Circuit Breakers shall provide resets for the electrical circuits.

Y

The electrical wiring shall be wrapped in nylon-braid with soldered connection points.

Y

The wires shall be numbered and color-coded for easy recognition. The terminals shall be molded to the wires.

Y

An on-board generator shall provide 25 KW of power at 60 to 100 Hz to the electric screed and auxiliary power panel.

Y

The auxiliary power panel shall provide 7 KW of power to six, 120-volt GFCI receptacles and one 240-volt receptacle.

Y

Meets Specs
(Y / N)

Comments

Serviceability:

The Advisor display shall list diagnostic fault codes for machine functions making troubleshooting quick and easy.

Y

The hydraulic pump solenoids shall incorporate manual overrides to assist troubleshooting procedures.

Y

The greasable bearings for the augers and conveyors shall utilize remote lubrication points that have been grouped for convenient access. Preventive maintenance points shall be accessed through large swing open doors.

Y

The starting system shall be equipped with a quick-connect jump start post.

Y

The machine shall be equipped with remote drain lines for fluid collection.

Y

Paving Ranges:

The screeds shall be equipped with electric heat.

Y

The paving ranges for an asphalt screed with rear-mounted extenders shall be 2.44 m - 4.74 m (8' - 15' 6").

Y

The maximum paving range for an asphalt screed rear-mounted extenders shall be 6.15 m (20' 2").

Y

The range for an asphalt screed with front-mounted extenders shall be 2.5 m - 4.4 m (8' 2" - 14' 5").

Y

The maximum paving range for an asphalt screed with rear-mounted extender shall be 5.6 m (18' 5").

Y

The maximum paving depth shall be 305 mm (12").

Y

Optional Equipment:

Dual Auger Extensions (Left and Right) 6-Inch

Y

Auxiliary Power Panel

Y

Decelerator Pedals

Y

Standard

Washdown System and Hose Reel.

Y

Dual Sonic Feeder Sensor

Y

Friction Steering

Y

Topcon Grade and Slope Controls

Y

Leveling Devices

Y

Working Lights and LED Warning Beacon Light

Y

Smooth Mobil-Trac Belt (Asphalt Paver Tracking)

Y

Standard

	Meets Specs (Y / N)	Comments
Oscillating Push Roller	Y	
Power Folding Front Apron	Y	
Power Mainframe Extentions	Y	
Screed Extentions	Y	
Tow -Point Indicators (Upper)	Y	

Optional Equipment:

Umbrella Kit	Y	one for operator & screed
Dual Steering Guides	Y	

Product Support:

The seller must be able to submit evidence that it is familiar with the operation and application of the machine and that it is capable of providing routine repairs and parts at the local level.

	Y	
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Seller shall provide 2 (Two) Service manuals to include operation, troubleshooting procedure, wiring diagrams,hydraulic schematics, and disassembly

	Y	
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Seller shall provide 1 (One) maintenance manual to include service schedule and fluid requirements.

	Y	
--	---	--

Seller shall provide 1 (One) parts manual (Machine Specific)

	Y	
--	---	--

If machine utilizes electronic diagnostics, software and cables shall be optioned with bid.

	Y	ET Same as used for MG
--	---	------------------------

Seller shall provide an onsite training for technicians to cover: Maintenance, Adjustments, Operation, and Troubleshooting.

	Y	
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ISO Certification:

The quality system implemented by the manufacturer shall be certified to Quality Standard ISO 9001, 2000. ISO certifying agency and ISO Certificate Number must be available upon request.

	Y	
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Paint:

An iron phosphating pretreatment shall be used. The paint shall meet the ASTM D3359 for adhesion. The paint shall meet the ASTM D610 for corrosion. The paint shall meet the ASTM D1014 for color and gloss retention. Low-solvent, lead-free paint is used for prime and finish coats.

	Y	
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Comments:

Notice To Bidders:

Warranty shall start when asphalt paver is delivered
Warranty shall be a Full Machine, 24 month, to include service call To and From Shop,
Travel Time and Hauling To Repair Shop. (To be include in base price)
Asphalt paver is to be delivered within 60 days of awarded contract.
Any questions call Zac Evans at 913-727-1800 between the hours of 7:30 am to
4:00 pm Monday thru Friday.



Quote 220079-01

Mar 03, 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: AP655 Pavers

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

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: AP655 Pavers

STANDARD EQUIPMENT

POWERTRAIN, CAT turbo-charged diesel engine, Air cleaner, dry-type dual element with, integral precleaner, Air-to-air after cooler (ATAAC), Belt, automatic tensioner, Demand fans, Fuel filter / water separator, Fuel priming pump, electric, Propel system - direct hydrostatic,, dual path drive, electronic control, Dual braking systems (service & parking), Dual propel pump and motor system, Propel modes, pave/travel/maneuver, Speed control system

ELECTRICAL, Alarm, back-up, Alternator, 100-amp, Batteries, two maintenance free,,

OPERATOR ENVIRONMENT, Instrumentation, dual LCD touchscreens, Lockable vandalism guards, Platform handrails / guardrails, Power assist steering, Hour meter, Hopper wing control, independent, 12 V aux power port, -Steering wheel, spring return, -Propel lever with speed control dial, -Ground speed indicator, -Cup holder, -Propel console, tilting, -Control console, tilting, Dual, swing-out operator stations, Automatic engine speed control, diagnostics, system with advanced element, Electronic monitoring and warning

ELECTRICAL, slope ready machine wiring, Plug and play aftermarket grade and, Starting and charging system, 24-volt, Remote jump start receptacle, Product link ready, Machine security system wire-ready, Horn, forward warning, Integrated 70 KW generator, CAT ET diagnostic connector, 1000 CCA each

OPERATOR ENVIRONMENT, Throttle control, high/low idle,,

OTHER STANDARD EQUIPMENT, Screed counterbalance, Screed lock pins, Sight gauges:, -engine coolant, -pump drive, -material feed planetaries, Slow moving vehicle sign (for AM-N), S.O.S. sampling ports, Sound-suppression insulation kit, Steering guide (1), Tow point indicator scales, lower, Vandalism protection caplocks

OPERATOR ENVIRONMENT, ECO-mode and variable, electronic,

APPLICATION SPECIFIC COMPONENTS, Adjustable height augers, hydraulic, cast ni-hard steel, split segment,, 406 mm (16 in) diameter, Electronic auger/feeder control system, -Gateless feeder system, -Manual override, -Reversible, -Variable speed, Heavy-duty feeder flight bars, forged, steel, bushed roller chain, High-hardness, abrasion resistant drag, pans, replaceable, Outboard feeder drives, Remote mounted bearing lube points

FLUIDS, Extended life coolant with protection, to -37C (-35F)

OTHER STANDARD EQUIPMENT, Doors, service access, hinged, locking, Filters, hydraulic, grouped, Fuel tank with sediment drain,, 278 L (73 gal), Grouped lube points, Pressure test ports, hydraulic, quick-connect,

MACHINE SPECIFICATIONS

Description	Reference No
AP655 07A MTS ASPHALT PAVER	584-2858
LANE 2 - AVAILABLE FROM MINNEAPOLIS FACTORY.	
LANE 3 - AVAILABLE FROM MINNEAPOLIS FACTORY.	
Mobil-trac System. Full bogie undercarriage with rubber coated steel mid-wheels. Two-speed planetaries and single speed motors. Automatic hydraulic track tensioning	
AVAILABLE FOR: AM-N and Puerto Rico	
APRON, STR HYD FOLD, MTS	565-4371
FLASHING, STR HYD FOLD	603-0628
PLATE, STANDARD WEAR LIFE	424-9155
PUSH ROLLER, OSCILLATING	488-9800
EXTENSION, MAINFRAME, POWER	433-7577
EXTENSION, 6" AUGER, PAIR	416-4109
ADAPTER, VIBE SCREED	433-6621
TANK, WASHDOWN	424-9195
ENGINE, CAT C4.4	584-1072
HEATER, ENGINE COOLANT, 120V	477-9916
TRACK, MTS, SMOOTH	297-9687
LIGHTS, WORKING	424-0927
SENSOR, FEEDER, SONIC	609-8693
STEERING, FRICTION	416-4119
SEAT, VINYL, DELUXE	416-1447
VENTILATION SYSTEM, NO CANOPY	433-7574
PRODUCT LINK, CELLULAR PLE641	462-2916
COMMISSIONING, NOT NEEDED	0P-2587
INSTRUCTIONS, ANSI	603-6959
PAINT, STANDARD, ANSI/ISO	567-0751
PANEL, POWER SUPPLY	416-2013
LIGHT, HAZARD	198-8284
UMBRELLA, CAT	187-6649
CONTROL, BASE CAT G&S SYSTEM	606-6217
GUIDE, STEERING	273-9969
HOSE, REEL WITH WAND	605-5644
SCREED, SE50 V	428-4845
EXT, POWER FOR MANUAL ENDGATE	450-6610
ENDGATE, ADJUSTABLE CRANK	538-9613
HEATER, ENDGATE	490-1681
PLATES, STD WEAR LIFE WEAR	619-8872
UMBRELLA, SCREED OPERATOR	467-4275
INDICATOR, TOW POINT	435-1067
BEAM, SONIC AVERAGING, CAT G&S	417-1907
CYLINDER KIT, STANDARD	437-0067
CYLINDER KIT, STANDARD	433-7564
SENSOR, SLOPE	362-8687
SENSOR, GRADE, SONIC	602-9481
CASE, SONIC SENSOR	491-0721

SELL PRICE	\$533,688.00
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$533,688.00
PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	\$533,688.00

WARRANTY

Standard Warranty: 12 months unlimited hours
Extended Warranty: PREMIER WARRANTY 24 months 1000 hours with travel
CSA 24 month 1000 hour basic

F.O.B/TERMS

Wichita, KS

Accepted by _____ on _____

Signature

Leavenworth County Public Works Bid Form

The Bid Form must be completed and included in the bid for the following equipment:

(1) One New Self Propelled Track Type Asphalt Paver (No Demo's). Delivered to Leavenworth County Shop within 60 days after awarded contract.

Total Cost (Base Bid): \$ 475,000.00

Notice To Bidders:

- * Leavenworth County Reserves the right to reject any and all bids and waive any nonconformity in any submitted bid.
- * Asphalt Paver will be delivered to Leavenworth County Shop within 60 days of award of contract.
- * All Warranties on Asphalt Paver shall be handled by the equipment bidding dealer and will start when asphalt paver is delivered to Leavenworth County.

Bid must be sealed in envelope and clearly marked "Asphalt Paver" on the outside of envelope.

Sealed bids must be received by: Tuesday, March 4, 2025 by 10:00 a.m.

Please submit all sealed bids to:
Leavenworth County Clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

The envelope must be clearly marked "Asphalt Paver"

Your Company Name: Murphy Tractor & Equipment Co.

Name (Printed): Justin Grisham

Date: 3/3/2025

Email address: Jgrisham@murphytractor.com

*Delivery date: Within 60 days of awarded contract

Comments:

36 Month or 3000 hour full machine factory warranty included with purchase.

Startup training will be completed with both dealer and factory personnel to help train your team on best practices, proper operation, maintenance and use of the machine. 1 week on site for the initial startup. The factory will provide an additional week of remedial training at a later date to follow up on any tasks that need revisited.

Notice To Bidders:

Warranty shall start when asphalt paver is delivered
Waranty shall be a Full Machine, 24 month, to include service call To and From Shop,
Travel Time and Hauling To Repair Shop. (To be include in base price)

Any questions call Zac Evans at 913-727-1800 between the hours of 7:30 am to
4:00 pm Monday thru Friday.

	Meets Specs (Y / N)	Comments
Oscillating Push Roller	Y	
Power Folding Front Apron	Y	
Power Mainframe Extentions	Y	
Screed Extentions	Y	
Tow -Point Indicators (Upper)	Y	
<u>Optional Equipment:</u>		
Umbrella Kit	Y	
Dual Steering Guides	Y	
Product Support:		
The seller must be able to submit evidence that it is familiar with the operation and application of the machine and that it is capable of providing routine repairs and parts at the local level.	Y	World market leader in asphalt pavers, dealer has specialized team for road building products and dedicated techs and specialists in KC
Seller shall provide 2 (Two) Service manuals to include operation, trouble-shooting procedure, wiring diagrams,hydraulic schematics, and disassembly	Y	
Seller shall provide 1 (One) maintenance manual to include service schedule and fluid requirements.	Y	
Seller shall provide 1 (One) parts manual (Machine Specific)	Y	
If machine utilizes electronic diagnostics, software and cables shall be optioned with bid.	Y	All diagnostics on board
Seller shall provide an onsite training for technicians to cover: Maintenance, Adjustments, Operation, and Troubleshooting.	Y	Comprehensive training provided by factory trained technician and product specialist
ISO Certification:		
The quality system implemented by the manufacturer shall be certified to Quality Standard ISO 9001, 2000. ISO certifying agency and ISO Certificate Number must be available upon request.	Y	
Paint:		
An iron phosphating pretreatment shall be used. The paint shall meet the ASTM D3359 for adhesion. The paint shall meet the ASTM D610 for corrosion. The paint shall meet the ASTM D1014 for color and gloss retention. Low-solvent, lead-free paint is used for prime and finish coats.	Y	

	Meets Specs (Y / N)	Comments
<u>Serviceability:</u>		
The Advisor display shall list diagnostic fault codes for machine functions making troubleshooting quick and easy.	Y	
The hydraulic pump solenoids shall incorporate manual overrides to assist troubleshooting procedures.	Y	
The greasable bearings for the augers and conveyors shall utilize remote lubrication points that have been grouped for convenient access. Preventive maintenance points shall be accessed through large swing open doors.	Y	autolube is standard
The starting system shall be equipped with a quick-connect jump start post.	Y	can be added if required Vogele does not recommend Jump posts to prevent damage to system controls
The machine shall be equipped with remote drain lines for fluid collection.	Y	
<u>Paving Ranges:</u>		
The screeds shall be equipped with electric heat.	Y	
The paving ranges for an asphalt screed with rear-mounted extenders shall be 2.44 m - 4.74 m (8' - 15' 6").	Y	
The maximum paving range for an asphalt screed rear-mounted extenders shall be 6.15 m (20' 2").	Y	21'
The range for an asphalt screed with front-mounted extenders shall be 2.5 m - 4.4 m (8' 2" - 14' 5").	Y	
The maximum paving range for an asphalt screed with rear-mounted extender shall be 5.6 m (18' 5").	Y	19'6"
The maximum paving depth shall be 305 mm (12").	Y	
<u>Optional Equipment:</u>		
Dual Auger Extentions (Left and Right) 6-Inch	Y	
Auxiliary Power Panel	Y	
Decelerator Pedals	N	Not required
Washdown System and Hose Reel.	Y	
Dual Sonic Feeder Sensor	Y	
Friction Steering	Y	
Topcon Grade and Slope Controls	Y and N	Vogele leveling system is all integrated, desgined, and installed in house and controlled by vogele
Leveling Devices	Y	Several options catered to the needs of the customer
Working Lights and LED Warning Beacon Light	Y	
Smooth Mobil-Trac Belt (Asphalt Paver Tracking)	Y	

	Meets Specs (Y / N)	Comments
The ratio of conveyor speed to the maximum auger speed is automatically maintained through the controller when changing the speed, width of paving.	Y	
The auger height is hydraulically adjustable with a range of 215 mm (8.5")	N	6" of adjustment
Manual control of the auger and conveyor system is provided at the two main screed control boxes and at each extension control box.	Y	
<u>Ventilation System:</u>		
The paver can be equipped with a ventilation system to remove asphalt gas, vapors and fumes from the auger chamber area.	Y	
The system shall consist of a hydraulically-driven exhaust fan that draws fumes through ducts at the rear of the paver.	Y	
The gas, vapors and fumes shall be vented through the single exhaust stack on the platform.	Y	
<u>Ventilation System:</u>		
The ducts shall be formed by adding sheet metal to the top of the conveyor tunnel creating a channel.	Y	See attached
The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced.	Y	See attached
The ventilation system components (collection hoods or shrouds) shall not block or hamper visibility to the auger chamber area.	Y	See attached
<u>Electrical System:</u>		
The 24-volt electrical system shall include a master switch located in the lockable compartment on the left side of the machine.	Y	
The system shall be compatible with an automatic machine tracking system.	Y	
The electrical supply shall be provided by two 12-volt maintenance-free batteries	Y	
Circuit Breakers shall provide resets for the electrical circuits.	Y	
The electrical wiring shall be wrapped in nylon-braid with soldered connection points.	Y	
The wires shall be numbered and color-coded for easy recognition. The terminals shall be molded to the wires.	Y	
An on-board generator shall provide 25 KW of power at 60 to 100 Hz to the electric screed and auxiliary power panel.	Y	
The auxiliary power panel shall provide 7 KW of power to six, 120-volt GFCI receptacles and one 240-volt receptacle.	Y	Vogele has a different screed heater plug configuration

	Meets Specs (Y / N)	Comments
The seats are multi-positional and shall swing-out beyond the machine frame, providing good visibility when working near existing structures.	Y	
The seats shall include an armrest and a 75 mm (3") wide retractable seat belt.	Y	
The steering controls shall move with the operator and remain in the same relative position.	Y	
The operator consoles have a lockable vandal cover and the operating deck shall utilize slip-resistant walkway surfaces.	Y	
An Advisor Monitoring System (AMS) shall be located on the left control console.	Y	Vogele has its own operating system with operation help and onboard diagnostics
The AMS system shall provide access to a start-up checklist, operator preferences, engine and machine operating parameters, "Paving Calculator" and "Paving by the Numbers".	Y	
The Advisor display shall list fault codes of machine functions.	Y	
The Advisor display shall allow the operator to: calibrate the machine components, set the automatic engine speed control, monitor engine rpm's and operating temperatures, determine the required paving speed and tonnage requirements for a particular job, determine performance parameters, set the optional friction steering tension, and set the screed lower lock function to prevent settling.	Y	
<u>Material Handling System:</u>		
The hopper and auger chamber capacity shall be 10 Tons to 14 Tons	Y	14.3 tons
The truck entry width shall be 3.2 m (10' 6")	Y	10' 9"
An optional folding front hopper apron shall fold rearward to provide good material flow.	Y	
The conveyors shall utilize independent drives mounted outboard of the mainframes side plates to minimize the width of the center chain cover.	Y	
The auger diameter shall be 406 mm (16"), bolt on, cast NI-hard steel hemi-screws with 304 mm (12") pitch.	Y	
Both auger drive chains shall be housed in a single, center chain drive box that allows material to flow underneath.	Y	
Control of the auger/conveyors shall be controlled by either sonic sensors	Y	
The augers and conveyors shall be reversible.	Y	
The reversible augers shall be able to pull asphalt back into the main screed area when retracting the extenders while the reversible conveyors shall be able to pull asphalt back into the tunnels.	Y and N	We don't reverse our conveyor, there are fill level sensors that stop advancement of material at a pre determined height

Powertrain/Steering:

The propel system shall be closed-loop, hydrostically driven.

The mobile-trac system shall provide two speed ranges. The pave mode shall range from 0 to 61 meters/min (0-200 feet/min). The travel mode shall range from 0-11 km/hr (0-7 mph).

The steering system includes a steering wheel and utilizes electric-over hydraulic dual path differential steering for precise control.

The closed-loop system shall provide straight -line tracking.

Three steering modes include pave, travel and maneuver.

The maneuver mode shall allow the paver to turn within it's own track area by counter-rotating the tracks.

A friction steering option shall provide tension to the steering wheel when in the pave mode for good control in extended turns.

The hydrostatic propel system shall utilize dynamic (hydraulic) braking.

A secondary braking system shall utilize a spring-applied, hydraulically released system that neutralizes the propel pump.

Undercarriage:

The mobil-trac belt shall be a smooth belt and a thickness of 58 mm and (2.3") thick.

The smooth belt shall be 406 mm (16") wide and provide a ground contact area of 1.8 m (19 ft). The smooth shall incorporate a beveled edge that reduces base disturbance.

The hydraulic cylinder, with accumulator and idler shall provide a friction belt tensioning system that eliminates manual adjustment.

Hydraulic System:

The hydraulic reservoir shall be common to the propel, material handling and auxiliary systems.

The hydraulic system shall be filtered by a 10-micron intake filter.

The system shall utilize grouped, quick-connect pressure taps for quick easy diagnosis.

Dual Operating Stations:

The dual operating stations shall be equipped with tilting consoles and adjustable suspension seats.

The tilting consoles shall provide multiple positions.

Meets Specs (Y / N)	Comments
Y	
Y	0-250 fpm and 0-7.5 mph
Y and N	No steering wheel on our track paver, dual path hydrostat w/ single lever control
Y	
Y	two steer modes for pave and travel
Y	button for counter rotate
N	No steering wheel. lever steer spring loaded returns to center and keeps tracks consistent
Y	
Y	
Y	2.5" thick
Y	16"
Y	
Y	
Y	
Y	
N	operating console is sliding, does not require two seats or two consoles
Y	

**Leavenworth County Public Work Depts.
300 Walnut Street, Suite 7
Leavenworth, Kansas 66048**

Leavenworth County is seeking bids for Purchasing 1 (One) New Self-Propelled Asphalt Paver.

GENERAL: Asphalt Paver shall be Self-Propelled Track Type and designed for the placement of asphalt materials. The standard paving range shall be from 8' feet to 15' 6" feet with the capability of paving up to 20' feet.

BASIC SPECIFICATIONS:

	Meets Specs (Y / N)	Comments
Operating weight of asphalt screed with rear-mounted extenders shall be 16240 kg (35,810 lbs.)	Y	40,000lbs
Operating length with push-roller and asphalt screed with rear-mounted extenders shall be 6.11 m (20")	Y	19' 4"
Operating length with push-roller and asphalt screed with front-mounted extenders shall be 5.8 m (19')	Y	18' 5"
Transport width with screed and end gates (hopper raised) shall be 2.72 m (8' 11")	Y	8'6"
Transport width without screed and end gates (hopper raised) shall be 2.5 m (8' 2")	Y	8'
Transport height with muffler, fumes stack and seat lowered shall be 2.82 m (9' 3")	Y	9' 8" w/canopy, 9' w/o
Truck dump height shall be 576 mm (23")	Y	24"
The deck height shall be 1.78 m (5' 10")	?	
<u>ENGINE:</u>		
Engine shall be rated from 135 hp to 145 hp and shall meet the US Tier 3 emission requirements.	Y	173 HP (160 in ECO mode)
Power de-rating shall not be required up to an altitude of 3000 m (9,842 ft.)	Y	
The fuel capacity shall be 50 gallons	Y	58
The deck-mounted cooling system shall exhaust hot air toward the hopper, away from the operators and ground personnel	Y	
The variable -speed fan shall be electronically controlled and hydraulically driven to provide on-demand cooling.	Y	
The on-demand fan operation shall reduce engine power demand, lower sound levels, and increase fuel efficiency.	Y	
Electrical system shall be 24 volts with an 75-Amp alternator and two, 12-volt maintenance-free batteries.	Y	

Leavenworth County Public Works Bid Form

The Bid Form must be completed and included in the bid for the following equipment:

(1) One New Self Propelled Track Type Asphalt Paver
(No Demo's). Delivered to Leavenworth County Shop
within 60 days after awarded contract.

Model: Bomag 820T

Total Cost (Base Bid): \$ 452,000.00

Notice To Bidders:

- * Leavenworth County Reserves the right to reject any and all bids and waive any nonconformity in any submitted bid.
- * Asphalt Paver will be delivered to Leavenworth County Shop within 60 days of award of contract.
- * All Warranties on Asphalt Paver shall be handled by the equipment bidding dealer and will start when asphalt paver is delivered to Leavenworth County.

Bid must be sealed in envelope and clearly marked "Asphalt Paver" on the outside of envelope.

Sealed bids must be received by: Tuesday, March 4, 2025 by 10:00 a.m.

Please submit all sealed bids to:
Leavenworth County Clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

The envelope must be clearly marked
"Asphalt Paver"

Your Company Name: GW VAN KEPPEL, CO

Name (Printed): CHRIS LUND

Date: 3/3/2025

Email address: CLUND@VANKEPPEL.COM

*Delivery date: WITHIN 30 DAYS FROM DATE OF ORDER

**Leavenworth County Public Work Depts.
300 Walnut Street, Suite 7
Leavenworth, Kansas 66048**

Leavenworth County is seeking bids for Purchasing 1 (One) New Self-Propelled Asphalt Paver.

GENERAL: Asphalt Paver shall be Self-Propelled Track Type and designed for the placement of asphalt materials. The standard paving range shall be from 8' feet to 15' 6" feet with the capability of paving up to 20' feet.

BASIC SPECIFICATIONS:

	Meets Specs (Y / N)	Comments
Operating weight of asphalt screed with rear-mounted extenders shall be 16240 kg (35,810 lbs.)	Yes	
Operating length with push-roller and asphalt screed with rear-mounted extenders shall be 6.11 m (20")	Yes	
Operating length with push-roller and asphalt screed with front-mounted extenders shall be 5.8 m (19')	No	Do not offer a FMS
Transport width with screed and end gates (hopper raised) shall be 2.72 m (8' 11")	Yes	
Transport width without screed and end gates (hopper raised) shall be 2.5 m (8' 2")	No	8 feet 6 inches with no screed or endgates
Transport height with muffler, fumes stack and seat lowered shall be 2.82 m (9' 3")	No	10 feet minimum height
Truck dump height shall be 576 mm (23")	Yes	
The deck height shall be 1.78 m (5' 10")	Yes	
ENGINE:		
Engine shall be rated from 135 hp to 145 hp and shall meet the US Tier 3 emission requirements.	No	160 horsepower with meeting US T4F emission Requirements
Power de-rating shall not be required up to an altitude of 3000 m (9,842 ft.)	Yes	
The fuel capacity shall be 50 gallons	No	47.5 gal
The deck-mounted cooling system shall exhaust hot air toward the hopper, away from the operators and ground personnel	Yes	
The variable -speed fan shall be electronically controlled and hydraulically driven to provide on-demand cooling.	Yes	
The on-demand fan operation shall reduce engine power demand, lower sound levels, and increase fuel efficiency.	Yes	
Electrical system shall be 24 volts with an 75-Amp alternator and two, 12-volt maintenance-free batteries.	Partially	12v system with 130amp alternator

Powertrain/Steering:

The propel system shall be closed-loop, hydrostatically driven.

Meets Specs
(Y / N)

Comments

Yes

The mobile-trac system shall provide two speed ranges. The pave mode shall range from 0 to 61 meters/min (0-200 feet/min). The travel mode shall range from 0-11 km/hr (0-7 mph).

Yes

The steering system includes a steering wheel and utilizes electric-over hydraulic dual path differential steering for precise control.

Yes

The closed-loop system shall provide straight -line tracking.

Yes

Three steering modes include pave, travel and maneuver.

Yes

The maneuver mode shall allow the paver to turn within it's own track area by counter-rotating the tracks.

Yes

A friction steering option shall provide tension to the steering wheel when in the pave mode for good control in extended turns.

No

The hydrostatic propel system shall utilize dynamic (hydraulic) braking.

Yes

A secondary braking system shall utilize a spring-applied, hydraulically released system that neutralizes the propel pump.

Yes

Undercarriage:

The mobil-trac belt shall be a smooth belt and a thickness of 58 mm and (2.3") thick.

Yes

The smooth belt shall be 406 mm (16") wide and provide a ground contact area of 1.8 m (19 ft). The smooth shall incorporate a beveled edge that reduces base disturbance.

Partially

14in wide, 115ft
ground contact area
(99in * 14in)

The hydraulic cylinder, with accumulator and idler shall provide a friction belt tensioning system that eliminates manual adjustment.

Yes

Hydraulic System:

The hydraulic reservoir shall be common to the propel, material handling and auxiliary systems.

Yes

The hydraulic system shall be filtered by a 10-micron intake filter.

Yes

The system shall utilize grouped, quick-connect pressure taps for quick easy diagnosis.

Yes

Dual Operating Stations:

The dual operating stations shall be equipped with tilting consoles and adjustable suspension seats.

Yes

The tilting consoles shall provide multiple positions.

Yes

	Meets Specs (Y / N)	Comments
The seats are multi-positional and shall swing-out beyond the machine frame, providing good visibility when working near existing structures.	Yes	
The seats shall include an armrest and a 75 mm (3") wide retractable seat belt.	Partially	No seat belt, has armrest
The steering controls shall move with the operator and remain in the same relative position.	Yes	
The operator consoles have a lockable vandal cover and the operating deck shall utilize slip-resistant walkway surfaces.	Yes	
An Advisor Monitoring System (AMS) shall be located on the left control console.	Yes	
The AMS system shall provide access to a start-up checklist, operator preferences, engine and machine operating parameters, "Paving Calculator" and "Paving by the Numbers".	No	
The Advisor display shall list fault codes of machine functions.	Yes	
The Advisor display shall allow the operator to: calibrate the machine components, set the automatic engine speed control, monitor engine rpm's and operating temperatures, determine the required paving speed and tonnage requirements for a particular job, determine performance parameters, set the optional friction steering tension, and set the screed lower lock function to prevent settling.	Partially	Does not have the ability to do jobsite calculations and friction steering
<u>Material Handling System:</u>		
The hopper and auger chamber capacity shall be 10 Tons to 14 Tons	Yes	
The truck entry width shall be 3.2 m (10' 6")	Yes	
An optional folding front hopper apron shall fold rearward to provide good material flow.	No	Not needed with BOMAG hopper design
The conveyors shall utilize independent drives mounted outboard of the mainframes side plates to minimize the width of the center chain cover.	No	Drives mounted inboard and use flow gates to have independent drive for
The auger diameter shall be 406 mm (16"), bolt on, cast NI-hard steel hemi-screws with 304 mm (12") pitch.	Yes	
Both auger drive chains shall be housed in a single, center chain drive box that allows material to flow underneath.	Yes	
Control of the auger/conveyors shall be controlled by either sonic sensors	Yes	
The augers and conveyors shall be reversible.	Yes	
The reversible augers shall be able to pull asphalt back into the main screed area when retracting the extenders while the reversible conveyors shall be able to pull asphalt back into the tunnels.	Yes	

The ratio of conveyor speed to the maximum auger speed is automatically maintained through the controller when changing the speed, width of paving.

Meets Specs
(Y / N)

Comments

No

The auger height is hydraulically adjustable with a range of 215 mm (8.5")

Yes

Manual control of the auger and conveyor system is provided at the two main screed control boxes and at each extension control box.

Yes

Ventilation System:

The paver can be equipped with a ventilation system to remove asphalt gas, vapors and fumes from the auger chamber area.

Yes

Standard include

The system shall consist of a hydraulically-driven exhaust fan that draws fumes through ducts at the rear of the paver.

Yes

The gas, vapors and fumes shall be vented through the single exhaust stack on the platform.

Yes

Ventilation System:

The ducts shall be formed by adding sheet metal to the top of the conveyor tunnel creating a channel.

Yes

The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced.

No

The ventilation system components (collection hoods or shrouds) shall not block or hamper visibility to the auger chamber area.

Yes

Electrical System:

The 24-volt electrical system shall include a master switch located in the lockable compartment on the left side of the machine.

Partially

12v system, master switch on the right side. Can lock the switch.

The system shall be compatible with an automatic machine tracking system.

Yes

The electrical supply shall be provided by two 12-volt maintenance-free batteries

Yes

Circuit Breakers shall provide resets for the electrical circuits.

Yes

The electrical wiring shall be wrapped in nylon-braid with soldered connection points.

Partially

Some are soldered, some are crimped

The wires shall be numbered and color-coded for easy recognition. The terminals shall be molded to the wires.

Yes

An on-board generator shall provide 25 KW of power at 60 to 100 Hz to the electric screed and auxiliary power panel.

Yes

The auxiliary power panel shall provide 7 KW of power to six, 120-volt GFCI receptacles and one 240-volt receptacle.

Partially

No 240v receptacle, 3 120v GFCI receptacles

Meets Specs
(Y / N)

Comments

Serviceability:

The Advisor display shall list diagnostic fault codes for machine functions making troubleshooting quick and easy.

Yes

The hydraulic pump solenoids shall incorporate manual overrides to assist troubleshooting procedures.

Yes

The greasable bearings for the augers and conveyors shall utilize remote lubrication points that have been grouped for convenient access. Preventive maintenance points shall be accessed through large swing open doors.

Yes

The starting system shall be equipped with a quick-connect jump start post.

Yes

The machine shall be equipped with remote drain lines for fluid collection.

Yes

Paving Ranges:

The screeds shall be equipped with electric heat.

Yes

The paving ranges for an asphalt screed with rear-mounted extenders shall be 2.44 m - 4.74 m (8' - 15' 6").

Yes

The maximum paving range for an asphalt screed rear-mounted extenders shall be 6.15 m (20' 2").

No

20ft maximum

The range for an asphalt screed with front-mounted extenders shall be 2.5 m - 4.4 m (8' 2" - 14' 5").

No

The maximum paving range for an asphalt screed with rear-mounted extender shall be 5.6 m (18' 5").

No

The maximum paving depth shall be 305 mm (12").

Yes

Optional Equipment:

Dual Auger Extentions (Left and Right) 6-Inch

Yes

Auxiliary Power Panel

Yes

Decelerator Pedals

No

Washdown System and Hose Reel.

Yes

Dual Sonic Feeder Sensor

Yes

Friction Steering

No

Topcon Grade and Slope Controls

Yes

Leveling Devices

Yes

Working Lights and LED Warning Beacon Light

Yes

Smooth Mobil-Trac Belt (Asphalt Paver Tracking)

Yes

	Meets Specs (Y / N)	Comments
Oscillating Push Roller	Yes	
Power Folding Front Apron	No	Not needed on CR Pavers
Power Mainframe Extentions	Yes	
Screed Extentions	Yes	
Tow -Point Indicators (Upper)	No	
<u>Optional Equipment:</u>		
Umbrella Kit	Yes	
Dual Steering Guides	Yes	
Product Support:		
The seller must be able to submit evidence that it is familiar with the operation and application of the machine and that it is capable of providing routine repairs and parts at the local level.	Yes	
Seller shall provide 2 (Two) Service manuals to include operation, trouble-shooting procedure, wiring diagrams,hydraulic schematics, and disassembly	Yes	
Seller shall provide 1 (One) maintenance manual to include service schedule and fluid requirements.	Yes	
Seller shall provide 1 (One) parts manual (Machine Specific)	Yes	
If machine utilizes electronic diagnostics, software and cables shall be optioned with bid.	No	
Seller shall provide an onsite training for technicians to cover: Maintenance, Adjustments, Operation, and Troubleshooting.	Yes	
ISO Certification:		
The quality system implemented by the manufacturer shall be certified to Quality Standard ISO 9001, 2000. ISO certifying agency and ISO Certificate Number must be available upon request.	No	
Paint:		
An iron phosphating pretreatment shall be used. The paint shall meet the ASTM D3359 for adhesion, The paint shall meet the ASTM D610 for corrosion. The paint shall meet the ASTM D1014 for color and gloss retention. Low-solvent, lead-free paint is used for prime and finish coats.	Meets Industry standard	

Comments:

Notice To Bidders:

Warranty shall start when asphalt paver is delivered
Warranty shall be a Full Machine, 24 month, to include service call To and From Shop,
Travel Time and Hauling To Repair Shop. (To be include in base price)
Asphalt paver is to be delivered within 60 days of awarded contract.
Any questions call Zac Evans at 913-727-1800 between the hours of 7:30 am to
4:00 pm Monday thru Friday.

Leavenworth County Public Works Bid Form

The Bid Form must be completed and included in the bid for the following equipment:

(1) One New Self Propelled Track Type Asphalt Paver
(No Demo's). Delivered to Leavenworth County Shop
within 60 days after awarded contract.

Total Cost (Base Bid): \$ 417,000.00

Notice To Bidders:

- * Leavenworth County Reserves the right to reject any and all bids any submitted bid.
- * Asphalt Paver will be delivered to Leavenworth County Shop with
- * All Warranties on Asphalt Paver shall be handled by the equipment when asphalt paver is delivered to Leavenworth County.



The Authority for
Heavy Equipment and Cranes

www.kirby-smith.com



Joel Thomason
Governmental & Paving
Sales Representative

8320 Ruby Avenue, Kansas City, KS 66111 jthomason@kirby-smith.com
877-851-5729 • 913-850-6300 • Fax: 913-850-6319 Cell: 816-610-9796

Bid must be sealed in envelope and clearly marked "Asphalt Paver" on the outside of envelope.

Sealed bids must be received by: **Tuesday, March 4, 2025 by 10:00 a.m.**

Please submit all sealed bids to:
Leavenworth County Clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

The envelope must be clearly marked
"Asphalt Paver"

Your Company Name: KIRBY-SMITH MACHINERY INC.

Name (Printed): JOEL THOMASON

Date: 3-3-2025

Email address: JTHOMASON@KIRBY-SMITH.COM

*Delivery date: 45-90 DAYS FROM PURCHASE ORDER DATE

**Leavenworth County Public Work Depts.
300 Walnut Street, Suite 7
Leavenworth, Kansas 66048**

Leavenworth County is seeking bids for Purchasing 1 (One) New Self-Propelled Asphalt Paver.

GENERAL: Asphalt Paver shall be Self-Propelled Track Type and designed for the placement of asphalt materials. The standard paving range shall be from 8' feet to 15' 6" feet with the capability of paving up to 20' feet.

BASIC SPECIFICATIONS:

	Meets Specs (Y/N)	Comments
Operating weight of asphalt screed with rear-mounted extenders shall be 16240 kg (35,810 lbs.)	YES	36,000 lbs Front Mount
Operating length with push-roller and asphalt screed with rear-mounted extenders shall be 6.11 m (20")	NA	
Operating length with push-roller and asphalt screed with front-mounted extenders shall be 5.8 m (19')	NO	18' 7"
Transport width with screed and end gates (hopper raised) shall be 2.72 m (8' 11")	NO	8' 6"
Transport width without screed and end gates (hopper raised) shall be 2.5 m (8' 2")	NO	8' 4"
Transport height with muffler, fumes stack and seat lowered shall be 2.82 m (9' 3")	NO	8' 9"
Truck dump height shall be 576 mm (23")	NO	25"
The deck height shall be 1.78 m (5' 10")	NO	4' 6"
<u>ENGINE:</u>		
Engine shall be rated from 135 hp to 145 hp and shall meet the US Tier 3 emission requirements.	NO	210 HP
Power de-rating shall not be required up to an altitude of 3000 m (9,842 ft.)	YES	
The fuel capacity shall be 50 gallons	YES	
The deck-mounted cooling system shall exhaust hot air toward the hopper, away from the operators and ground personnel	YES	
The variable -speed fan shall be electronically controlled and hydraulically driven to provide on-demand cooling.	NO	DIRECT DRIVEN
The on-demand fan operation shall reduce engine power demand, lower sound levels, and increase fuel efficiency.	NO	
Electrical system shall be 24 volts with an 75-Amp alternator and two, 12-volt maintenance-free batteries.	NO	120 AMP, 12 VOLT, 2-12 VOLT Bt

	Meets Specs (Y/N)	Comments
<u>Powertrain/Steering:</u>		
The propel system shall be closed-loop, hydrostatically driven.	YES	
The mobile-trac system shall provide two speed ranges. The pave mode shall range from 0 to 61 meters/min (0-200 feet/min). The travel mode shall range from 0-11 km/hr (0-7 mph).	NO	0-300 & 0-6 MPH
The steering system includes a steering wheel and utilizes electric-over hydraulic dual path differential steering for precise control.	NO	JOYSTICK OR STEERING KNOB
The closed-loop system shall provide straight -line tracking.	YES	
Three steering modes include pave, travel and maneuver.	NO	4 MODES
The maneuver mode shall allow the paver to turn within it's own track area by counter-rotating the tracks.	YES	
A friction steering option shall provide tension to the steering wheel when in the pave mode for good control in extended turns.	NO	AVAILABLE ON STEERING KNOB
The hydrostatic propel system shall utilize dynamic (hydraulic) braking.	YES	
A secondary braking system shall utilize a spring-applied, hydraulically released system that neutralizes the propel pump.	YES	
<u>Undercarriage:</u>		
The mobil-trac belt shall be a smooth belt and a thickness of 58 mm and (2.3") thick.	YES	
The smooth belt shall be 406 mm (16") wide and provide a ground contact area of 1.8 m (19 ft). The smooth shall incorporate a beveled edge that reduces base disturbance.	NO	16' 8" & 14"
The hydraulic cylinder, with accumulator and idler shall provide a friction belt tensioning sytem that eliminates manual adjustment.	YES	
<u>Hydraulic System:</u>		
The hydraulic reservoir shall be common to the propel, material handling and auxiliary systems.	YES	
The hydraulic system shall be filtered by a 10-micron intake filter.	YES	
The system shall utilize grouped, quick-connect pressure taps for quick easy diagnosis.	YES	
<u>Dual Operating Stations:</u>		
The dual operating stations shall be equipped with tilting consoles and adjustable suspension seats.	NO	NOT A SUSPENSION SEAT
The tilting consoles shall provide multiple positions.	YES	

	Meets Specs (Y / N)	Comments
The seats are multi-positional and shall swing-out beyond the machine frame, providing good visibility when working near existing structures.	YES	
The seats shall include an armrest and a 75 mm (3") wide retractable seat belt.	NO	NO SEATBELT
The steering controls shall move with the operator and remain in the same relative position.	YES	
The operator consoles have a lockable vandal cover and the operating deck shall utilize slip-resistant walkway surfaces.	YES	
An Advisor Monitoring System (AMS) shall be located on the left control console.	NO	HAVE MONITORING SYSTEM BUT NOT AMS
The AMS system shall provide access to a start-up checklist, operator preferences, engine and machine operating parameters, "Paving Calculator" and "Paving by the Numbers".	NO	
The Advisor display shall list fault codes of machine functions.	YES	
The Advisor display shall allow the operator to: calibrate the machine components, set the automatic engine speed control, monitor engine rpm's and operating temperatures, determine the required paving speed and tonnage requirements for a particular job, determine performance parameters, set the optional friction steering tension, and set the screed lower lock function to prevent settling.	NO	
<u>Material Handling System:</u>		
The hopper and auger chamber capacity shall be 10 Tons to 14 Tons	NO	15 TONS
The truck entry width shall be 3.2 m (10' 6")	NO	10'
An optional folding front hopper apron shall fold rearward to provide good material flow.	YES	
The conveyors shall utilize independent drives mounted outboard of the mainframes side plates to minimize the width of the center chain cover.	YES	
The auger diameter shall be 406 mm (16"), bolt on, cast NI-hard steel hemi-screws with 304 mm (12") pitch.	YES	
Both auger drive chains shall be housed in a single, center chain drive box that allows material to flow underneath.	YES	
Control of the auger/conveyors shall be controlled by either sonic sensors	YES	
The augers and conveyors shall be reversible.	YES	
The reversible augers shall be able to pull asphalt back into the main screed area when retracting the extenders while the reversible conveyors shall be able to pull asphalt back into the tunnels.	YES	

	Meets Specs (Y / N)	Comments
The ratio of conveyor speed to the maximum auger speed is automatically maintained through the controller when changing the speed, width of paving.	NO	
The auger height is hydraulically adjustable with a range of 215 mm (8.5")	NO	2.5"
Manual control of the auger and conveyor system is provided at the two main screed control boxes and at each extension control box.	YES	
<u>Ventilation System:</u>		
The paver can be equipped with a ventilation system to remove asphalt gas, vapors and fumes from the auger chamber area.	YES	
The system shall consist of a hydraulically-driven exhaust fan that draws fumes through ducts at the rear of the paver.	YES	
The gas, vapors and fumes shall be vented through the single exhaust stack on the platform.	YES	
<u>Ventilation System:</u>		
The ducts shall be formed by adding sheet metal to the top of the conveyor tunnel creating a channel.	NO	
The system shall include a gauge that measures the proportional air velocity to help identify when the system needs to be cleaned or serviced.	NO	
The ventilation system components (collection hoods or shrouds) shall not block or hamper visibility to the auger chamber area.	YES	
<u>Electrical System:</u>		
The 24-volt electrical system shall include a master switch located in the lockable compartment on the left side of the machine.	NO	12 VOLT SYSTEM HAVE MASTER SWITCH
The system shall be compatible with an automatic machine tracking system.	YES	
The electrical supply shall be provided by two 12-volt maintenance-free batteries	YES	
Circuit Breakers shall provide resets for the electrical circuits.	NO	SOME FUSES SOME CIRCUIT BREAKERS
The electrical wiring shall be wrapped in nylon-braid with soldered connection points.	YES	
The wires shall be numbered and color-coded for easy recognition. The terminals shall be molded to the wires.	YES	
An on-board generator shall provide 25 KW of power at 60 to 100 Hz to the electric screed and auxiliary power panel.	YES	34 KW
The auxiliary power panel shall provide 7 KW of power to six, 120-volt GFCI receptacles and one 240-volt receptacle.	NO	1- 110 LOCATION

	Meets Specs (Y / N)	Comments
Serviceability:		
The Advisor display shall list diagnostic fault codes for machine functions making troubleshooting quick and easy.	YES	
The hydraulic pump solenoids shall incorporate manual overrides to assist troubleshooting procedures.	YES	
The greasable bearings for the augers and conveyors shall utilize remote lubrication points that have been grouped for convenient access. Preventive maintenance points shall be accessed through large swing open doors.	YES	
The starting system shall be equipped with a quick-connect jump start post.	NO	
The machine shall be equipped with remote drain lines for fluid collection.	YES	
Paving Ranges:		
The screeds shall be equipped with electric heat.	YES	
The paving ranges for an asphalt screed with rear-mounted extenders shall be 2.44 m - 4.74 m (8' - 15' 6").	NA	
The maximum paving range for an asphalt screed rear-mounted extenders shall be 6.15 m (20' 2").	NA	
The range for an asphalt screed with front-mounted extenders shall be 2.5 m - 4.4 m (8' 2" - 14' 5").	YES	
The maximum paving range for an asphalt screed with rear-mounted extender shall be 5.6 m (18' 5").	NA	
The maximum paving depth shall be 305 mm (12").	NO	10"
Optional Equipment:		
Dual Auger Extensions (Left and Right) 6-Inch	NO	
Auxiliary Power Panel	NO	
Decelerator Pedals	NO	
Washdown System and Hose Reel.	YES	
Dual Sonic Feeder Sensor	YES	
Friction Steering	YES	
Topcon Grade and Slope Controls	YES	
Leveling Devices	YES	
Working Lights and LED Warning Beacon Light	YES	
Smooth Mobil-Trac Belt (Asphalt Paver Tracking)	NO	

	Meets Specs (Y/N)	Comments
Oscillating Push Roller	YES	
Power Folding Front Apron	YES	
Power Mainframe Extensions	YES	
Screed Extensions	YES	
Tow -Point Indicators (Upper)	YES	
Optional Equipment:		
Umbrella Kit	YES	
Dual Steering Guides	YES	
Product Support:		
The seller must be able to submit evidence that it is familiar with the operation and application of the machine and that it is capable of providing routine repairs and parts at the local level.	YES	
Seller shall provide 2 (Two) Service manuals to include operation, trouble-shooting procedure, wiring diagrams,hydraulic schematics, and disassembly	YES	
Seller shall provide 1 (One) maintenance manual to include service schedule and fluid requirements.	YES	
Seller shall provide 1 (One) parts manual (Machine Specific)	YES	
If machine utilizes electronic diagnostics, software and cables shall be optioned with bid.	NO	
Seller shall provide an onsite training for technicians to cover: Maintenance, Adjustments, Operation, and Troubleshooting.	YES	
ISO Certification:		
The quality system implemented by the manufacturer shall be certified to Quality Standard ISO 9001, 2000. ISO certifying agency and ISO Certificate Number must be available upon request.	YES	
Paint:		
An iron phosphating pretreatment shall be used. The paint shall meet the ASTM D3359 for adhesion. The paint shall meet the ASTM D610 for corrosion. The paint shall meet the ASTM D1014 for color and gloss retention. Low-solvent, lead-free paint is used for prime and finish coats.	YES	

Comments:

Notice To Bidders:

Warranty shall start when asphalt paver is delivered
Waranty shall be a Full Machine, 24 month, to include service call To and From Shop,
Travel Time and Hauling To Repair Shop. (To be include in base price)

Any questions call Zac Evans at 913-727-1800 between the hours of 7:30 am to
4:00 pm Monday thru Friday.

**Solicitation Number: RFP #060122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Caterpillar Inc., 510 Lake Cook Road, Suite 100, Deerfield, IL 60015 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

Upon request made to participating dealer of Supplier, from a Participating Entity identifying themselves as a Sourcewell participating entity by providing their Sourcewell participating entity number and contract number, formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there will be no delivery charges from Supplier's local participating dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are

clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and will not be obligated to provide Equipment, Products, or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier's Participating Dealer with payment made to the dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, other required transaction documentation, or any Participating Addendum, are to be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Caterpillar is permitted to subcontract certain of its rights and obligations to Caterpillar dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY. Intentionally omitted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Caterpillar Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Patrick Kearns
By: 68A87926721B4E0...
Patrick Kearns
Title: North America Industry Manager
General Construction & Infrastructure

Date: 7/29/2022 | 1:01 PM CDT

Date: 8/1/2022 | 1:17 PM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/1/2022 | 3:18 PM CDT

RFP 060122 - Roadway Paving Equipment

Vendor Details

Company Name: Caterpillar Inc
100 NE Adams St
Address: Peoria, IL 61629
Contact: Tirena Pavelka
Email: pavelka_tirena_l@cat.com
Phone: 309-675-1589
HST#:

Submission Details

Created On: Friday April 29, 2022 09:54:06
Submitted On: Thursday May 26, 2022 13:28:13
Submitted By: Tirena Pavelka
Email: pavelka_tirena_l@cat.com
Transaction #: 474889f2-f62f-4846-b0ef-391619c052a6
Submitter's IP Address: 199.247.32.78

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	71555
5	Proposer Physical Address:	510 Lake Cook Rd, Suite 100 Deerfield, Illinois 60015
6	Proposer website address (or addresses):	https://www.caterpillar.com/ https://www.cat.com/en_US.html
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Authorized Rep: Patrick Kearns Title: North America Industry Manager, General Construction & Infrastructure Address: 100 NE Adams St, Peoria, IL 61629 email: kearns_patrick@cat.com Phone: 309 675 5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Tirena Pavelka Title: Government Account Manager Address: 100 NE Adams St, Peoria IL 61629 Email: Pavelka_tirena_l@cat.com Phone: 309 675 1589
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contact: Dawn Zink Title: Government Marketing Manager Address: 100 NE Adams St, Peoria IL 61629 Email: zink_dawn_n@cat.com Phone: 309 256 9213

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Caterpillar was founded in 1925 when two entrepreneurs merged their companies: Holt Manufacturing Company and C.L.Best Tractor Company. The merger was a great success because the ethics of both men were focused on high quality products and the best customer support.</p> <p>Since the founding, Caterpillar Inc. has retained the culture of focusing on customer needs and supporting products after the sale. Our company culture is keenly focused on customer satisfaction and every employee realizes that a customer's experience using the product will determine whether he or she will purchase another one.</p> <p>The key to this satisfaction is two-fold: build the best products and empower our dealers to offer the best support. Through this combination, we are proud to prove that our products offer the best value to our customers regardless of where they are located.</p> <p>We can prove measurable advantages in total owning and operating costs as well as tangible benefits in terms of standard safety features, telematic information sharing, and many training, and application support services offered by our dealers.</p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased CAT construction equipment, work-tools, and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019. Caterpillar contributes well over half of the revenue Sourcewell receives in the current Heavy Construction contract 032119-CAT. We look forward to the opportunity to further grow business and serve member needs together in this new Roadway Paving Equipment contract.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Maintaining financial strength is a critical priority for Caterpillar. We receive debt ratings from the major credit rating agencies. Caterpillar is "mid-A" rated by S&P and Fitch and has a "low-A" rating with a positive outlook from Moody's. Maintaining our "mid-A" credit rating is critical to our cash deployment priorities. Due to our prudent focus on financial strength, on a comparative basis Caterpillar has generally demonstrated higher profitability, lower leverage, and better liquidity than our competitor peer group. Our liquidity position is extremely strong with typically the highest percentage of cash as a percent of total assets on the balance sheet vs our competitors.</p> <p>Please see the five-year financial summary recently published in the attached "2021 Caterpillar's SEC form 10K Financial Summary" in the "Financial Strength and Stability" zip folder, which provides additional details about our financial position. The full text of the 239-page 10-K document can be found on our public website: https://investors.caterpillar.com/financials/sec-filings/default.aspx.</p> <p>In 2021 full year sales and revenues were \$50.971B. Enterprise operating cash flow was \$7.2B. During the year, the company paid dividends of \$2.33B and repurchased \$2.67B of Caterpillar common stock. Liquidity remained strong with an enterprise cash balance of \$9.25B at the end of 2021. After paying uninterrupted rising annual dividends for more than two decades, Caterpillar, Inc. (NYSE:CAT) reached the 27th consecutive year mark for inclusion in the elite group of companies designated as Dividend Aristocrats. In addition to a minimum of 25 consecutive years of dividend hikes, a company must be a component of the S&P 500 index and must have a market capitalization of at least \$3B to qualify as a Dividend Aristocrat.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Market share information beyond what is made publicly available through our annual reports is considered confidential. However, Caterpillar is proud to be the leader for paving equipment sales in the US. Individual product lines are also highly successful and will be an asset to this contract, if awarded.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Market share information beyond what is made publicly available through our annual reports is considered confidential. However, Caterpillar is proud to be the leader for paving equipment sales in the US. Individual product lines are also highly successful and will be an asset to this contract, if awarded.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Caterpillar has never filed for bankruptcy.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable dealer network. Our dealers are strong independent companies and in North America alone they have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. We believe our dealers have the largest amount of service parts available in their inventory.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Caterpillar and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. In a broad overview, Caterpillar manufactures products and sells them to our dealers. The dealers then sell those products to customers. Caterpillar does not sell directly to state and local governments.</p> <p>Though we will sign this contract as a manufacturer, our dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring out the terms of this agreement.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 120617-CAT and 062320-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>To the extent of our knowledge, we are unaware of specific licenses or certifications required to pursue the business covered by this RFP.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Caterpillar Inc. has not been suspended or disbarred in the last ten years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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<p>19</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2019 & 2020. Also note there are many global awards.</p> <p>Fortune Magazine #62 on the Fortune 500 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index The Wall Street Journal Best Managed Companies in 2020 The Wall Street Journal World's Most Sustainably Managed Companies Forbes Best Employers for Diversity 2020 Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way Worldwide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) #183 among “Corporate Social Responsibility 2019 Ranking List – All Enterprise in China” – China Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020 – Newsweek Best-Managed Companies of 2020 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 2020 – Forbes Best Employers for Veterans 2020 – Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company “Industry category” (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China) 2020 China Good Companies: Industry Leadership – Jiemian.com (China) Equipment India's Annual awards for Best sellers in the “Wheeled Loaders” and “Motor Graders” category – (India)</p>
<p>20</p>	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 11% and 26%.</p> <p>Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%</p>

21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We do not track government and education separately. However, it is safe to assume that the bulk of these sales is to state, county, municipal and special districts. We have a dedicated team to ensure success in this market. Overall, the percentage of our sales to non-federal government agencies varies between 11% and 26%. Some of our product families are highly focused and designed for governmental customers. With these products, we see the percentage of our sales to government as high as 75%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While CAT dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio, NY and Mississippi. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell transaction information with other cooperatives, we don't feel it would be honorable to share volumes with those contracts. However, we are happy to report that all of all of our contract sales, most are transacted via our current Sourcewell contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 / 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Town of Templeton, Department of Public Works	Bob Szocik	978-939-8666	*
City of Lawrence	William Hale	978-771-4691	*
Del Norte County	Richard Mello	707-218-5104	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Texas Department of Transportation	Government	Texas - TX	Department of Transportation	Purchase of 12 units (specific to paving products) over 3 year period.	\$3.9M	*
City & County of Denver	Government	Colorado - CO	City and County local to Colorado purchase with a large package of equipment.	Purchase of 10 units (specific to paving products) over 3 year period.	\$2.5M	*
NY Department of Transportation	Government	New York - NY	Department of Transportation	Purchase of 19 units (specific to paving products) over 3 year period	\$2.3M	*
Arkansas Department of Transportation	Government	Arkansas - AR	Department of Transportation	Purchase of 8 units (specific to paving products) over 3 year period	\$2M	*
City of LA	Government	California - CA	Large city in CA purchase with a large package of equipment	Purchase of 4 units (specific to paving products) over 3 year period	\$1.7M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>The CAT dealer salesforce is the most capable and highly trained in the industry. The CAT dealer sales people are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates.</p> <p>Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. This person is offered additional in-depth training on Sourcewell and ensures that all contract terms are followed. In addition, dealers also have paving specialists located in house to work with customers on all aspects of their paving business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. Of this number more than 8% (4400) are in machine and parts sales; more than 39% (21,000) are in service and support.</p> <p>The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people who's mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The CAT dealer network is key to the success of our company. Within Canada and the United States, we have more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of CAT dealer locations and locations map in the attached "Additional Documents" zip file. CAT dealers are independently owned and many cover an entire state or province. In some cases, dealers cross state/provincial boundaries, and in other cases, more than one dealer will be located in a state). Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of CAT dealers, they are exceptionally capable to serve governmental customers and customer in the governmental paving industry. Dealers have trained specialists that cover many industries like paving. To support these dealers and specialists in the field, Caterpillar has a paving division with 18 dedicated paving territory managers dedicated to training and focused on the paving industry. Caterpillar also pulls together the paving specialists into a Dealer Advisory group to have a continuous feedback loop on industry trends and to collaborate on future new product introductions.</p> <p>Collectively, CAT dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time.</p> <p>CAT dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the CAT dealer locations list and map included in "Additional Documents".</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The CAT dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These people are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because CAT dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "Think Big", we are able to keep the pipeline of high quality employees full.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5-8 Caterpillar parts/service employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhered to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new CAT machine, they simply include their Sourcewell member number on the Purchase Order they issue to the CAT dealer. 2) The CAT dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) As month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and CAT dealer directly.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. Should a customer ever have a problem or issue with a machine, their CAT dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, Caterpillar will cover that completely within the standard warranty period. Every CAT dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all CAT products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every CAT product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Depending on a customer's needs, they may choose to handle service issues themselves, in conjunction with their dealer, or they may ask their dealer to handle them entirely. To meet the varying desires of each customer, Caterpillar offers a wide range of service programs:</p> <ul style="list-style-type: none"> -CAT EM Solutions -CAT Equipment Care Advisor-Monitor -CAT Equipment Care Advisor-Protect -CAT Inspect -Condition Monitoring -Customer Support Agreements -S-O-S Services 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the United States with our complete product and service offerings. Caterpillar has successfully utilized Sourcewell to sell machines in all states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell member sectors with in the Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Sourcewell use and are actively encouraging its use. We have gained momentum with our current contract 032119-CAT in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are happy to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are happy to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting any other cooperative purchasing contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories. However, because products available in Hawaii, Alaska or U.S. Territories are different from those with the U.S. and Canada, we may need to adjust our product list and provide revised pricing as Sourcewell expands to serve these markets.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Should we be fortunate enough to be awarded a contract for Roadway Paving Equipment in response to RFP #060122, we will proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our monthly governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend 8) Update literature with the new contact information.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the CAT dealer network are leaders in using emerging technologies to reach our customers. We manage several Facebook pages, Instagram, LinkedIn, etc. and can target governmental segments separately. We also look at past purchase history and financing information to recognize in advance when customers may be considering replacing machines they own.</p> <p>We have a subscription to a third-party database (Deltek) which we use to monitor future funding. It is our intention to reach out (via CAT dealers) to these potential customers and recommend the Sourcewell solution as they prepare for future purchases and equipment rentals.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We count on Sourcewell to promote themselves, awarded contracts and the viability of cooperative purchasing in general. We appreciate Sourcewell's presence in industry media, tradeshow, and their web presence. We also appreciate Sourcewell's "Get to know you" training forums, which many Caterpillar dealer sales teams have attended through the United States. While Sourcewell should continue their currently strong marketing efforts, we believe it is also our responsibility to promote the contract with our customer base.</p> <p>Some examples of our marketing efforts are mentioned in our response in line 35. We will also encourage these conversations between our sales force and the buyers and influencers who are considering our equipment for purchase.</p> <p>As Sourcewell is already well on the way to be the preferred selling method to non-federal governmental entities by CAT dealers, we will also encourage them to utilize this Roadway Paving Equipment contract 060122. There is a team of dedicated corporate governmental specialists whose job is to assist dealers with sales of all kinds. These team members are experts in cooperative purchasing and work daily with customers and dealers to answer questions and to facilitate its use. Additionally, Caterpillar has a dedicated marketing and field team of 15 individuals who specifically call on the paving industry.</p> <p>Caterpillar also has a Governmental Affairs team who will continue to work closely with Sourcewell's Governmental Affairs staff, when necessary, to lobby for procurement codes that allow the use of Cooperative Contracts.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our parts division lends itself best to e-procurement and many CAT dealers offer that capability to customer via a dealer portal.</p> <p>Our machines are complex and often custom-configured. A consultative salesperson is integral to ensuring that machines are configured and built to perform well in their expected duties. For this reason, we do not offer a company-wide e-procurement option. Our dealers are innovators however, and if they offer e-procurement now or in the future we are pleased to allow Sourcewell members to use that option.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and if would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas - operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instructor-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Technology is a key product differentiator for Caterpillar. To describe each of them in detail would expand the length of this response beyond a reasonable level. For brevity, key technologies specific to products in this RFP are listed below. More detail is available on our product pages on www.cat.com.</p> <p>Remote monitoring and telematics are available on every machine. This allows customers and dealers to monitor machine health and operation with the intent of early issue detection. Through our proprietary fleet monitoring software, we are leaders in using technology to prevent unexpected downtime.</p> <p>Compaction Technologies:</p> <ul style="list-style-type: none"> -CAT Command for Compaction - an operator-assisted, semi-autonomous technology that automates the compaction process based on operator inputs -CAT Compact with Auto-Adjustable Compaction - maximizes compaction energy by delivering the highest amplitude possible without over-compacting -CAT Compact with Compaction Meter Value (CMV) - An accelerometer-based system that provides an indication of material stiffness -CAT Compact with Machine Drive Power (MDP) - Energy based measurement system that correlates compaction with rolling resistance to provide an indication of soil stiffness. -CAT Compact with Temperature Indication for Asphalt - Helps operators visualize coverage area while recording pass-count and temperature data. <p>Pavers:</p> <ul style="list-style-type: none"> - CAT Grade with grade and slope for pavers - CAT Grade with thermal mapping for pavers - ERoutes for Paving - makes it easier to generate informed decisions about the efficiency of round-trip hauling operations from the plant to the jobsite and back. Monitor the movement of paving materials in real time, remotely and in the field. <p>Cold Planers:</p> <ul style="list-style-type: none"> -CAT Grade with Grade and Slope for Cold Planers
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Caterpillar, sustainability is an important commitment to building a better world. Sustainability is part of who we are and what we do every day - it is one of Caterpillar's core values. We recognize progress involves a balance of environmental stewardship, social responsibility, and economic growth.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability at Caterpillar, please visit our 2021 Sustainability Report at: http://reports.caterpillar.com/sr/.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017 <p>Plants specific to paving product manufacturing:</p> <ol style="list-style-type: none"> 1) Minneapolis: ISO9001 2) Minerbio: DNV ISO9001, EAC certification for MBO 3) Xuzhou China: CNF ISO9001 4) Qingzhou China: ISO9001 5) North Little Rock: DNV ISO9001

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Two CAT dealers in NA are owned by women: Foley Equipment, with territory primarily in Kansas and Missouri; and Cashman Equipment based in Nevada. In addition to these two owners, there are 31 other women in our NA dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). WE also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for divers supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: CAT products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcwell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer a suite of aftermarket products and services that are unique in the industry.</p> <p>Caterpillar Safety Services offers culture, jobsite and leadership assessments; safety and leadership training workshops; and a comprehensive continuous improvement process through consultative services. Services are facilitated by Safety Services consultants and training products can be purchased for self-implementation. Details on products and services are available at www.cat.com/safety. These products and services are available at a 15% discount from the list price.</p> <p>Technology Enabled Safety Solutions are tangible products designed to assist the implementation of a safety culture. We are pleased to offer these unique products at a 5% discount off list price.</p> <p>Examples of products and services available include (this list may be augmented as new products / services become available): 1) CAT Detect suite of products (allows machines to sense people and objects near them) 2) Driver Safety System (detects and reacts to signs of fatigue and distraction) 3) CAT SmartBand (monitors activity and sleep data)</p> <p>PRODUCT ATTRIBUTES: Each product we sell offers unique operating, safety, and cost-savings advantages that are exclusive to Caterpillar. It is outside the scope of this response to itemize these differentiators. However, we provide many details on our web page at www.cat.com.</p>

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts and labor with fewer exclusions than our competitors. Please see our "Warranty Statement" in the file entitle "Additional Documents" for details	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar warranties cover the cost of replacement parts and the labor to install them. They do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by CAT dealers. Some items, such as tires, are covered under their manufacturers' warranties	*
51	What are your proposed exchange and return programs and policies?	We warrant that upon delivery our products will be free from defects in material and workmanship, and will operate as intended. If they are not, we will make any necessary corrections.	*
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (Extended Service Coverage / CAT Insurance): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier</p> <p>A description of all these options is included in the attached Equipment Protection Plans document.</p> <p>Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreememnt with their CAT to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling CAT dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. Most CVA's are bundled at the time of purchase; however, they may be added at any time.</p>	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Throughout the history of Caterpillar, we've produced durable products our customers have been able to rely on for many years...if not decades. The durability of our products is foundational to our brand image. Reliability and Durability are the top two deciding factors for our customers when purchasing a Caterpillar product over a competitor's. Our new, customer-focused Quality metrics; As Delivered Quality, Reliability and Durability, allow us to track our product quality in a way that's important to our customers.</p> <p>As delivered Quality is the number of defects per unit through 2 month of service. Reliability is the number of defects per unit through 12 months in service. Durability is a newer metric relating to the life performance of critical components. Caterpillar measures Durability as the "actual achieved life" of critical components.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	CAT dealers are independently owned businesses. As such their payment terms vary, but all will be stated on individual invoices. The most common terms are net 30.
56	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcwell at rates lower than available to the general public.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CAT dealers are independently owned businesses. As such their standard transaction documents will vary.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because CAT dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.</p> <p>We have provided base machine reference pricing in the document entitled "Base Machine Reference Prices Paving RFP". However, for execution of the agreement we will ask our dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealer and members should remember to factor in any expected price increases.</p> <p>The document "Caterpillar Cooperative Contract Discounts by Model RFP 060122 Roadway Paving Equipment" shows the discount offered for each new machine.</p> <p>Additionally we are pleased to offer a discount of 15% off all products and consulting services under the CAT Safety Services Umbrella; and 5% off our Technology Enabled Solutions.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The discounts are off of the current machine and work tool list prices. Our discount ranges varies between 18 - 20% off of the list price depending on the product family. It is important to note that discount comparisons between different machines cannot be considered an apples-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A may be equivalent to a 20% discount on Product B. The discount offered to Sourcewell member are better than what is widely available to non-member / private purchasers.</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and /or services at their discretion.</p>	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced goods / Open Market Items are available to members from our CAT dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this options as it facilitates complimentary products and streamlines the procurement process.</p> <p>Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and / or invoice shall be deemed sufficient.</p>	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example).</p> <p>When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.</p>	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>There is no additional cost to members who choose to pick up their machines from the CAT dealer. Dealers may charge fees for delivery to the member's location.</p>	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their CAT dealer. Dealers may charge fees for delivery to the members' location.</p>	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This pricing is offered the same as in contract #032119-CAT.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our CAT dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 060122.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of .33% of Caterpillar's MSRP for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Caterpillar is pleased to offer a wide variety of products for Sourcwell members during roadway paving. These include: 8 sizes of pavers, 38 rollers for all types of situations, 8 different types of cold planers, 2 sizes of reclaimers. In addition we will continue to offer 7 sizes of motorgraders, 13 types of skid loaders / compact track loaders that can be outfitted with a variety of work tools for applications during paving roadways on contract 032119-CAT. These products are complimentary to the CAT offering in this RFP. For more detailed information on each of these products see the following website: https://www.cat.com/en_US.html
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	CAT dealers are able to offer a wide range of paving products through our alliance with Weiler (distributors and loaders)
74	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar.
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	CAT dealers are able to offer a wide range of paving products through our alliance with Weiler (wideners and tack distributors)
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	These products are offered through CAT dealers via our alliance with Weiler.
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	We also offer motor graders, skid-steer loaders and compact track loaders which members might use while paving roadways.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Documents.zip - Thursday May 26, 2022 13:27:48
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday May 25, 2022 13:57:52
- [Marketing Plan/Samples](#) - Paving Marketing Material Examples.pdf - Wednesday May 25, 2022 13:48:34
- WM8E/M8E/S8E or Related Certificates (optional)
- [Warranty Information](#) - Warranty Statements.pdf - Wednesday May 25, 2022 13:49:33
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Additional Documents.zip - Wednesday May 25, 2022 14:18:18

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Patrick Kearns, North America Industry Manager, General Construction & Infrastructure, Caterpillar Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Paving_Eqpt_RFP_060122 Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Roadway_Paving_Eqpt_RFP_060122 Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Eqpt_RFP_060122 Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Eqpt_RFP_060122 Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT 1
TO
CONTRACT #060122-CAT**

This AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** (“**Sourcewell**”), located at 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 and **Caterpillar Inc.** (“**Vendor**”), having its principal place of business at 510 Lake Cook Road, Suite 100, Deerfield, IL 60015 and offices at 100 NE Adams Street, Peoria, IL 61629.

Sourcewell awarded a contract to Vendor to provide Roadway Paving Equipment to Sourcewell and its Participating Entities effective August 1, 2022, and through August 1, 2026 (“**Agreement**”).

Vendor now wishes to amend the Agreement to address issues related to trademarks.

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“**Licensed Trademarks**”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other party under the terms and conditions set forth herein.

Article 13 A. is deleted in its entirety and replaced with the following:

ARTICLE 13. Intellectual Property, Publicity, Marketing, and Endorsement, A. Intellectual Property.

1. **GRANT OF LICENSE.** During the term of the Contract:

- a) Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
- b) Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell. “**Anti-Corruption and International Trade Laws**” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters and official releases of or by any government, or any authority, department or agency thereof or self- regulatory organization related to bribery, fraud, corruption, or international trade.

- c) The parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other party shall inure to the owner of the respective Licensed Trademarks.
2. **LIMITED RIGHT OF SUBLICENSE.** The rights and licenses granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "**Permitted Sublicensees**") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. **USE; QUALITY CONTROL.**
- a) Neither party may alter the other party's Licensed Trademarks from the form provided by the other party, and must comply with the other party's removal requests as to specific uses of its Licensed Trademarks.
 - b) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Licensed Trademarks only in good faith and in a dignified manner consistent with such party's use of the Licensed Trademarks. Upon written notice to the breaching party, the breaching party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
 - c) Beyond what is permitted in this Addendum, neither party will:
 - 1) attempt to register, or register any trademark, service mark, symbol, logo, get-up, or device which is confusingly similar to any of the other party's Licensed Trademarks in any jurisdiction;
 - 2) represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - 3) use the other party's trademarks, service marks, or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other party; or
 - 4) use the other party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other party.

- 4. **TERMINATION.** Upon the termination of this Contract for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo (except Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

Article 22. is deleted in its entirety and replaced with the following:

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Specifically for the Licensed Trademarks, as provided for on Article 13, the Parties may revoke the grant of the rights as follows:

- 1. **Revocation for Convenience.** The Licensed Trademarks may be revoked by either Party at any time upon ninety (90) days prior written notice to the other Party.
- 2. **Revocation for Breach.** The Licensed Trademarks may be revoked by either Party upon a breach of the terms of Article 13 of the Contract as amended, by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
BY: Jeremy Schwartz
Jeremy, COFD2A139D06489... of Operations/CPO

Date: 11/30/2022

Caterpillar Inc.

DocuSigned by:
BY: Anthony D. Passino
Anthony, 15FF7AB7FC90458... :nt

Date: 12/13/2022

Approved:

DocuSigned by:
BY: Chad Coquette
Chad Coquette, 7E42B8F817A64CC... Executive Director/CEO

Date: 11/30/2022

Leavenworth County Request for Board Action

Date: March 27th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the Authority to Award Commitment of County Funds for Project 52C-5242-01 for the High Risk Rural Roads KDOT grant project on Tonganoxie Road.

Analysis: KDOT let the bids on this project. Four bids were received; Lexeco, Linaweaver, Miles, and Amino Brothers. Lexeco was the low bidder on this project and the second project that will be constructed at the same time. This phase of the project was bid at \$771,377. The combination of this with the Construction Engineering for the project brings the total grant amount \$1,151,000. Per this agreement the county is responsible for an \$85,000 payment to KDOT for our local contribution to the project.

Alternatives: Deny

Budgetary Impact: \$85,000

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

Additional Attachments: Authority to Award Packet



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

March 21, 2025

**Project Number: 052 C-5242-01
HSIP-C524(201)**

Leavenworth County
Mr. Bill Noll
Infrastructure and Construction Services Direct
300 Walnut, Suite 7
Leavenworth, KS 66048-2765

Dear Mr. Noll:

We are listing below the bidder and the low bid received at Topeka, KS on 3/19/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & LEAVENWORTH, KS	Leavenworth County: RS 381 from 189th St to 187th St	\$771,377

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the County, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 4/11/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$1,151,000 Federal funds will require County matching funds in the amount of \$85,000. The County remittance should be made on or before 5/8/2025.

Sincerely,

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Board of County Commissioners
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Michael Rinehart, P.E., District One Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF COUNTY FUNDS
3/21/2025**

2 Copies to County
Project Number: 052 C-5242-01
HSIP-C524(201)

WHEREAS bids were received at Topeka, KS on 3/19/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & LEAVENWORTH, KS	Leavenworth County: RS 381 from 189th St to 187th St	\$771,377

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$1,151,000
Federal funds will require County matching funds in the amount of \$85,000.**

BE IT FURTHER RESOLVED that County funds in the amount of \$85,000 which are required for the matching of Maximum Federal funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 5/8/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20____, at _____, Kansas.

Recommended for Approval:

_____, Chairman
County Engineer/Road Supervisor

Attest: _____, Member

(Seal)
_____, Member

County Clerk

INVOICE

Keep for your Records

Due on or before 5/8/2025

PRELIMINARY STATEMENT OF COSTS

052 C-5242-01

HSIP-C524(201)

Leavenworth County: RS 381 from 189th St to 187th St

Please Remit Payment to:
 Kansas Department of Transportation
 Bureau of Fiscal Services
 700 SW Harrison Street, 3rd Floor West
 Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$767,777
Water (for grading)	\$3,600
Sub-Total Actual Bid Amount	\$771,377
LPA CE Contract	\$133,802
Sub-Total Construction and CE	\$905,179
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$905,179
Total Project Costs	\$905,179

Federal/County Funding Summary	
Total Project Costs	\$905,179
100% County Funds Due to Non-Participating	\$0
Federal Participating Project Costs	\$905,179
CE Paid by KDOT	\$5,666
Fund 1- Available Funding	\$899,513
90% Federal Funds	\$814,661
10% County Funds	\$84,851
100% County Funds Due to Max Funding	\$0

Fund 1- Maximum Federal Funds 90/10	\$1,151,000
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CE Breakdown	
Total LPA CE	\$133,802
Federal Non-Participating CE Costs	\$0
Federal Participating CE	\$133,802
County Participating CE	\$77,138
90% Federal Funds	\$120,422
10% County Funds	\$7,714
CE Paid by KDOT	\$5,666

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	County Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$0			\$0
Federal Non-Participating CE	\$0			\$0
CE Paid by KDOT			\$5,666	\$5,666
Fund 1- 90% Federal Funds		\$814,661		\$814,661
Fund 1- 10% County Funds	\$84,851			\$84,851
County Funds Due to Max Funding	\$0			\$0
Total	\$84,851	\$814,661	\$5,666	\$905,179

Amount to Bill County (Rounded Up)	\$85,000
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BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 03/19/2025

Contract Number: 525034131

Project Number: 052 C 5242-01

Federal Number: HSIP-C524(201)

Description: GRADING AND SURFACING

County: LEAVENWORTH

State Ties: 525034121 C 5119-01

Total Records: 4

[Helpful Definitions](#)

Contractor Name	Bid Amount
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & AFFILIATE	\$767,777.00
MILES EXCAVATING, INC.	\$909,913.00
LINAWEAVER CONSTRUCTION INC	\$1,025,528.00
AMINO BROTHERS COMPANY INC	\$1,073,643.00

Leavenworth County Request for Board Action

Date: March 27th, 2025

To: Board of County Commissioners

From: Public Works

Department Head Approval: WLN

Additional Reviews as needed:

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

Action Requested: Approve the Authority to Award Commitment of County Funds for Project 52C-5119-01 for the High Risk Rural Roads KDOT grant project on Tonganoxie Road.

Analysis: KDOT let the bids on this project. Four bids were received; Lexeco, Linaweaver, Miles, and Amino Brothers. Lexeco was the low bidder on this project and the second project that will be constructed at the same time. This phase of the project was bid at \$1,693,698. The combination of this with the Constuction Engineering for the project brings the total grant amount \$1,932,115. Per this agreement the county is responsible for an \$187,000 payment to KDOT for our local contribution to the project.

Alternatives: Deny

Budgetary Impact: \$187,000

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

Additional Attachments: Authority to Award Packet



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Phone: 785-296-3861
Fax: 785-296-6946
ksdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

3/21/2025

**Project Number: 052 C-5119-01
HSIP-C496(223)**

Leavenworth County
Mr. Bill Noll
Infrastructure and Construction Servics
300 Walnut, Suite 7
Leavenworth, KS 66048-2765

Dear Mr. Noll:

We are listing below the bidder and the low bid received at Topeka, Kansas on 03/19/2025 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
LEAVENWORTH EXCAVATING & EQUIPMENT LEAVENWORTH, KS	Leavenworth County: RS381 N of Tonganoxie	\$1,693,698

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the County, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 04/11/2025. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less \$1,932,115 Federal funds will require County matching funds in the amount of \$187,000. The County remittance should be made on or before 05/08/2025.

Sincerely,

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch
Enclosures
c Board of County Commissioners
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Michael Rinehart, P.E., District One Engineer

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF COUNTY FUNDS**

3/21/2025

2 Copies to County

Project Number: 052 C-5119-01

HSIP-C496(223)

WHEREAS bids were received at Topeka, Kansas on 03/19/2025 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & AFFILIATE	Leavenworth County: RS381 N of Tonganoxie	\$1,693,698
LEAVENWORTH, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less \$1,932,115 Federal funds will require County matching funds in the amount of \$187,000.

BE IT FURTHER RESOLVED that County funds in the amount of \$187,000 which are required for the matching of Federal Funds are hereby pledged by the County to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 05/08/2025 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The County certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20____, at _____, Kansas.

Recommended for Approval:

_____, Chairman

 County Engineer/Road Supervisor

Attest: _____, Member

(Seal)

_____, Member

 County Clerk

INVOICE

Keep for your Records

Due on or before 05/08/2025

PRELIMINARY STATEMENT OF COSTS

052 C-5119-01

HSIP-C496(223)

Leavenworth County: RS381 N of Tonganoxie

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$1,687,218
Water (for grading)	\$6,480
Sub-Total Actual Bid Amount	\$1,693,698
LPA CE Contract	\$254,490
Sub-Total Construction and CE	\$1,948,188
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$198,606
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$2,146,794
Total Project Costs	\$2,146,794

Federal/County Funding Summary	
Total Project Costs	\$2,146,794
100% County Funds Due to Non-Participating	\$0
Federal Participating Project Costs	\$2,146,794
CE Paid by KDOT	\$8,512
Fund 1- Available Funding	\$2,138,282
90% Federal Funds	\$1,932,115
10% County Funds	\$206,167
100% County Funds Due to Max Funding	\$0

CE Breakdown	
Total LPA CE	\$254,490
Federal Non-Participating CE	\$0
Federal Participating CE	\$254,490
County Participating CE	\$169,370
90% Federal Funds	\$229,041
10% County Funds	\$16,937
CE Paid by KDOT	\$8,512

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const,	Construction

Totals				
	County Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction				\$0
Federal Non-Participating CE				\$0
CE Paid by KDOT			\$8,512	\$8,512
Fund 1- 90% Federal Funds		\$1,932,115		\$1,932,115
Fund 1- 10% County Funds	\$206,167			\$206,167
County Funds Due to Max Funding				\$0
Total	\$206,167	\$1,932,115	\$8,512	\$2,146,794
Less Amount Contributed for PE Contract	-\$19,861			
Total Local Share Due	\$186,306			

Amount to Bill County (Rounded Up)	\$187,000
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BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 03/19/2025

Contract Number: 525034121

Project Number: 052 C 5119-01

Federal Number: HSIP-C496(223)

Description: GRADING AND SURFACING

County: LEAVENWORTH

State Ties: 525034131 C 5242-01

Total Records: 4

[Helpful Definitions](#)

Contractor Name	Bid Amount
LEAVENWORTH EXCAVATING & EQUIPMENT COMPANY INC & AFFILIATE	\$1,687,218.00
MILES EXCAVATING, INC.	\$2,002,490.00
LINAWEAVER CONSTRUCTION INC	\$2,076,775.00
AMINO BROTHERS COMPANY INC	\$2,165,390.00