



City Commission Agenda
Tuesday, August 25, 2026, 5:30 PM
City Commission Chambers, 950 S. Grant Ave.

- Call to Order
 - Roll Call
 - Pledge of Allegiance
 - Invocation
1. AWARDS, PROCLAMATIONS, PRESENTATIONS:
 2. APPROVAL OF AGENDA
 3. MINUTES -
 - a. August 11, 2026 Work Session Minutes
 - b. August 11, 2026 Regular Meeting Minutes
 4. ITEMS FROM CITIZENS

Rules of the Commission: Any citizen desiring to address the Commission shall be recognized by the Chair, advance to the podium, state his/her name and address in an audible tone for the record. Presentations shall be limited to five (5) minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
 5. ITEMS FROM GROUPS
 6. CONSENT AGENDA

All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commission member or citizen requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

 - a. July 21, 2026 Liberal Memorial Library Minutes
 - b. Lease #101.01 - Dr. Brad Rachow
 - c. Lease #TS-16.02 - Ag Solutions, LLC
 7. Real Estate Purchase Proposal Involving Water Rights
 8. Revenue Neutral Rate

- a. Public Hearing
- b. Resolution No. 2461 - Levy Property Tax Exceeding RNR
9. Resolution No. 2462 - Authorizing Consent to the Subordination of Bond Documents (Liberal Hospitality, LLC IRB's)
10. Water Park Design-Build Agreement - Hutton
11. PEC Work Order - Dog Park & Third Street Parking Lot Surveys
12. Middlecreek Water Infrastructure Change Order
13. Ordinance No. 4658 - United Way Temporary Event Permit
14. CITY STAFF
15. CITY MANAGER REPORT
16. ITEMS FROM COMMISSIONERS
17. VOUCHERS
 - a. 08/25/2026 VOUCHERS
 - ADJOURNMENT



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 3.a.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Alicia Hidalgo, City Clerk

RE: August 11, 2026 Work Session Minutes

Attached for your review are the August 11, 2026, Work Session Minutes.

Recommendation:

Staff requests approval of the August 11, 2026, Work Session Minutes.

WORK SESSION OF THE LIBERAL CITY COMMISSION
August 11, 2026

The work session of the Liberal City Commission was held at 3:00 p.m. at City Commission Chambers, located at 950 S. Grant, on Tuesday, August 11, 2026.

Commission Present: Mayor Jeff Parsons, Vice Mayor Janeth Vazquez, Jose Lara, and Ron Warren. Nathan McCaffrey was absent.

Mayor Parsons called the meeting to order at 3:13 p.m.

1. Budget Work Session.

- CFO Mannel stated the items he plans to discuss today.
- He started with health and dental premiums.

Commissioner McCaffrey appeared at 3:14 p.m.

- CFO Mannel reviewed the budget for the different departments.
- City Manager Diseker helped to clarify items as needed.
- Discussion was held on the increases.
- Discussion was held on how to save money, leaving positions vacant or absorbing duties, as needed.
- The Commission asked Brian to get the amount for prisoners' medical and meal costs.

3:44 p.m. Commissioner Warren left the meeting and returned at 3:48 p.m.

- Additional discussion was held.
- It was noted the previous city manager added positions and raised salaries significantly.
- Discussion was held on the enterprise funds.
- Discussion was held on the lift stations that had to be put in due to the new school buildings and costs.
- It was noted they need to explore the bond payment and repayment schedule.

4:48 p.m. Commissioner Warren left the meeting; he returned at 4:51 p.m.

- Water expenses were discussed.
- CFO Mannel stated we need to make significant changes to the water fund. He suggested capping the water main project. Staff needs to apply for grants and leave the money in the account. Removing the water fees reduced the fund by about \$500,000. He suggested putting those back in place along with a 4%-5% rate hike. He also suggested doing only two wells instead of five.
- Additional discussion was held.
- City Manager Diseker stated she does not want to deplete cash from that account.
- CFO Mannel stated he is open for discussion. Staff should apply for grants on the water main project. He also strongly suggested they put the water rate increase back.
- CFO Mannel stated that no hikes in mill and no valuation increase have depleted the fund. We need to look at increasing the water fund.

5:00 p.m. Vice Mayor Vazquez left the meeting and returned at 5:09 p.m.

- Additional discussion was held.
- It was noted the RNR rate has to be to the paper tomorrow.
- The RNR hearing is on August 25 with the budget hearing in September.
- Discussion was held on the mill levy and valuations.
- The RNR and budget process was discussed.
- The next budget work session was scheduled for August 27, 2026 at 9:00 am. Budget books will be distributed, and Department Heads will attend the meeting.

The meeting adjourned at 5:24 p.m.

Jeff Parsons, Mayor

ATTEST:

Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 3.b.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Alicia Hidalgo, City Clerk

RE: August 11, 2026 Regular Meeting Minutes

Attached for your review are the August 11, 2026, Regular Meeting Minutes.

Recommendation:

Staff requests approval of the August 11, 2026, Regular Meeting Minutes.

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
August 11, 2026

The regular meeting of the Liberal City Commission was held at 5:30 p.m. at City Commission Chambers located at 950 S. Grant Ave., on Tuesday, August 11, 2026.

Commission Present: Mayor Jeff Parsons, Vice Mayor Janeth Vazquez, Jose Lara, Nathan McCaffrey, and Rori Warren.

City Staff Present: City Manager Scarlett Diseker, Assistant City Manager Brad Beer, City Clerk Alicia Hidalgo, Chief Communications Director Keeley Young, Grants Director Kristyn Reust, Municipal Court Director Kim Clinkingbeard, Municipal Court Judge Lane Frymire, Aviation Director Chance Plett, and City Attorney Lynn Koehn.

Mayor Parsons called the meeting to order. City Clerk Hidalgo read the roll call and declared a quorum present. The Pledge of Allegiance was recited, and Jason Toombs gave the invocation.

1. AWARDS, PROCLAMATIONS, PRESENTATIONS: *No items.*

2. APPROVAL OF AGENDA

Commissioner McCaffrey moved to approve the agenda, as presented, with Commissioner Lara seconding the motion. The motion carried unanimously.

3. MINUTES:

a. July 28, 2026 Regular Meeting Minutes.

b. July 30, 2026 Budget Work Session Minutes.

Commissioner McCaffrey moved to approve the July 28, 2026 Regular Meeting Minutes and July 30, 2026 Budget Work Session Minutes, with Vice Mayor Vazquez seconding the motion. The motion carried unanimously.

4. ITEMS FROM CITIZENS.

No items were presented.

5. ITEMS FROM GROUPS.

No items were presented.

6. CONSENT AGENDA

a. Quarterly Resident Report Tool Summary

b. July 2026 Code Enforcement Report

c. Lease #06.03 - Liberal USD 480

d. Lease #74.00 - JC Services

e. Lease #137.02 - Butch and Linny Dick

Commissioner Warren moved to approve the consent agenda, as printed, with Commissioner Lara seconding the motion. The motion carried unanimously.

7. Watkins Public Strategies Legislative Update.

- Jessica Lucas and Nathaniel Blank, lobbyists from Watkins Public Strategies, presented the legislative updates.

8. Watkins Public Strategies Lobbying Services Agreement.

- Director Young stated the City of Liberal entered into an agreement for lobbyist consulting services with Watkins Public Strategies (WPS) in August 2023. Since then, WPS has worked diligently with staff to advocate for Liberal's interests at the state and federal levels. This proposed agreement is a renewal to continue services for the city. She listed the services Watkins provides. No cost increase is proposed for this agreement renewal. This is a budgeted item and will be funded through the Economic Development portion of the 1% Sales Tax.

Commissioner Warren moved to approve the lobbyist consulting services agreement with Watkins Public Strategies as presented to be funded through the Economic Development portion of the 1% Sales Tax, with Commissioner Lara seconding the motion. The motion carried unanimously.

9. 2026 Federal Funds Exchange.

- Grants Director Reust stated the City participates in the Federal Funds Exchange Program through our agreement with the Kansas Department of Transportation. This program enables us to trade all or a portion of our Federal Fund allocations with KDOT in exchange for State transportation dollars on an annual basis for certain road maintenance and construction expenses. The current reimbursement rate is 90%. There is currently a balance of \$286,266.22, which at a 90% exchange rate, equates to \$257,639.59 available for our use. Staff wishes to submit the 2026 chip seal project invoice for reimbursement.

Commissioner Lara moved to approve the Federal Funds Exchange reimbursement request, in the amount of \$257,639.59, with Commissioner McCaffrey seconding the motion. The motion carried unanimously.

10. Western Avenue Mill & Overlay Proposal.

- Assistant City Manager Beer stated Western Avenue is in the 2027 budget for mill and overlay. He reached out to J&R about the project, and they agreed to defer the payment until 2027. The project is for a 2-inch mill and overlay on Western from the railroad tracks to 15th Street in the amount of \$997,000. The project should take two weeks to complete. J&R assessed the road and believes the 2-inch mill and overlay would cover the transverse cracking and smooth the road. They use the state specs. J&R is available at the end of August or early September to complete the project. Staff initially asked if they could do it in October; however, they will have a price increase, so it is preferred to do it now to save money.

- Staff will stripe the street.
- Staff asks the Commission to waive the bidding requirement in the Financial Policies & Procedures Manual.
- It was noted Western had a 10-inch overlay in 2010 and has only been chip-sealed once in 16 years.
- Additional discussion was held.

Vice Mayor Vazquez moved to waive the purchasing policy regarding bids, with Commissioner Warren seconding the motion. The motion carried unanimously.

Commissioner McCaffrey moved to approve the Western Avenue Mill & Overlay Project in an amount not to exceed \$997,000, with funding coming from the Streets, Drainage, and Capital Improvements portion of the One-Percent Sales Tax, with billing to follow in January 2027 when proper budget authority will be available. Vice Mayor Vazquez seconded the motion. The motion carried unanimously.

11. CITY STAFF.

- Kim Clinkingbeard stated Judge Maxwell resigned in April, and she appreciates Court Staff for their work in the transition while searching for a judge. She introduced Lane Frymire with the Sharp, McQueen, Yoxall, Dodge & Frymire Law firm as the Municipal Court Judge for the City of Liberal.

- Municipal Court Judge Lane Frymire gave his background and stated he has been a pro tem judge, so he is comfortable with the position. He gets along well with staff, and he appreciates their faith in him. He appreciates Kim and City Manager Diseker.
- Director Clinkingbeard also gave kudos to City Manager Diseker as she's had to lean on her to fill the position. She appreciates her and thanked her.
- Assistant City Manager Beer stated school starts tomorrow, so school zones are in effect tomorrow. Pine Street has been striped. It was done in-house, and Staff did a phenomenal job. Concrete crews are working on Main Street and, once they finish, will move on to start the dog park. The Water Project is about 60 days away from being finished. The Taxiway Project is a little behind, but is moving forward.
- Director Young gave an update on the downtown revitalization meetings held today. They had open conversations, and it was a good process. She appreciates the business owners and staff attending. The Christmas tree arrived yesterday, and she thanked Park Staff for unloading the semi. She is excited to have that, and it will be put up after Veterans Day. She gave an update on the railroad overpass grant.
- The mountain lion at Arkalon Park was discussed.
- CFO Mannel stated he appreciates their time working through the budget and budget work session. He looks forward to working on those numbers.
- City Clerk Hidalgo gave a reminder there is a Budget Work Session at 9:00 a.m. on August 27, 2026.

12. CITY MANAGER REPORT

City Manager Diseker stated the following:

Mayor, Vice Mayor, and Commissioners. It is a rare occasion where I don't have several items on the agenda, so that has been nice, but I only have four items tonight.

- Thank you, Hutton Design-Build Team, Waters Edge, the City of Wichita, and the City of Park City for the great tour in Wichita last Tuesday. We were able to see one Community Pool, two Splash Pads, and two Waterparks. This trip really gave me hope that we will be able to stay on budget and deliver a quality project to the residents of Liberal, and I am very excited to start the design process and start releasing this information to the public as it becomes available.
- We are excited to see the Bus Facility cross the finish line over the next few weeks and will let everyone know when we intend to hold a ribbon cutting.
- Welcome Lane Frymire to our team at the City. We very much appreciate you carving out the time to assist us a few times per week, and I look forward to this partnership and the future of the Municipal Court.
- Another huge welcome to Chance Plett, who is here in person tonight for everyone to meet. Chance is a Liberal High School graduate, and we are thrilled to welcome him back to his hometown as the Director of Aviation at the Airport. He has years of government experience, including being a Communications Officer for a Police Department with over 200 employees and serving on several aviation boards in his former community. He is a pilot himself, and I feel this will lend a lot of assistance to the department. Brian Fornwalt will be moving to a position titled the Director of Airfield Operations, so we have basically split the department between maintenance and administration. I view this as getting everyone in the right seats on the bus and hope that everyone will support this decision and get out to see Chance over the next few months.
- Director Plett stated he's been away for several years, but everyone has made him and his family feel welcome since they've been back. They appreciate that. He thanked them for believing in and investing in the airport. It is a great asset. He is impressed by the airport team and excited to work there. Thank you.

13. ITEMS FROM COMMISSIONERS

Commissioner Lara thanked all Staff. They continue to see all the work being done - on sidewalks, downtown, and the parks are still green. You see Staff constantly working, no matter the weather. They are out there cleaning and preparing for the events. It's amazing to see everything coordinated with the community and staff, so a huge shout out to them. He pointed out that the County saga continues; it's not just something for Seward County. It's important to mention that Finney County is being targeted by their citizen groups. Ford County is being targeted by citizen groups; their administrator just resigned over a situation like that. Citizen groups are coming out and nitpicking at different government entities. Salina and Saline County, Emporia; it is happening all over. Even in Wichita and Sedgwick County. Right now, with the cost of everything and taxes being increased, it is getting different people activated and looking into government and what governments do. He is still very proud of City Staff and that the City of Liberal is rarely one of those that is considered in that group of "we're going to be angry at an entity, so let's pick one and where we're going to go." He gave a huge shout-out to the school district and the college because they've been able to avoid those spotlights. Good job to everybody. He thanked them for all you do.

Commissioner McCaffrey thanked City Staff for their hard work. He echoed Commissioner Lara's comments. To Brian and Scarlette: he appreciates the work they're putting into the budget; they're giving the information and putting it together in a way they can digest it and make some good decisions for the City.

Commissioner Warren thanked Staff. It's a tough time of year with the budget. He knows it takes a lot of hours and a lot of work. He appreciates all the work. They are thankful for the staff, as it makes their job easier. He welcomed Lane Frymire. He thanked Kim for coming out and for all she does at Court. He looks forward to getting through the budget.

Vice Mayor Vazquez thanked Brian and Scarlette for their hard work on the budget. As years go by, she can really understand it. They have made the process easier and helped her understand what the budget is about and how to make improvements to it. She appreciates it because it's night and day compared to the years past. She thanked Watkins Strategies; she thinks they do a really good job. She appreciates that they can condense the information and help them understand what is happening at the Capitol. She congratulated Attorney Frymire and thanked Kim. School starts tomorrow. She encouraged everyone to leave early, not to speed, and to respect the school zones. There was an incident that happened at her son's school a couple years back. Everyone is in a hurry, but children's safety should always be a top priority. She is super excited about the Christmas tree and will talk more about it as time comes. She welcomed Chance and is excited to have him on board. She posted on social media about families covering the drains at the splash pad with plastic bags. She feels that people are calling about that more; she's had three phone calls in the last week. She asks people not to do it. It will cause the splash pads to break, and we'll have to shut them down. Please don't do it.

Mayor Parsons thanked Staff. He sees them out working in this weather and it's tough. He has an extra appreciation for what they're going through in their jobs to serve the community. He appreciates that. School starts tomorrow. It's a bit of an adjustment every year in your schedules but slow down and pay extra attention around schools. He thanked Kim for what they do at court. He is excited to have Judge Frymire on a more permanent fashion; he is going to be great. He is looking forward to what Chance is going to do at the airport. He is excited to have him back on a lot of different levels. Welcome back. He is very excited with what's going on with the downtown. He heard a lot of good reports about that meeting from a couple of different places. He is glad to see that moving forward. He thinks that is very exciting. In reference to what Jose was talking about, one of the things that they've been very adamant about in the last few years is trying to be as transparent as they can be in everything they do. He thinks that helps people understand more of what they are doing. He thinks it sort of mitigates against having some group come up and rise up against them because if you're paying attention, you should be able to understand

all that they are doing. He is thankful to this Commission and Staff for making sure they're always all in the transparent mode.

14. VOUCHERS:

\$ \$1,116,743.36 dated August 11, 2026.

Commissioner Warren moved to approve the vouchers, with Commissioner Lara seconding the motion. The motion carried unanimously.

Mayor Parsons adjourned the meeting.

Jeff Parsons, Mayor

ATTEST:

Alicia Hidalgo, MMC, City Clerk

DRAFT



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 6.a.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From:

RE: July 21, 2026 Liberal Memorial Library Minutes

Attached are the draft minutes from the July 21, 2026, meeting of the Liberal Memorial Library Board.

Recommendation:

Staff requests approval of the July 21, 2026, Liberal Memorial Library Board Minutes.

Liberal Memorial Library
Library Board Meeting
July 21st, 2026

Call to order:

- a. The meeting was called to order by Amy Thompson at 4:00pm.
- b. The following members were present for the meeting:

	Service <u>On Board</u>	Attendance <u>Term</u>	<u>Today</u>
Clarissa Carrillo	July 2024-June 2028	2 nd	present
Jose Rodriguez	June 2026-June 2030	1 st	present
Jahir Escalante	July 2026-July 2030	1 st	Not present
Kathleen Alonso	July 2025-July 2029	1 st	present
Debra Huddleston	May 2024-May 2028	1 st	present
Amy Thompson	May 2025-May 2029	2 nd	present
Vanessa	Oct 2025-Oct 2029	1 st	present
Ardese	Library Director		
Royce Kitts	Assistant Director		
Shannon Moore			

1. Approval of the Agenda. Clarissa Carrillo called for the approval of the agenda. Debra Huddleston seconded. Motion carried.
2. Conflicts of Interest: None.
3. Approval of minutes: Clarissa Carrillo called for the approval of the June minutes. Debra Huddleston seconded. Motion carried.
4. Report of the Director.
Royce's report covered the success of this year's summer reading program. (The report was a large table with attendance for each event.)
5. Director Financial Report.
6. Transfer of funds: Transfer \$50,000 to cover bills and expenses. Clarissa Carrillo called for the approval of the transfer. Jose Rodriguez seconded. Motion carried.
7. Old Business. None.
8. New business. None.
9. Executive Session.
10. Adjournment. Clarissa Carrillo called for adjournment at 5:00 pm.

Board Member

Director



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 6.b.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Brian Fornwalt, Airport Manager

RE: Lease #101.01 - Dr. Brad Rachow

Recommendation:

Staff request Commission consideration for approval of Lease # 101.01 for Dr. Brad Rachow.

THIS AGREEMENT, entered into this **1st day of September, 2026**, by and between the City of Liberal ("Lessor") and **Dr. Brad Rachow, 111 Lilac Drive, Liberal, KS. 67901, Phone: (620) 624-1933** ("Lessee").

WHEREAS, Lessor is the owner of the following described premises situated on the Liberal Mid-America Regional Airport, Seward County, Kansas:

**60 Lineal Feet = Ramp Frontage
Far North Edge of Ramp - East Hangar
Physical Address: 2410 West 11th Street**

WHEREAS, the Lessee desires to occupy and lease the above described premises.

NOW, THEREFORE, it is agreed between the parties hereto, as follows

1. Leased Premises and Purposes. Lessor leases to Lessee and Lessee rents from Lessor the above described premises located at the Liberal Mid-America Regional Airport for the purpose of providing the Lessor with revenue to support the Liberal Mid-America Regional Airport, and such use by Lessee of the above described premises shall at all times be compatible with airport operations.
2. Term. The term of this Lease is for **One (1) Year** beginning on **September 1, 2026**. There is no option to renew this Agreement, and any hold over will be considered a month to month lease on the same terms as set forth herein. This Lease shall automatically terminate without further obligation by either party if Lessor's right to possession of said airport properties terminates in any way.
3. Rental. Lessee agrees to pay Lessor **\$1,278.60 per year in advance**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.
4. Security Deposit. No security deposit is required under this lease.
5. Restrictions on Use. This Lease is made subject to and the Lessee agrees to comply with and be bound by the following:
 - a. The terms and conditions under which Lessor holds possession of the airport and airport properties and the terms and conditions contained in the Quitclaim Deed by which the Lessor acquired title to the airport;
 - b. Rules and regulations of the Federal Aviation Administration;
 - c. All other laws and regulations of the United States, State of Kansas, or any other governmental entity's laws, rules, and regulations applicable to said premises;
 - d. No mobile homes or house trailers for living quarters may be placed on the leased premises and the premises shall not to be used for dwelling purposes;
 - e. Lessee agrees to furnish service on a fair, equal, and not unjustly discriminatory



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 6.c.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Brian Fornwalt, Airport Manager

RE: Lease #TS-16.02 - Ag Solutions, LLC

Recommendation:

Staff request Commission consideration for approval of Lease #TS-16.02 for Ag Solutions, LLC

AIRPORT LEASE

THIS AGREEMENT, entered into this **1st day of September, 2026**, by and between the City of Liberal ("Lessor") and **Ag Solutions, LLC. Attn: 1755 Air Service Rd, KS. 67846 (620)260-5324, (620) 655-3748** ("Lessee").

WHEREAS, Lessor is the owner of the following described premises situated on the Liberal Mid-America Regional Airport, Seward County, Kansas:

**T-Hangar S-16 of the South Set of T-Hangars
Building #809**

WHEREAS, the Lessee desires to occupy and lease the above described premises.

NOW, THEREFORE, it is agreed between the parties hereto, as follows:

1. Leased Premises and Purposes. Lessor leases to Lessee and Lessee rents from Lessor the above described premises located at the Liberal Mid-America Regional Airport for the purpose of providing the Lessor with revenue to support the Airport, and such use by Lessee of the above described premises shall at all times be compatible with airport operations.

2. Term. The term of this Lease is for **One (1) Year** beginning on **September, 1st 2026**. There is no option to renew this Agreement, and any hold over will be considered a month-to-month lease on the same terms as set forth herein. This Lease shall automatically terminate without further obligation by either party if Lessor's right to possession of said airport properties terminates in any way.

3. Rental. Lessee agrees to pay Lessor **933.69 per year in advance or \$77.80 per month**. Rental payments are due on the tenth day of each month, and will be considered late after the eleventh day of each month, incurring a late charge beginning on the eleventh day of each month amounting to 10% of the monthly rent.

4. Security Deposit. A Security Deposit is not necessary under this lease.

5. Restrictions on Use. This Lease is made subject to and the Lessee agrees to comply with and be bound by the following:

a. The terms and conditions under which Lessor holds possession of the airport and airport properties and the terms and conditions contained in the Quitclaim Deed by which the Lessor acquired title to the Airport;

Lessee Initials LA



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 7.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Brian Mannel, CFO

RE: Real Estate Purchase Proposal Involving Water Rights

Discussions have been held with Swalar LLC in regards to the potential sale of 363.52 acres of surface and two accompanying water rights. The water rights are #454, dated October 29, 1948, and #27,277 dated August 27, 1976. The water acre feet totals 702 with the Division of Water Resources requiring a reduction to 89.1% upon converting agricultural use to municipal use for a net of municipal use of 625 acre feet. The sellers have priced the real estate in an amount of \$1,050,000 for both surface and water rights. City Commission discussion included the exploration of purchasing the water rights with the surface potentially being sold to a third party and making installments for the purchase of the water rights. Swalar LLC has indicated they are willing to sell the surface and water separately while both sales would need to occur. They are not inclined to sell the separated real estate without both surface and water having been placed under contracts for sale. Therefore, Swalar LLC has recently negotiated a contingent agreement to sell the surface rights to a third party for \$1,200/ac or \$436,224. This leaves the balance to the City of \$613,776 for the purchase of 702 acre feet of water rights. The City would assume the duties and costs of contracts and deeds for separating the water from surface rights with the surface rights conveyed to the third-party buyer. The water rights would retain an easement on the 363.52 acres of surface. Swalar LLC has offered to the City an initial sale closing installment for the water rights of \$350,000 with the balance due in July of 2027. Swalar LLC has remained open to a combined surface and water rights sale to the City but do not desire payment in full beyond July of 2027.

The water rights are located in an area of significant saturated water thickness of 508' with the well depth of 698' for water right #27,277. Water right #454 was not drilled to the full depth of the aquifer with a depth of 350'. The well under water right #27,277 has last reported use in 2006 and #454 with a last reported use in 1992. #454 has been deemed inoperable and needs redrilled to be used for ag or municipal use. Right #27,277 well inspection has repairs needed to continue as ag use. Water well under water right #454 has been used as a state water levels monitoring well with available records since 1996 reporting a decline of 50' over the 30 year period resulting in an annual decline of 1.67'/yr. Assuming a continual decline of 1.67'/yr with new wells of a similar saturated water thickness of approximately 500', an effective life of the water rights could span in excess of 200 years and potentially approach 300 years.

Because the City does not currently have a Master Water Plan, management requested a memo from Professional Engineering Consultants (PEC) that details proper steps to take prior to the purchase of additional water rights. We anticipate that a Master Water Plan will be completed in 2027, which will detail current usage, potential need, and future plans for the City.

Recommendation:

City Staff recommend the Commission review all attached documents and give a directive on how they wish to move forward with the purchase of the subject water rights in an amount not to exceed \$615,000. Phase I and II Environmental Assessments would need to be completed prior to purchase. Sellers are asking for \$350,000 at closing with potential funding from the Water Equipment Reserve, which has a current cash balance of \$2,310,706. The remaining balance of the water rights purchase is proposed to come from the actual Water Fund in 2027, where proper budget authority could be written in the new year.

To: Scarlett Disecker, City Manager
From: Suzanne Loomis, Project Manager | Municipal Market
Date: August 19, 2026
RE: Liberal Water Rights Purchase Consideration

The City of Liberal is considering the purchase of agriculture water wells with the associated water rights and requested an opinion regarding this proposition. There are several things to bear in mind when making this decision. As PEC staff have stated previously, the best approach to determining next steps for the purchase of water rights is to consider a water rights study that is often a part of a water master plan. The master plan would analyze your entire system and future growth needs for additional water quantity and locations for future expansion of water mains. Analysis of the water rights portion of the plan would consider existing water rights, existing usage, and establish a plan for perfection of any wells not currently secured. This process reviews and analyzes existing data, costs, current status and future expectations. With this information, development of costs for future Capital Improvement Plans and best next steps for the City regarding water supply, treatment, production, transmission, distribution, and overall operations are possible.

If you do not have the time or funds to move forward with such a master plan now, there are many things to consider prior to purchasing wells and rights, some of which are the following:

- Conversion of agricultural water rights to municipal will result in a loss of some of the permitted quantity. It is estimated that the existing right quantity of 702 Ac-ft will decrease to approximately 625.48 Ac-ft in the conversion via state requirements.
- Does the City have the funding available at this time? Is it the highest priority for those funds?
- Is more water quantity needed? Are you utilizing all of your water now? Is staff comfortable making that determination without spending time analyzing conditions? (A Water Master Plan would review many of these issues and advise of the best next steps for the City and PEC recommends completion of a water rights analysis).
- Consider additional costs other than the purchase price, for instance, the cost of bringing the wells up to public water supply standards which require redrilling and tying into the Liberal Water System. Rough estimated construction cost \$3M (includes well work & transmission line extension).
- Phase 1 & Phase 2 Environmental Assessments need to be done prior to purchase. There are known industrial sites in the area of the property that would trigger a need to do a Phase 2 Assessment as well. This will give you some idea if there will be environmental issues impacting the water quality that will cause issues with meeting public water quality supply standards and gaining approval from the State of Kansas for public consumption and location of wells with respect to industrial activity that could have or is impacting ground water quality.
- Although basic water quality testing was done, results were not perfect, additional water quality testing of more specific contaminants related to any industrial activity or underground tank leakage in the area could be in order. KDHE requires all new water supply sources to test for the complete list of analyses in Appendix B of the Minimum Design Standards plus PFAS, see attached.

- Test pumping would be advised to ensure wells could meet demands of city pumping and quantity long-term.
- Are there other water right purchase options in the area that would better fit with the City needs? Would a Request for Proposal (RFP) process provide the City with all options for consideration should additional water rights be needed?
- If the City is purchasing the property and wells with associated water rights and then planning to sell the surrounding property, have you solidified in your purchase contracts the following necessities?
 - Complete access to well locations, current and any future moves necessitated by requirements to drill new wells/relocate on the property.
 - Will require easement for new transmission line routed to Liberal Water System.
 - 2-acre sites surrounding each well head for source water protection (KDHE requires either ownership or pollution prevention easement for 100' radius around the well).
 - Assurance that any other mineral rights and their operations will not interfere with the wells and their quality.
 - Prohibition of future ag wells on the property to be sold. Water rights have to be 660 ft away from domestic wells too, so language in the purchase documents that prevents them as well would be important.
- Specialized legal services may be necessary to assure the City's rights are maintained prior to selling the land around the wells. A reputable firm familiar with Kansas Water Law could be recommended by PEC. Be sure to consider this cost in your expenses associated with the purchase.

This list may not be all inclusive but notes several major items to consider. Since these senior water rights are available and water is your most precious resource in serving your citizens, it would be prudent to consider these rights for purchase. However, as you consider purchase, due diligence in searching out the facts is of the utmost importance.

Appendix B: Water Quality Testing for New Public Water Supply Sources (Attachment A)

Analytical Requirements for New Sources¹⁻⁵

Metals

Aluminum	0.05-0.2	mg/L	SMCL	
Antimony	0.006	mg/L	MCL	
Arsenic	0.010	mg/L	MCL	(Effective January 1, 2006)
Barium	2	mg/L	MCL	
Beryllium	0.004	mg/L	MCL	
Cadmium	0.005	mg/L	MCL	
Chromium	0.1	mg/L	MCL	
Mercury	0.002	mg/L	MCL	
Nickel	---	---	---	(Remanded to USEPA)
Selenium	0.05	mg/L	MCL	
Silver	0.1	mg/L	SMCL	
Thallium	0.002	mg/L	MCL	
Lead	0.015	mg/L	TT	(90th percentile Action Level)
Copper	1.3	mg/L	TT	(90th percentile Action Level)
Copper	1.0	mg/L	SMCL	
Calcium	---	mg/L	---	
Magnesium	---	mg/L	---	
Sodium	---	mg/L	---	
Iron	0.3	mg/L	SMCL	
Manganese	0.05	mg/L	SMCL	
Potassium	---	mg/L	---	
Zinc	5	mg/L	SMCL	

Mineral Analysis

Fluoride	4.0	mg/L	MCL	
Fluoride	2.0	mg/L	SMCL	
Nitrate (as N)	10	mg/L	MCL	
Nitrite (as N)	1.0	mg/L	MCL	
Chloride	250	mg/L	SMCL	
Sulfate	250	mg/L	SMCL	
pH	6.5-8.5	units	SMCL	
Specific Conductance	---	microS/cm	---	
Total Dissolved Solids	500	mg/L	SMCL	
Total Alkalinity	---	mg/L as CaCO ₃	---	
Total hardness	---	mg/L as CaCO ₃	---	
Turbidity	---	NTU	---	
Total Phosphate	---	mg/L as P	---	

Radiological Contaminants

Gross Alpha Particle (excluding uranium) Activity	15	pCi/L	MCL	
Combined Radium 226 and 228	5	pCi/L	MCL	
Uranium	30	µg/L	MCL	

Analysis for uranium required if gross alpha greater than 15 pCi/L.

Analysis for Radium 226 and 228 required for all samples.

Appendix B: Water Quality Testing for New Public Water Supply Sources (Attachment A)

Analytical Requirements for New Sources¹⁻⁵

VOCs

Method 524.2 - Volatile Organics

Benzene	0.005	mg/L	MCL
Vinyl chloride	0.002	mg/L	MCL
Carbon Tetrachloride	0.005	mg/L	MCL
1,2-Dichloroethane	0.005	mg/L	MCL
Trichloroethylene	0.005	mg/L	MCL
P-Dichlorobenzene	0.075	mg/L	MCL
1,1-Dichloroethylene	0.007	mg/L	MCL
1,1,1-Trichloroethane	0.2	mg/L	MCL
O-Dichlorobenzene	0.6	mg/L	MCL
Cis-1,2-Dichloroethylene	0.07	mg/L	MCL
Trans-1,2-Dichloroethylene	0.1	mg/L	MCL
1,2-Dichloropropane	0.005	mg/L	MCL
Ethylbenzene	0.7	mg/L	MCL
Monochlorobenzene	0.1	mg/L	MCL
Styrene	0.1	mg/L	MCL
Tetrachloroethylene	0.005	mg/L	MCL
Toluene	1	mg/L	MCL
Xylene	10	mg/L	MCL
Dichloromethane	0.005	mg/L	MCL
1,1,2-Trichloroethane	0.005	mg/L	MCL
1,2,4-Trichlorobenzene	0.07	mg/L	MCL
Chloroform (THM)	---		---
Bromodichloromethane (THM)	---		---
Bromoform (THM)	---		---
Chlorodibromomethane (THM)	---		---
Chlorobenzene	---		---
M-Dichlorobenzene	---		---
Dibromomethane	---		---
1,1-Dichloropropene	---		---
1,1-Dichloroethane	---		---
1,1,2,2-Tetrachloroethane	---		---
1,3-Dichloropropane	---		---
Chloromethane	---		---
Bromomethane	---		---
1,2,3-Trichloropropane	---		---
1,1,1,2-Tetrachloroethane	---		---
Chloroethane	---		---
2,2-Dichloropropane	---		---
O-Chlorotoluene	---		---
P-Chlorotoluene	---		---
Bromobenzene	---		---
1,3-Dichloropropene	---		---

Appendix B: Water Quality Testing for New Public Water Supply Sources (Attachment A)

Analytical Requirements for New Sources¹⁻⁵**SOCs****Method 507/508 - Chlorinated Pesticides**

Alachlor	0.002	mg/L	MCL
Atrazine	0.003	mg/L	MCL
Chlordane	0.002	mg/L	MCL
Endrin	0.002	mg/L	MCL
Heptachlor	0.0004	mg/L	MCL
Heptachlor Epoxide	0.0002	mg/L	MCL
Lindane	0.0002	mg/L	MCL
Methoxychlor	0.04	mg/L	MCL
PCBs	0.0005	mg/L	MCL
1016			
1221			
1232			
1242			
1248			
1254			
1260			
Simazine	0.004	mg/L	MCL
Toxaphene	0.003	mg/L	MCL
Hexachlorobenzene	0.001	mg/L	MCL
Hexachlorocyclopentadiene	0.05	mg/L	MCL
Aldrin	---		---
Butachlor	---		---
Dieldrin	---		---
Metolachlor	---		---
Metribuzin	---		---
Propachlor	---		---

Method 515.1 - Chlorinated Acid Pesticides

2,4-D	0.07	mg/L	MCL
2,4,5-TP	0.05	mg/L	MCL
Pentachlorophenol	0.001	mg/L	MCL
Dinoseb	0.007	mg/L	MCL
Picloram	0.5	mg/L	MCL
Dicamba	---		---

Method 525.2 - PAH's, Phthlates, Adipates

Benzo(a)pyrene	0.0002	mg/L	MCL
Di 2-Ethylhexyl Adipate	0.4	mg/L	MCL
Di 2-Ethylhexyl Phthalate	0.006	mg/L	MCL

1 MCLs established in 40 CFR Part 141.

2 SMCLs established in 40 CFR Part 143. SMCLs not enforceable.

3 "----" indicates an MCL has not been established for this parameter, but other regulatory limits or health advisories may apply.

4 Method references are contained in Methods for Determination of Organic Compounds in Drinking Water, EPA/600/4-90/020, July 1990, Environmental Systems Monitoring Laboratory, Cincinnati, OH 45268.

5 Methods utilized must be those noted above or as most recently required by USEPA.

Appendix B: Water Quality Testing For New Public Water Supply Sources (Attachment B)

Sample Containers, Preservation Techniques, and Holding Times

Parameter Class	Container Type ¹	Preservation ²	Maximum Time from Collection to Analysis ³
Metals	250 mL narrow mouth HDPE bottle, leak-proof screw cap	Cool to 4 ° C. Nitric Acid (pH <2)	6 months
Mineral Analyses and Miscellaneous Parameters	250 mL narrow mouth HDPE bottle, leak-proof screw cap, or 1 liter cube container	Cool to 4 ° C.	28 days except for turbidity (48 hours) and total alkalinity (14 days)
Total Phosphate	250 mL HDPE amber bottle with leak-proof screw cap	Sulfuric Acid (pH < 2)	28 days
Gross Alpha, Radium 226 and 228, and Uranium	1 gallon plastic jug with leak-proof screw cap; and 20 mL glass vial (test well)	Nitric Acid (pH < 2) (jug only)	6 months
Radon	20 mL glass vial with leak-proof cap	10 mL mineral oil based liquid	4 days
Volatile Organic Chemicals (Method 524.2)	40 mL glass vial, PTFE-lined silicone septum, leak-proof screw cap with hole	Cool to 4 ° C. Hydrochloric Acid (pH < 2)	14 days
Chlorinated Pesticides (Method 507/508)	1 liter amber glass bottle, PTFE-lined air-tight screw cap	Cool to 4 ° C.	7 days until extraction 14 days after extraction
Chlorinated Acid Pesticides (Method 515.1)	1 liter amber glass bottle, PTFE-lined air-tight screw cap	Cool to 4 ° C.	14 days until extraction 28 days after extraction
PAHs, Phthalates, Adipates (Method 525.2)	1 liter amber glass bottle, PTFE-lined air-tight screw cap	Cool to 4 ° C. Hydrochloric Acid (pH<2)	7 days until extraction 30 days after extraction
Carbamates ⁴ (Method 531.1)	120 mL glass bottle, PTFE-lined silicone septum, air-tight screw cap with hole	Cool to 4 ° C. Chloroacetic Acid Buffer	28 days

¹ Laboratory may request additional containers be filled and returned for quality control purposes.

² If residual chlorine will be present in a sample, the laboratory may require the addition of quenching agents. These agents may include: ascorbic acid powder (VOCs), sodium thiosulfate (carbamates), and sodium sulfite (PAHs, pesticides, phthalates, adipates).

³ Times refer to maximum time allowable between sample collection and sample procedure by laboratory for analysis to be valid. Sample collector, however, should transport samples to the laboratory as soon as possible. Laboratory should receive containers within 24 hours of sample collection.

⁴ Carbamate analysis presently waived by KDHE Laboratory.



April 23, 2026

Swalar LLC
c/o Steve and Vickie Larrabee
PO Box 1009
Liberal, KS 67905-1009

RE: +/- 352.78 acres of surface and 702 or 740 acre feet of water rights in 16-35S-33W

Dear Swalar LLC:

Hello Swalar LLC. Vicki and Steve have requested an email providing a cursory outline of discussions between the City of Liberal and Swalar LLC for the sale of water and surface rights located on 16-35S-33W in Seward Co. A timeline estimation of successive action has also been requested.

An initial discussion was held concerning two water rights located on the property. The two subject water rights are #454 and 27277. Initial discussion indicated 740 acre feet of appropriated water rights while information since obtained through the department of water resources indicates 702 acre feet allocated for the property. The City will follow up with the state ground water management district office to verify the acre feet appropriated. Steve and Vicki have provided verbal approval for the city to gain access to the property for City of Liberal Water Dept staff and a selected water well company to examine water well conditions and capacities. There has since been an expressed interest in selling the surface rights with the water rights in the same transaction. The county appraisers office indicates 352.78 acres of property for the Swalar LLC parcel consisting of a 294.30 acres of dryland and 58.48 pasture acres. It is understood the proposed sale is for surface and water rights only with no mineral rights involved.

Vicki has stated water well right 27277 was test pumped at 500 GPM and water right 454 was test pumped at 400 GPM. Initial discussion was up to \$2,950/acre dependent on water rights in good standing and working condition of the wells to be verified. Vicki and Steve have indicated a desire of \$3,300/ac based on an appraisal from 2017. For comparison, a significant amount of irrigated land was auctioned appx 5 miles to the west of Liberal in the past month. Good condition, working water wells, with irrigation sprinklers and motors included, had an average sale of appx \$2,950/ac. Further investigation into the auction for equipment adjustments (no sprinklers or motors on Swalar land) results in irrigated land auction price of appx \$2,650/ac with those auctioned wells pumping approximately 800-900 GPM. It is my belief the impending reduction of existing allocated water rights by the state's department of water resources has led to a recent and noticeable drop in area irrigated land values. The verified condition of wells and water availability will have an impact on the terms offered and also be subject to a final approval by the City of Liberal's commissioners.

TIMELINE: The timeline is unknown for the water well company to schedule its services but estimated at +/-30 days. Once water well information is fully gathered and terms successfully negotiated, a contract will be prepared by City of Liberal legal counsel and presented for signature (appx 2 weeks). Then title insurance will be ordered by the City of Liberal with typical timeline of 2-4 weeks for title commitment to be issued. Cost of title insurance is customarily 50/50 shared between buyer and seller. Once a signed contract is obtained, a deed will be prepared by City of Liberal legal counsel and provided to American

Title & Abstract to act as the closing agent. American Title will provide sale closing documents for signature to Swalar LLC's authorized agent and disburse funds upon receipt of both parties required documents and funds. Estimated total time frame: 60-90 days assuming a timely well inspection and successful agreement is obtained. I may be reached direct at (620) 626-2278 or brian.mannel@cityofliberal.org for additional discussion.

Regards,

A handwritten signature in blue ink, appearing to read "Brian Mannel", written in a cursive style.

Brian Mannel

Chief Financial Officer
City of Liberal

attachments

STATE OF KANSAS
DIVISION OF WATER RESOURCES
STATE BOARD OF AGRICULTURE

CERTIFICATE OF APPROPRIATION
FOR BENEFICIAL USE OF WATER

APPLICATION No. 454

CERTIFICATE No. 80

WHEREAS, It has been made to appear to the satisfaction of the undersigned, that in conformity with the approval of the above numbered application and the laws of the State of Kansas, the appropriation of water for beneficial use for irrigation purposes has been perfected by the applicant,

Now, THEREFORE, Be It Known that I, Geo. S. Knapp, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas State Board of Agriculture, by authority of the laws of the State of Kansas, do hereby certify that the appropriator,

Lee Larrabee, Liberal, Kansas

is entitled to and is hereby authorized to make beneficial use of the available unappropriated water from a well located in the drainage basin of the Cimarron River in the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of section 16, township 35 south, range 33 west in Seward County, Kansas, in an allotted amount of not to exceed

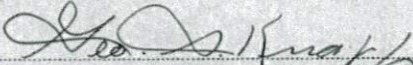
400 acre feet per year and to be diverted and withdrawn at a rate not in excess of 2.67 cubic feet per second (1200 GPM) and limited to the amount actually used for the aforesated beneficial purposes.

The priority date of the water appropriation herein authorized and allotted for the aforesated beneficial purpose is October 29, 1948

The authorized and allotted water appropriation is appurtenant to the following described land or location: The NW $\frac{1}{4}$; the N $\frac{1}{2}$ of the SW $\frac{1}{4}$; the North 25 acres of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$; 35 acres in the W $\frac{1}{2}$ of the SE $\frac{1}{4}$; all in section 16, township 35 south, range 33 west in Seward County, Kansas.

The water appropriation as perfected and as hereby authorized and allotted, is restricted to use on the land or at the location herein described, and shall exist and continue only by the exercise thereof in a lawful manner. Any failure of the appropriator to apply such water to the authorized and lawful beneficial use for a period of three years or more, without due, sufficient and lawful cause shown for such failure, shall constitute a forfeiture and surrender of such right.

IN WITNESS WHEREOF, I have hereunto set my hand at my office at Topeka, Kansas, this 5th day of January, 1949


Chief Engineer, Division of Water Resources,
KANSAS STATE BOARD OF AGRICULTURE.

THE STATE



OF KANSAS

KANSAS DEPARTMENT OF AGRICULTURE
Jamie Clover Adams, Secretary of Agriculture

DIVISION OF WATER RESOURCES
David L. Pope, Chief Engineer

CERTIFICATE OF APPROPRIATION FOR BENEFICIAL USE OF WATER

WATER RIGHT, File No. 27,277

PRIORITY DATE August 27, 1976

WHEREAS, It has been determined by the undersigned that construction of the appropriation diversion works has been completed, that water has been used for beneficial purposes and that the appropriation right has been perfected, all in conformity with the conditions of approval of the application pursuant to the water right referred to above and in conformity with the laws of the State of Kansas.

NOW, THEREFORE, Be It Known that DAVID L. POPE, the duly appointed, qualified and acting Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture, by authority of the laws of the State of Kansas, and particularly K.S.A. 82a-714, does hereby certify that, subject to vested rights and prior appropriation rights, the appropriator is entitled to make use of groundwater to be withdrawn by means of a well located in the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 16, more particularly described as being near a point 2,615 feet North and 2,175 feet West of the Southeast corner of said section, in Township 35 South, Range 33 West, Seward County, Kansas, at a diversion rate not in excess of 1,230 gallons per minute (2.74 c.f.s.) and a quantity not to exceed 302 acre-feet of water per calendar year for irrigation use on the following described property:

80.00 acres in the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$),
34.00 acres in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$),
38.00 acres in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$),
36.00 acres in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$),
40.00 acres in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$),
24.76 acres in Lot 2 (S $\frac{1}{2}$ SW $\frac{1}{4}$),
80.00 acres in the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$),
24.68 acres in Lot 1 (S $\frac{1}{2}$ SE $\frac{1}{4}$),

a total of 357.44 acres in Section 16, Township 35 South, Range 33 West, Seward County, Kansas.

The maximum authorized acres that were lawfully irrigated in any one calendar year during the perfection period were 250 acres.

(over)

RECEIVED
KS Dept. of Agriculture

MAY 23 2001

Garden City Field Office
Division of Water Resources

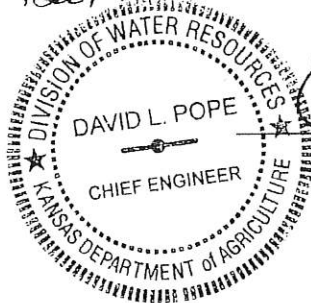
MICROFILMED

The quantity of water and rate of diversion limitation that when combined with Application File No. 454, would provide a total of not more than 740 acre-feet of water per calendar year to be diverted at a maximum rate of 2,550 gallons per minute for irrigation use on the land described in the application has hereby been rescinded.

All terms, conditions and limitation applicable to the Appropriation of Water not expressly changed or removed by the issuance of the Certificate of Appropriation remain in full force and effect. Failure to comply with those terms, conditions and limitations, and those added or amended by this Certificate, will result in the suspension of this appropriation right or revocation and dismissal of this appropriation right.

This is a final agency action. If you choose to appeal this decision or any finding or part thereof, you must do so by filing a petition for review in the manner prescribed by the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KJRA K.S.A. 77-601 et. seq.) within 30 days of service of this order. Your appeal must be made with the appropriate district court for the district of Kansas. If you have any questions or would like clarification concerning this order, you may contact the Chief Engineer.

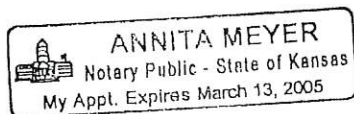
IN WITNESS WHEREOF, I have hereunto set my hand at my office at Topeka, Kansas, this 4th day of May, 2001



David L. Pope, P.E.
Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

State of Kansas)
) SS
County of Shawnee)

The foregoing instrument was acknowledged before me this 4th day of May, 2001, by David L. Pope, P.E., Chief Engineer, Division of Water Resources, Kansas Department of Agriculture.



Notary Public

Real Estate Information



Database last updated on 4/23/2026 at 1:57 AM

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Parcel Details for 088-195-16-0-00-00-002.00-0

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Page 1 of 1

Owner Information
Owner's Name: SWALAR LLC
Mailing Address: PO Box 1009 Liberal, KS 67905-1009

Property Address
Address: 9268 King St Liberal, KS 67901

General Property Information
Property Class: Agricultural Use - A
Living Units: 1
Zoning:
Neighborhood: 614
Taxing Unit: 021-LIBERAL 480

Deed Information
Document #
Document Link

Neighborhood / Tract Information



Neighborhood: 614
Tract: Section: 16 Township: 35 Range: 33
Tract Description: S16, T35, R33, NW4 & N2S2 & LTS 1-2 LESS BEG 2481.67'S OF NW COR SXN TH E902.94'; N104'; E553.18'; S111.31'; W156.88'; S217.03'; W502.67'; N345.96'; W903.57'; N20' TO POB & LESS ROW
Acres: 352.78
Market Acres: 0.00

Land Based Classification System



Function: Farming / ranch operation (with improvements)
Activity: Farming, plowing, tilling, harvesting, or related activities
Ownership: Private-fee simple
Site: Dev Site - crops, grazing etc - with structures

Property Factors



Topography: Level - 1; Rolling - 4
Utilities: Well - 5; Septic - 6; Gas - 7
Access: Dirt Road - 3
Fronting: Residential Street - 4
Location: Neighborhood or Spot - 6
Parking Type: Off Street - 1
Parking Quantity: Adequate - 2
Parking Proximity: On Site - 3
Parking Covered:
Parking Uncovered:

Appraised Values



Tax Year

Property Class

Land
 Building
 Total

2026



June 24, 2026

Swalar LLC
c/o Steve and Vickie Larrabee
PO Box 1009
Liberal, KS 67905-1009

RE: +/- 363.52 acres of surface and 702 acre feet of water rights in 16-35S-33W

Dear Swalar LLC:

The City of Liberal is continuing its due diligence for the purchase of water and surface rights located in 16-35S-33W in Seward Co. The City has performed examination of the two water wells and it has been more of a delay than anticipated for the water well service company to work the City into their schedule. The water well under right #27,277 was pulled by Walters Irrigation with reports of a static water level of 190', pump set at 360' and depth of well 698' for 508' of saturated water thickness (good!). The water well under right #454 was drilled to only 350', is not mechanically functional with extensive disrepair which will require it to be redrilled and at a greater depth. Not good but not a deal breaker either.

A general engineering firm retained by the City is now involved in the assessment of the property before a review of the property purchase is presented for city commissioner decision making. The engineering firm has requested testing of the water be performed by Kansas Department of Health and Environment. Samples have been pulled and delivered to KDHE for testing. Results are expected within the next week to 10 days. Testing is needed to determine no contaminates exist which might render the water unsuitable for municipal use. Contaminates might include too high of nitrates or radioactive isotopes among other elements. There have been municipal water supplies in areas such as Dodge City and Lakin which have been impacted by these issues. We have not seen any of those concerns in our existing city wells or any in this immediate area which I am aware of at this time, but a step the City must complete.

Furthermore, the engineering firm has recognized a neighboring property owner with operations which pose a potential concern. That concern is a large number of used oilfield tanks on the property bordering to the east of the radio tower. The engineering firm has requested a Phase I environmental assessment be completed to ensure the Swalar property does not have hazardous waste. That cost estimate is appx \$3,500-\$5,000 and would not take a lot of time to complete. I have suggested to the engineering firm we add a stipulation for satisfactory completion of a Phase I if a purchase is approved by the City Commissioners and would be listed within the contract. Vicki and Steve have verbally agreed to splitting the cost of up to \$3,500. An aerial map attachment is being included for your convenience.

We are awaiting the KDHE water results at this juncture. Once the results are received, the engineering firm and our city manager wish to hold an informative session to discuss water rights in general with the City's board of commissioners. The intent for the informative session is for commissioners to become more educated on water right matters and make a more well-informed decision on the particular water

rights within the offer extended by Swalar LLC. I truly appreciate your understanding and patience as the City completes its due diligence on the property.

I may be reached direct at (620) 626-2278 or brian.mannel@cityofliberal.org for additional discussion.

Regards,



Brian Mannel

Chief Financial Officer
City of Liberal



July 31, 2026

Swalar LLC
c/o Steve and Vickie Larrabee
PO Box 1009
Liberal, KS 67905-1009

RE: +/- 363.52 acres of surface and 702 acre feet of water rights in 16-35S-33W

Dear Swalar LLC:

The City of Liberal has continued its due diligence for the purchase of water and surface rights located in 16-35S-33W in Seward Co.

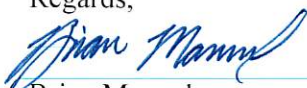
Discussions have since been held with regards to the potential of City of Liberal purchasing the water rights #454 and #27,277 with the City assuming the duties of contracts and deeds for a third-party buyer of the surface rights. The water rights would retain an implied easement on the 363.52 acres to access the surface for the purpose of drilling, building and maintaining access roads, laying pipelines and equipment. Steve and Vickie have extended an offer to sell the surface rights to Jim Betts for \$1,400 per acre. Should Jim Betts accept the offer of \$1,400/ac:

Total Real Estate Priced at:	\$1,050,000
Jim Betts surface rights purchase 363.52 ac X \$1,400	= (\$ 508,928)
Net portion due to the City of Liberal	\$ 541,072

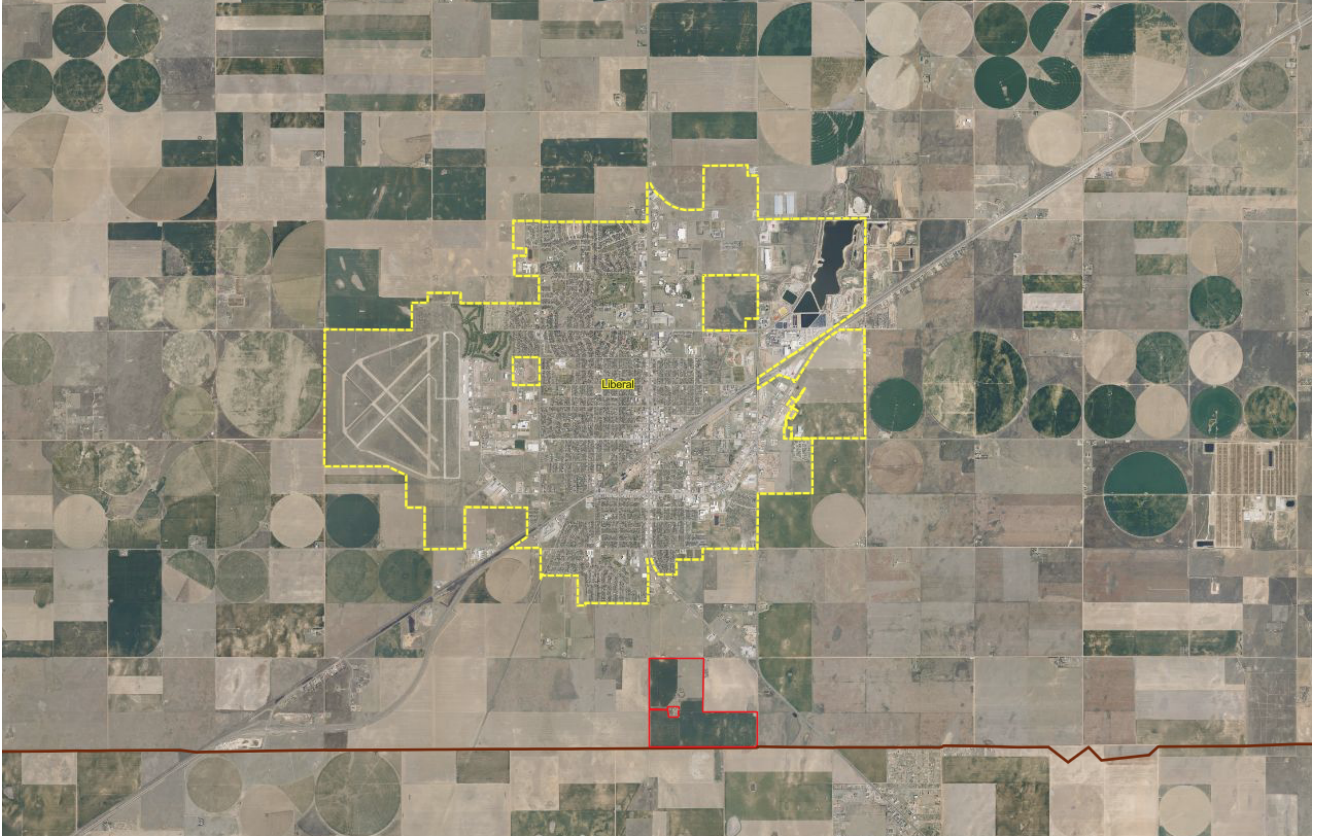
City of Liberal due at closing:	\$350,000
Remaining balance due 1 year after closing	\$191,072
Plus 1 yr financing cost	\$ 10,000
Total amount due 1 year after closing:	\$201,072

The proposal is subject to the previously discussed water test results and also, upon execution of a contract, the completion of a Phase I environmental assessment to the satisfaction of the City of Liberal. These proposed terms are subject to the approval of the Liberal City Commissioners. Again, I appreciate your understanding and patience while the City completed due diligence. I may be reached direct at (620) 626-2278 or brian.mannel@cityofliberal.org for additional discussion.

Regards,


Brian Mannel

Chief Financial Officer
City of Liberal





1816 E. Wyatt Earp • PO Box 1397 • Dodge City, KS 67801
www.servitech.com

Phone: 620.227.7123

800.557.7509

Fax: 620.227.2047

Lab #: 006519 **LABORATORY ANALYSIS REPORT** Report Date: 07/30/2026 03:47 pm

Send To: 15946	CITY OF LIBERAL 1401 E PINE ST LIBERAL, KS 67901		<i>Michele Lawson</i> Michele Lawson Data Review Coordinator	
Client Name:	JOSE ROSALES	Received:	07/22/2026 03:30 pm	
Sample ID:	LARABEE WELLS	Submitted By:	ST PICKUP	
Location:	IRRIGATION WELL	Invoice No:	397929	
Sampled:	07/15/2026 01:20 pm	P.O. #:		
Sampled By:	WALTERS IRRIGATION			

Analysis	Result	Unit	MCL	SMCL	lbs / Acre Inch	meq / L
Electrical Conductivity, at 17.7°C	190	µmho/cm	N/A	N/A		
pH, at 17.7°C	8.2	unit	N/A	6.5-8.5		
Iron Related Bacteria	500	CFU/mL	N/A	N/A		
Sulfate Reducing Bacteria	6000	CFU/mL	N/A	N/A		
Nitrate Nitrogen, NO3-N	<0.1	mg/L	10	N/A	<0.0	<0.0
Fluoride, F	0.42	mg/L	4	2	0.1	<0.1
Sulfate, SO4	17	mg/L	N/A	250	3.9	0.4
Sulfate-Sulfur, SO4-S	5.8	mg/L	N/A	N/A	1.3	0.4
Hardness (CaCO3)	46	mg/L	N/A	N/A		
Hardness (CaCO3)	2.7	grains/gal	N/A	N/A		
Total Calcium, Ca	17	mg/L	N/A	N/A	3.9	0.8
Total Magnesium, Mg	<1	mg/L	N/A	N/A	<0.2	<0.1
Total Sodium, Na	31	mg/L	N/A	N/A	7.0	1.3
Total Iron, Fe	1.19	mg/L	N/A	0.3	0.3	
Total Manganese, Mn	0.012	mg/L	N/A	0.05	<0.1	
Total Dissolved Solids (Calc), TDS	122	mg/L	N/A	500		

General Interpretations

N/A = Not Applicable

MCL = Maximum Contamination Level
(Primary standard, health effects)

SMCL = Secondary Maximum
Contamination Levels (Non-health effects)

Report formatted for regulatory compliance available upon request.

Page 1 of 3

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Lab #: 006519	LABORATORY ANALYSIS REPORT	Report Date: 07/30/2026 03:47 p
Sample ID: LARABEE WELLS	Client Name: JOSE ROSALES	Location: IRRIGATION WELL

IRON-RELATED BACTERIA ("moderate" to "moderately low"): The estimated density of iron-related bacteria in this sample is 500 CFU/mL (colony-forming units per milliliter), based upon the number of days to get a positive result. The "moderate to moderately low" rating suggests that treatment may or may not be needed, but additional testing is recommended.

Iron-related bacteria are a group of organisms that can use iron in their metabolism. They get their energy by converting soluble (ferrous) iron to insoluble (ferric) iron. This may result in iron precipitation (or "crystallization") and/or formation of reddish slime inside pipelines and fixtures, which may cause plugging, staining, metal pitting, and other problems. Consult a water treatment professional if these problems occur.

Iron-related bacteria populations can be described as:

Highly aggressive	 greater than 140,000 CFU/mL	 4. Excessive
Aggressive	 5,000 to 140,000 CFU/mL	 3. Significant
Moderate	 500 to 5,000 CFU/mL	 2. Moderate
Moderately low	 8 to 500 CFU/mL	 2. Moderate
Non-aggressive	 1 to 8 CFU/mL	 1. Trace
Absent	 less than 1 CFU/mL	 0. Absent

SULFATE-REDUCING BACTERIA ("aggressive"): The estimated density of sulfate-reducing bacteria in this sample is 6,000 CFU/mL (colony-forming units per milliliter), based upon the number of days to get a positive result. The "aggressive" rating suggests that treatment should be started in the near future before conditions degenerate further.

Sulfate-reducing bacteria obtain their energy by converting sulfate (SO₄) to hydrogen sulfide (H₂S). Problems from excessive bacteria include "rotten egg" odor and taste (especially when water is heated), staining, blackening of equipment from sulfides, slime formation, fouling, and the start of corrosive processes. Sulfate-reducing bacteria are not usually found in free-flowing water. They are typically part of a microbial community with other organisms, growing deep within biofilms or slimes where anaerobic (oxygen-free) conditions may exist. Treatment options may include chlorination, aeration, filtration, and/or adding biodispersants or antifoulants. Consult a water treatment professional for specific advice.

Sulfate-reducing bacteria populations can be described as:

Highly aggressive	 greater than 2,200,000 CFU/mL	 7. Excessive
Aggressive	 6,000 to 2,200,000 CFU/mL	 6. Significant
Moderately high	 1,400 to 6,000 CFU/mL	 5. Moderately high
Moderate	 325 to 1,400 CFU/mL	 4. Moderate
Moderately low	 75 to 325 CFU/mL	 3. Moderate/Trace
Non-aggressive	 1 to 100 CFU/mL	 2. Trace
Absent	 less than 1 CFU/mL	 1. Absent

Interpretations for Drinking Water (40 CFR 141)

NITRATE-NITROGEN: LOW (less than 3.0 mg/L NO₃-N), **SAFE:** The U.S. Public Health Service considers drinking water with nitrate nitrogen levels at or below 10 mg/L (or nitrate levels at or below 45 ppm NO₃) to be acceptable for unlimited consumption. Recommend testing this water supply routinely to confirm low nitrate concentrations. Nitrate occurs in many natural waters at a concentration of 1 to 3 mg/L. Levels above this may suggest nitrate impact from man-made sources.

N/A = Not Applicable

MCL = Maximum Contamination Level
(Primary standard, health effects)

SMCL = Secondary Maximum
Contamination Levels (Non-health effects)

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Lab #: 006519	LABORATORY ANALYSIS REPORT	Report Date: 07/30/2026 03:47 p
Sample ID: LARABEE WELLS	Client Name: JOSE ROSALES	Location: IRRIGATION WELL

FLUORIDE: LOW (less than 0.5 mg/L F) - **SATISFACTORY:** The fluoride concentration is below the optimum range for drinking water. Young children may require supplemental fluoride to promote good dental health and tooth development. Contact your dentist or physician concerning use of supplemental fluoride.

IRON: The U.S. E.P.A. has established a secondary (non-health related) maximum contaminant level of 0.3 mg/L for iron (Fe). Excess iron may cause disagreeable taste or staining. Iron-related bacteria may be present in the water system. Proper water treatment may correct or reduce severity of the problem.

IRON: EXTREMELY HIGH (0.90 - 1.80 mg/L Fe), **UNDESIREABLE:** This water supply is considered safe to use for drinking,. It may have a disagreeable taste or odor, may cause staining, and/or cause reddish-to-brownish deposits in plumbing fixtures. iron-related bacteria may be present in the water system. These bacteria do not pose a health risk, but may seriously aggravate iron problems. Additional testing is needed to verify the presence of iron-related bacteria. Chlorination and/or additional water treatment may be needed. Iron problems have different causes and treatments, so consult with a reputable water professional to choose the best treatment method.

MANGANESE: HIGH (0.01 - 0.05 mg/L Mn), **ACCEPTABLE:** Manganese is not a health concern, but some individuals may find the water to look, taste, or smell unusual. The manganese level in this water is not expected to affect any uses for drinking or household purposes.

HARDNESS: Water with hardness less than 60 mg/L CaCO₃ or less than 3.5 grains per gallon is considered "soft" water. Water with 120 to 180 mg/L CaCO₃ (7.0 - 10.5 grains per gallon) or higher is considered "hard" water.

HARDNESS: SOFT to SLIGHTLY HARD (17- 60 mg/L or 1.0 - 3.5 grains per gallon): Water hardness results from dissolved calcium and magnesium minerals. Water is "softened" by removing the calcium and magnesium and replacing with sodium. Softening has no direct effect on drinking water safety. Softening helps eliminate lime deposits and improves detergent performance.

TOTAL DISSOLVED SOLIDS: The U.S. E.P.A. has established a secondary (non-health related) maximum contaminant level of 500 mg/L for total dissolved solids (TDS).

TOTAL DISSOLVED SALTS: LOW (less than 250 mg/L TDS), **DESIREABLE:** This water supply is considered acceptable for unlimited use as a supply for drinking water and human consumption. TDS has been calculated from the electrical conductivity result.

SODIUM: EPA has not established a contaminant level for sodium, but excess sodium may be a factor in certain diets.

SODIUM: MODERATE (20 - 50 mg/L Na), **ACCEPTABLE:** Individuals on a restricted sodium diet may wish to consider the contribution of the sodium in drinking water when planning diets. A typical adult will consume about two quarts daily. This water would contribute about 50 to 100 mg of sodium per day.

N/A = Not Applicable

MCL = Maximum Contamination Level
(Primary standard, health effects)

SMCL = Secondary Maximum
Contamination Levels (Non-health effects)

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Lab #: D-2026NL006520		LABORATORY REPORT		Report Date: 07/28/2026 09:56 am	
		Send To: CITY OF LIBERAL 15946 1401 E PINE ST LIBERAL, KS 67901		 Michele Lawson Data Review Coordinator	
Project ID: Project Title: Sample ID: LARABEE WELLS Client Name: JOSE ROSALES Subject: Irrigation Water Lab Analysis		Date/Time Received: 07/22/2026 03:30 pm Name of Submitter: ST PICKUP Date/Time Sampled: 07/15/2026 01:20 pm Name of Sampler: WALTERS IRRIGATION		Location: IRRIGATION WELL Invoice No: 397929 P.O. #: Depth: Flow Rate:	

Analysis	Result	Unit	RL	Method	Analysis Date/Time	Tech
Accredited Tests						
¹ Nitrate Nitrogen, NO3-N	4.59	mg/L AR	0.10	EPA 300.0	7/24/2026 6:39AM	CF
Non-Accredited Tests						
Iron Related Bacteria	9000	CFU/mL AR	1	BART_IRB Test	7/23/2026 3:04PM	CF
Fluoride, F	0.80	mg/L AR	0.20	EPA 300.0	7/24/2026 6:39AM	CF
Sulfate, SO4	57	mg/L	0.60	Calculation		
Sulfate-Sulfur, SO4-S	19	mg/L AR	0.20	EPA 300.0	7/24/2026 6:39AM	CF
Total Calcium, Ca	63	mg/L AR	1.0	EPA 200.7 Digestion / EPA 200.7	7/27/2026 4:30PM	MJF
Total Magnesium, Mg	26	mg/L AR	1.0	EPA 200.7 Digestion / EPA 200.7	7/27/2026 4:30PM	MJF
Total Sodium, Na	25	mg/L AR	1.0	EPA 200.7 Digestion / EPA 200.7	7/27/2026 4:30PM	MJF
Total Iron, Fe	18.5	mg/L AR	0.05	EPA 200.7 Digestion / EPA 200.7	7/27/2026 4:30PM	MJF
Total Manganese, Mn	0.129	mg/L AR	0.005	EPA 200.7 Digestion / EPA 200.7	7/27/2026 4:30PM	MJF
Total Dissolved Solids (Calc), TDS	372	mg/L	5	Calculation		
Hardness (CaCO3)	260	mg/L	10	Calculation		

Test Basis: AR=As Received

RL = Reporting Limit

NA = Not Applicable

Page 1 of 5

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Lab #: D-2026NL006520		LABORATORY REPORT				Report Date: 07/28/2026 09:56 am		
Analysis		Result	Unit	RL	Method	Analysis Date/Time		Tech
Hardness (CaCO3)		15	grains/gal	0.6	Calculation			
Electrical Conductivity, at 18.1°C		582	µmho/cm	AR	0.1	SM 2510 B-2021	7/23/2026 11:58AM	JLH
¹ pH, at 18.1°C		7.1	unit	AR	NA	SM 4500-H+ B-2021	7/23/2026 11:58AM	JLH
Sulfate Reducing Bacteria		6000	CFU/mL	AR	1	BART_SRB Test	7/23/2026 3:09PM	CF
Result Notes								
¹ The sample was received and analyzed outside the regulatory holding time for this analyte.								
Additional Information								
Analysis	Result	lbs / Acre Inch		meq / L	MCL	SMCL		
Iron Related Bacteria	9000	CFU/mL			N/A	N/A		
Nitrate Nitrogen, NO3-N	4.59	mg/L	1.0	0.3	10	N/A		
Fluoride, F	0.80	mg/L	0.2	<0.1	4	2		
Sulfate, SO4	57	mg/L	12.9	1.2	N/A	250		
Sulfate-Sulfur, SO4-S	19	mg/L	4.3	1.2	N/A	N/A		
Total Calcium, Ca	63	mg/L	14.3	3.1	N/A	N/A		
Total Magnesium, Mg	26	mg/L	5.9	2.1	N/A	N/A		
Total Sodium, Na	25	mg/L	5.7	1.1	N/A	N/A		
Total Iron, Fe	18.5	mg/L	4.2		N/A	0.3		
Total Manganese, Mn	0.129	mg/L	<0.1		N/A	0.05		
Total Dissolved Solids (Calc), TDS	372	mg/L			N/A	500		
Hardness (CaCO3)	260	mg/L			N/A	N/A		
Hardness (CaCO3)	15	grains/gal			N/A	N/A		
Electrical Conductivity, at 18.1°C	582	µmho/cm			N/A	N/A		
pH, at 18.1°C	7.1	unit			N/A	6.5-8.5		
Sulfate Reducing Bacteria	6000	CFU/mL			N/A	N/A		
MCL = Maximum Contamination Level (Primary standard, health effects)				SMCL = Secondary Maximum Contamination Levels (Non-health effects)				
Test Basis: AR=As Received								
NA = Not Applicable				Page 2 of 5				



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Lab #: D-2026NL006520

LABORATORY REPORT

Report Date: 07/28/2026 09:56 am

General Interpretations

IRON-RELATED BACTERIA ("aggressive"): The estimated density of iron-related bacteria in this sample is 9,000 CFU/mL (colony-forming units per milliliter), based upon the number of days to get a positive result. The "aggressive" rating suggests that treatment should be started in the near future before conditions degenerate further.

Iron-related bacteria are a group of organisms that can use iron in their metabolism. They get their energy by converting soluble (ferrous) iron to insoluble (ferric) iron. High populations may result in iron precipitation (or "crystallization") and/or formation of reddish slime inside pipelines and fixtures, which may cause plugging, staining, and other problems. Treatment options may include chlorination, aeration and settling, or acidification, depending on the particular circumstances. Consult a water treatment professional for specific advice.

Iron-related bacteria populations can be described as:

Highly aggressive	 greater than 140,000 CFU/mL		4. Excessive
Aggressive	 5,000 to 140,000 CFU/mL		3. Significant
Moderate	 500 to 5,000 CFU/mL		2. Moderate
Moderately low	 8 to 500 CFU/mL		2. Moderate
Non-aggressive	 1 to 8 CFU/mL		1. Trace
Absent	 less than 1 CFU/mL		0. Absent

Test Basis: AR=As Received

NA = Not Applicable

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Phone: 620.227.7123 • 800.557.7509 • Fax: 620.227.2047

Lab #: D-2026NL006520

LABORATORY REPORT

Report Date: 07/28/2026 09:56 am

Interpretations for Drinking Water (40 CFR 141)

NITRATE-NITROGEN: MODERATE (3.0 - 7.0 mg/L NO₃-N), **SAFE:** The U.S. Public Health Service considers drinking water with nitrate-nitrogen levels at or below 10 mg/L NO₃-N (or nitrate levels at or below 45 ppm NO₃) to be acceptable for unlimited consumption. Recommend that this water supply be tested routinely to confirm low nitrate concentrations.

NITRATE plus NITRITE: Nitrate and nitrite are related nitrogen compounds. Nitrate is more commonly found in water than nitrite. The nitrate and nitrite levels should be added together to determine the potential health effect of a drinking water supply. If the sum of the combined levels (mg/L NO₃-N + mg/L NO₂-N) is greater than 10 mg/L, the water exceeds the US-EPA maximum contaminant level (MCL) and is considered to be unsafe for human consumption.

FLUORIDE: MODERATE (0.5 to 1.0 mg/L F) - **OPTIMUM:** Drinking water fluoride concentrations in this range will aid in preventing dental cavities, promote good dental health, and tooth development. Supplemental fluoride for young children is likely not required, but contact your dentist or physician concerning use of supplemental fluoride.

IRON: The U.S. E.P.A. has established a secondary (non-health related) maximum contaminant level of 0.3 mg/L for iron (Fe). Excess iron may cause disagreeable taste or staining. Iron-related bacteria may be present in the water system. Proper water treatment may correct or reduce severity of the problem.

IRON: EXCESSIVELY HIGH (greater than 1.80 mg/L Fe), **VERY UNDESIREABLE:** The iron concentration in this sample does not pose a risk to human health, but is likely responsible for taste, odor, staining, and fouling problems. Specialized water treatment methods, including chlorination, may be needed to use this water for household purposes. Iron-related bacteria may be present in the water system, which are not a health hazard, but will aggravate iron problems. Additional testing is needed to verify the presence of iron-related bacteria. Iron problems have different causes and treatments, so consult with a reputable water professional to choose the best treatment method.

HARD: Water with hardness greater than 60 mg/L or 3.5 grains/gallon is considered hard. Water hardness results from dissolved calcium and magnesium minerals. Hardness has no direct effect on drinking water safety, but hard water requires more detergent for cleaning and may form "soap scum". Hardness may form scale deposits on plumbing and appliances. If water is heated or frozen, minerals may precipitate and form deposits on ice and beverages. Pretreatment with a water softener or softening agent to remove calcium and magnesium may be beneficial if problems from hardness occur.

MANGANESE: EXTREMELY HIGH (0.10 - 0.50 mg/L Mn), **UNDESIREABLE:** Manganese levels are expected to cause staining, and grayish to blackish deposits on plumbing fixtures, sinks, toilet tanks, appliances, etc. This water supply is considered safe for human consumption, but is likely to have a disagreeable taste or odor. Water treatment, which may include chlorination, will be needed to correct manganese problems. Manganese removal from water is complicated, so consult with a water treatment firm to choose the best treatment method.

Test Basis: AR=As Received

NA = Not Applicable

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Phone: 620.227.7123 • 800.557.7509 • Fax: 620.227.2047

Lab #: D-2026NL006520

LABORATORY REPORT

Report Date: 07/28/2026 09:56 am

Interpretations for Drinking Water (40 CFR 141)

TOTAL DISSOLVED SOLIDS: The U.S. E.P.A. has established a secondary (non-health related) maximum contaminant level of 500 mg/L for total dissolved solids (TDS).

MANGANESE: The U.S. E.P.A. has established a secondary (non-health related) maximum contaminant level of 0.05 mg/L for manganese (Mn). Excess manganese may cause disagreeable taste or staining. Proper water treatment may correct or reduce severity of the problem.

SODIUM: EPA has not established a contaminant level for sodium, but excess sodium may be a factor in certain diets.

NELAP Statement

Laboratory Accreditation: The analytical results included in this report meet all the requirements of the National Environmental Laboratory Accreditation Program (NELAP), unless otherwise noted.

Sample Acceptability Criteria

Sample not received 'on ice'.

Accreditation Agency

TCEQ
KDHE
OK DEQ

Accreditation Number

TX-C25-00208
E-10150
Lab ID 9707 Cert# 2026-130

Test Basis: AR=As Received

NA = Not Applicable

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**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 8.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Revenue Neutral Rate

The City of Liberal was notified by Seward County in June 2026 that our 2027 Budget Revenue Neutral Rate was 47.139 mills. Through our 2027 budget discussions, we anticipate that our budget will include up to 53.392 mills. Resolution No. 2459 was adopted on July 14, 2026 with our intent to levy a property tax in excess of the Revenue Neutral Rate. The Seward County Clerk was notified of our intent on July 15, 2026. The City's 2027 Notice of Hearing to Exceed Revenue Neutral Rate was published in the High Plains Daily Leader and Times on August 13, 2026.

The City's 2026 Budget included 50.367 mills (final amount of 51.392 mills based on valuations) with a total tax levy of \$8,131,454. The 2027 Budget includes an estimate of up to 53.392 mills with a max tax levy of \$9,270,919. Due to the increase in 2027 valuations over that of 2026, an additional \$1,139,465 of property tax dollars would be generated at the 53.392 mill rate. The quantity of estimated 2027 mills is subject to change, dependent upon the final assessed valuation in November 2026.

City Staff anticipate through final budget talks that we should be able to land between last year's final number of mills and the increased proposal of 53.392.

Recommendation:

Staff recommends the review of this information with the input of taxpayers in attendance, followed by the approval of Resolution No. 2461.



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 8.a.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Public Hearing

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 8.b.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Resolution No. 2461 - Levy Property Tax Exceeding RNR

Recommendation:

City Staff recommend the adoption of Resolution No. 2461, to levy a property tax rate exceeding the Revenue Neutral Rate for the Budget Year 2027.

RESOLUTION NO. 2461

A RESOLUTION TO LEVY A PROPERTY TAX RATE EXCEEDING THE REVENUE NEUTRAL RATE FOR THE BUDGET YEAR 2027.

WHEREAS, the Revenue Neutral Rate for the City of Liberal was calculated as 47.139 mills by the Seward County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Liberal will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body held a hearing on August 25, 2026, allowing all interested taxpayers desiring to be heard an opportunity to give oral testimony; and

WHEREAS, the Governing Body of the City of Liberal, having heard testimony, still finds it necessary to exceed the Revenue Neutral Rate.

BE IT RESOLVED by the Governing Body of the City of Liberal, Seward County Kansas:

The City of Liberal shall levy a property tax rate exceeding the Revenue Neutral Rate of 47.139 mills for the Budget Year 2027.

This Resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

PASSED AND APPROVED by the Governing Body of the City of Liberal, Kansas and signed by the Mayor on this 25th day of August, 2026.

Jeff Parsons, Mayor

ATTEST:

Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 9.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From:

RE: Resolution No. 2462 - Authorizing Consent to the Subordination of Bond Documents (Liberal Hospitality, LLC IRB's)

Resolution No. 2462 Authorizes the City to Consent to the Subordination of Bond Documents in connection with Taxable Industrial Revenue Bonds, Series 2019 (Liberal Hospitality, LLC) of the City of Liberal, Kansas. Adoption of the resolution approves the attached Subordination Agreement.

Recommendation:

RESOLUTION NO. 2462

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS AUTHORIZING THE CITY TO CONSENT TO THE SUBORDINATION OF BOND DOCUMENTS IN CONNECTION WITH TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2019 (LIBERAL HOSPITALITY, LLC) OF THE CITY OF LIBERAL, KANSAS

WHEREAS, the City of Liberal, Kansas (the “City”) has issued its Taxable Industrial Revenue Bonds, Series 2019 (Liberal Hospitality, LLC) in the aggregate principal amount not to exceed \$7,430,000 (the “Bonds”) pursuant to a Bond Agreement dated December 23, 2019 (the “Bond Agreement”), by and between the City, Security Bank of Kansas City, as Fiscal and Paying Agent (the “Fiscal and Paying Agent”), and Liberal Hospitality, LLC, a Kansas limited liability company (“Tenant”), to finance the costs of the acquisition and construction of a certain hotel facility (the “Improvements”); and

WHEREAS, pursuant to a Site Lease dated December 23, 2019, between Liberal Hospitality, LLC, a Kansas limited liability company and the City (the “Site Lease”), the Tenant leased the Improvements and the real property on which the Improvements were constructed and installed (the “Site”) to the City; and

WHEREAS, the City leased the Improvements (as defined in the Site Lease) to the Tenant pursuant to a Lease dated December 23, 2019, between the City and the Tenant (the “Lease”); and

WHEREAS, the Tenant assigned its rights in the Lease to the Bank, as fiscal and paying agent, by Collateral Assignment of Lease, dated December 23, 2019, (the “Tenant Assignment”; the Issuer Assignment and the Tenant Assignment being collectively, the “Assignments”); and

WHEREAS, Lender has agreed to make a loan to Tenant (the “Loan”) conditioned on, among other conditions, the full execution of this Subordination Agreement; and

WHEREAS, the Loan will or may be secured by, among other things, a Mortgage and Security Agreement (Includes Fixture Filing) given by Tenant, as mortgagor/borrower, to the Lender, to be recorded with the Register of Deeds of Seward County, Kansas, on or after the date hereof (the “Mortgage”), covering, among other things, Tenant’s fee simple interest in the Demised Premises, Tenant’s leasehold interest in the Demised Premises pursuant to the Lease, and Tenant’s right, title and interest in and to the improvements constructed on the Demised Premises; and

WHEREAS, the parties desire to make the Issuer’s leasehold interest in the Demised Premises and Bank’s collateral and security interest in the Demised Premises pursuant to the Assignments subject and subordinate to the Mortgage and all other security interests in favor of Lender securing the Loan, pursuant to the terms hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY:

Section 1. Approval of Subordination Agreement. The Governing Body of the City hereby approves the Subordination Agreement in substantially the form presented to the Governing Body on this date, and consents to the agreements provided for therein. The Mayor is hereby authorized and directed to execute and deliver such document with such changes therein as shall be approved by the officials of the City

executing such documents, such officials' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

Section 2. Further Authority. The Mayor is hereby authorized and directed to execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the aforementioned document and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the City.

[BALANCE OF PAGE INTENTIONALLY BLANK]

ADOPTED by the City Commission of the City of Liberal, Kansas, on August 25, 2026.

[SEAL]

Mayor

ATTEST:

City Clerk

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made by and among **WESTERN STATE BANK** (“Lender”), **LIBERAL HOSPITALITY, LLC**, a Kansas limited liability company (“Tenant”), **SECURITY BANK OF KANSAS CITY, KANSAS CITY, KANSAS** (the “Bank”), and the **CITY OF LIBERAL, KANSAS**, a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas (“Issuer”).

WITNESSETH:

WHEREAS, pursuant to a Site Lease, dated December 23, 2019, between Tenant and Issuer, and a Lease between Issuer and Tenant, dated December 23, 2019, a notice of which was recorded in the records of the Register of Deeds of Seward County, Kansas in Vol. 712 at Page 1043 (together with any amendments, modifications, extensions, renewals, substitutions or assignments thereof, collectively referred to as the “Lease”) with respect to the real property legally described on *Exhibit A* attached hereto (the “Demised Premises”), Tenant leases the Demised Premises; and

WHEREAS, the Issuer assigned its rights in the Lease to the Bank, as fiscal and paying agent, by an Assignment of Lease and Security Agreement, dated December 23, 2019, and recorded in the records of the Register of Deeds of Seward County, Kansas in Vol. 712 at Page 1046 (the “Issuer Assignment”); and

WHEREAS, the Tenant assigned its rights in the Lease to the Bank, as fiscal and paying agent, by Collateral Assignment of Lease, dated December 23, 2019, (the “Tenant Assignment”; the Issuer Assignment and the Tenant Assignment being collectively, the “Assignments”); and

WHEREAS, Lender has agreed to make a loan to Tenant (the “Loan”) conditioned on, among other conditions, the full execution of this Subordination Agreement; and

WHEREAS, the Loan will or may be secured by, among other things, a Mortgage and Security Agreement (Includes Fixture Filing) given by Tenant, as mortgagor/borrower, to the Lender, to be recorded with the Register of Deeds of Seward County, Kansas, on or after the date hereof (the “Mortgage”), covering, among other things, Tenant’s fee simple interest in the Demised Premises, Tenant’s leasehold interest in the Demised Premises pursuant to the Lease, and Tenant’s right, title and interest in and to the improvements constructed on the Demised Premises; and

WHEREAS, the parties desire to make the Issuer’s leasehold interest in the Demised Premises and Bank’s collateral and security interest in the Demised Premises pursuant to the Assignments subject and subordinate to the Mortgage and all other security interests in favor of Lender securing the Loan, pursuant to the terms hereof;

NOW, THEREFORE, the parties, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The Issuer’s leasehold interest in the Demised Premises, Tenant’s leasehold interest in the Demised Premises and Bank’s interest in the Demised Premises and in the leasehold interests of Issuer and Tenant in the Demised Premises pursuant to the Assignments, and any right, title and interest of Issuer and/or Bank in and to the improvements thereon, and in and to the “Lease” are and shall at all times from and after the date hereof be subject and subordinate to the Mortgage and all other security interests in favor

of Lender, and the liens and security interests thereof, and to all the terms, conditions and provisions of the Mortgage and any other security instrument in favor of Lender, and to each and every advance made or hereafter made under the Mortgage, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Mortgage and any other security instrument in favor of Lender, but only until the expiration of the Term (as defined in the Lease); provided, however, and Lender agrees, that in the event of any act, omission or default by Tenant that would give Lender the right, either immediately or after the lapse of a period of time, to declare a default or breach under the Mortgage and any other security instrument in favor of Lender, and elect one or more remedies, including but not limited to foreclosure of the Mortgage, Lender will not exercise any such right until it has given written notice of such act, omission or default to Issuer and provided Issuer the right to cure for any applicable cure period set forth in the Mortgage.

2. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Subordination Agreement, signed by the party giving such notice, and delivered by: (a) hand-delivery, and considered delivered upon receipt; (b) certified mail, and considered delivered upon signed receipt or refusal to accept delivery; or (c) nationally-recognized overnight delivery service, and considered delivered the next business day after the notice is deposited with that service for delivery, and addressed to the other parties as follows (or to such other address or person as any party or person entitled to notice may by notice to the other parties specify):

To Lender: Western State Bank
2121 N. 14th Ave.
Dodge City, Kansas 67801
Attention: Chief Lending Officer

To Tenant: Liberal Hospitality, LLC
3325 Cheyenne Villa Circle
Edmond, Oklahoma 73013
Attention: L. S. Multani

To Bank: Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P. O. Box 171297
Kansas City, Kansas 66117

To Issuer: City of Liberal, Kansas
c/o City Clerk
324 N. Kansas Avenue
Liberal, Kansas 67901

3. Issuer and Tenant hereby represent, covenant and warrant to Lender:

(a) That the Lease is in full force and effect and unmodified;

(b) That all Basic Rent and Additional Rent (as defined in the Lease) have been paid to the extent they were payable prior to the date hereof;

(c) That there is no existing Event of Default (as defined in the Lease) under the provisions of the Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of the Issuer or Tenant to be observed and performed;

(d) That the Issuer and Tenant shall not modify, extend or in any way alter the terms of the Lease or cancel or surrender the Lease, without the prior written consent of Lender; and

(e) That there are no other agreements, written or oral, between the Tenant and the Issuer with respect to the Lease and/or the Demised Premises.

4. This Subordination Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Kansas.

5. A fully-executed original of this Subordination Agreement may be recorded with the Seward County, Kansas, Register of Deeds against the Demised Premises by any party or their successors and assigns and/or as an exhibit to the Mortgage.

6. Signatures to this Subordination Agreement may be signed in counterpart, on separate pages, which may then be assembled as the complete agreement of the parties.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have duly executed this Subordination Agreement effective as of the date on which the last signature required for this Subordination Agreement is made below.

“Lender”

WESTERN STATE BANK

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____)

) ss:

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2026,
by _____, as _____ of Western State Bank.

Notary Public

My appointment expires _____

LIBERAL HOSPITALITY, LLC.
A Kansas limited liability company

ACKNOWLEDGMENTS

This instrument was acknowledged before me on this ____ day of _____, 2026,
by Karanpreet S. Multani, as Managing Member of Liberal Hospitality, LLC., a Kansas limited liability
company.

My appointment expires_____

“Bank”

Security Bank of Kansas City
Kansas City, Kansas

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 2026,
by _____, as _____ of Security Bank of
Kansas City, Kansas City, Kansas, a national banking association or corporation.

Notary Public

My appointment expires _____

“Issuer”

City of Liberal, Kansas

By: _____
Name: Jeff Parsons
Title: Mayor
Date: _____

Attest: [SEAL]

By: _____
Name: Alicia Hidalgo
Title: City Clerk
Date: _____

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEWARD)

This instrument was acknowledged before me on this ____ day of _____, 2026,
by Jeff Parsons, as Mayor, and Alicia Hidalgo, as City Clerk, of the City of Liberal, Kansas, a municipal
corporation incorporated as a city of the first class.

Notary Public

My appointment expires_____

EXHIBIT A
(Description of Property)

Exhibit A to Subordination Agreement by and among Western State Bank (“Lender”), Liberal Hospitality, LLC, a Kansas limited liability company (“Tenant”), Security Bank of Kansas City (the “Bank”) and the City of Liberal, Kansas, a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State of Kansas (“Issuer”).

Demised Premises

Lot One (1), Block One (1) of the Hotel Addition to the City of Liberal, Seward County, Kansas.

**BEFORE THE BOARD OF TAX APPEALS
STATE OF KANSAS**

IN THE MATTER OF THE
APPLICATION OF CITY OF
LIBERAL/LIBERAL HOSPITALITY,
L.L.C. FOR EXEMPTION OF
PROPERTY LOCATED IN SEWARD
COUNTY, KANSAS

Docket No. 2020-865-IRBX

ORDER

Now the above-captioned matter comes on for consideration by the Board of Tax Appeals of the State of Kansas.

The Board finds and concludes as follows: The Board has jurisdiction of the subject matter and the parties, as an application for exemption has been filed pursuant to K.S.A. 2018 Supp. 79-213. The subject property of this tax exemption application is described as follows:

Real estate and improvements -
412 Zeigler Ave., Liberal, Kansas,
known as Parcel ID# 088-192-04-0-20-15-001.00-0.

The subject property is not within a redevelopment district as defined by K.S.A. 2018 Supp. 12-1770 *et seq.* The subject property is leased to Liberal Hospitality, LLC, who uses the property as a hotel facility.

The applicant constructed or purchased the subject property with the proceeds of revenue bonds issued in an aggregate principal amount of \$7,430,000 on December 23, 2019, pursuant to K.S.A. 12-1740 through K.S.A. 12-1741b, K.S.A. 2018 Supp. 12-1742, K.S.A. 12-1743, K.S.A. 12-1744, K.S.A. 2018 Supp. 12-1744a, K.S.A. 2018 Supp. 12-1744b, K.S.A. 2018 Supp. 12-1744c, K.S.A. 2018 Supp. 12-1744d, and K.S.A. 12-1744e through 12-1749d.

Pursuant to K.S.A. 12-1749d, the applicant conducted a public hearing on October 11, 2016, after publishing notice of the hearing in *The High Plains Daily Leader & Times* at least once seven days prior thereto, and notifying the Board of Seward County Commissioners, Seward County Community College, and USD # 480. On September 20, 2016, the applicant completed a cost-benefit analysis that demonstrated the effects on state revenues. The applicant passed Ordinance #4532 and Resolution #2249 authorizing the issuance of the industrial revenue bonds.

The subject property was constructed or purchased with the proceeds of revenue bonds issued pursuant to K.S.A. 12-1740 through K.S.A. 12-1741b, K.S.A. 2018 Supp. 12-1742, K.S.A. 12-1743, K.S.A. 12-1744, K.S.A. 2014 Supp. 12-1744a, K.S.A. 2018 Supp. 12-1744b, K.S.A. 2018 Supp. 12-1744c, K.S.A. 2018 Supp. 12-1744d, and K.S.A. 12-1744e through 12-1749d and qualifies for exemption pursuant to K.S.A. 2018 Supp. 79-201a *Second*. The exemption is limited to that portion of the property constructed or purchased with the proceeds of the bonds issued on December 23, 2019 in an aggregate principal amount of \$7,430,000. (\$5,258,970.60 for improvements; \$360,250.00 for personal property; and \$1,810,779.40 for personal property exempt pursuant to K.S.A. 79-223.).

The applicant is required to file its annual claim for exemption with the county appraiser prior to March 1, as provided in K.S.A. 2018 Supp. 79-210. The taxpayer must report to the county appraiser any property acquired, regardless of whether the property is acquired with revenue bond proceeds. See K.S.A. 79-301 *et seq.*

The period of exemption is ten (10) calendar years beginning January 1, 2020 through December 31, 2029 or for so long as the bonds remain outstanding, whichever period is shorter. The exemption shall terminate upon a failure to pay all taxes levied on that portion of the subject property which is not exempt, and the entire property shall then be subject to sale in the manner prescribed by K.S.A. 79-2301 *et seq.*

Pursuant to 2017 Kansas Senate Bill 19, § 52, this grant of tax exemption shall not be deemed to exempt any such property from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-8801, and amendments thereto. 2017 Kansas Senate Bill 19, § 52, however, shall not apply to exemptions granted by this Board when the associated resolution of intent, letter of intent or inducement resolution to issue revenue bonds and grant property tax abatement was approved by any governing body of any city or the board of commissioners of any county or the public hearing required by K.S.A. 79-251, and amendments thereto, was conducted prior to May 1, 2017.

IT IS THEREFORE ORDERED that the application for exemption from ad valorem taxation is granted from January 1, 2020 through December 31, 2029 pursuant to Ordinance #4532 and Resolution #2249, and the terms and conditions of any applicable payment in lieu of tax agreement, so long as the applicant pays all taxes levied on non-exempted property.

IT IS FURTHER ORDERED that any refund due and owing the applicant shall be made pursuant to K.S.A. 2018 Supp. 79-213(k), which limits the refund to

the year immediately preceding the year in which the application is filed in accordance with K.S.A. 2018 Supp. 79-213(a).

Any party who is aggrieved by this order may file a written petition for reconsideration with this Board as provided in K.S.A. 77-529, and amendments thereto. *See* K.S.A. 74-2426(b), and amendments thereto. The written petition for reconsideration shall set forth specifically and in adequate detail the particular and specific respects in which it is alleged that the Board's order is unlawful, unreasonable, capricious, improper or unfair. Any petition for reconsideration shall be mailed to the Secretary of the Board of Tax Appeals. The written petition must be received by the Board within 15 days of the certification date of this order (allowing an additional three days for mailing pursuant to statute).

Rather than filing a petition for reconsideration, any aggrieved person has the right to appeal this order of the Board by filing a petition with the court of appeals or the district court pursuant to K.S.A. 74-2426(c)(4)(A), and amendments thereto. Any person choosing to petition for judicial review of this order must file the petition with the appropriate court within 30 days from the date of certification of this order. *See* K.S.A. 77-613(b) and (c) and K.S.A. 74-2426(c), and amendments thereto. Pursuant to K.S.A. 77-529(d), and amendments thereto, any party choosing to petition for judicial review of this order is hereby notified that the Secretary of the Board of Tax Appeals is to receive service of a copy of the petition for judicial review. Please note, however, that the Board would not be a party to any judicial review because the Board does not have the capacity or power to sue or be sued. *See* K.S.A. 74-2433(f), and amendments thereto.

The address for the Secretary of the Board of Tax Appeals is Board of Tax Appeals, Eisenhower State Office Building, 700 SW Harrison St., Suite 1022, Topeka, KS 66603. A party filing any petition shall also serve a complete copy of the petition on all other parties.

IT IS SO ORDERED



THE KANSAS BOARD OF TAX APPEALS

Ronald C. Mason

RONALD C. MASON, CHAIR

Thomas P. Browne, Jr.

THOMAS P. BROWNE, JR., MEMBER PRO TEM

Joelene R. Allen

JOELENE R. ALLEN, SECRETARY

CERTIFICATE OF SERVICE

I, Joeline R. Allen, Secretary of the Board of Tax Appeals of the State of Kansas, do hereby certify that a true and correct copy of this order in Docket No. 2020-865-IRBX and any attachments thereto, was placed in the United States Mail, on this 24th day of August, 2020, addressed to:

Alicia Hidalgo, City Clerk
City of Liberal
PO Box 2199
Liberal, KS 67905-2199

L S (Lucky) Multani, Managing Member
Liberal Hospitality LLC
3325 Cheyenne Villa Cir
Edmond, OK 73013

Sarah O Steele, Attorney
Gilmore & Bell PC
100 N Main Ste 800
Wichita, KS 67202-1311

Angela Eichman, Seward County Appraiser
Seward County Courthouse
515 N Washington Ave Ste 104
Liberal, KS 67901-3474

Katherine Romine, Seward County Treasurer
Seward County Courthouse
515 N Washington Ste 102
Liberal, KS 67901-3495

and a copy was placed in the capitol complex building mail addressed to:

Kansas Department of Commerce
Attn: David Soffer
1000 SW Jackson, Suite 100
Topeka, KS 66612-1354

Division of Property Valuation
Kansas Department of Revenue
Attn: Vicki Lignitz
300 SW 29th St
PO Box 3506
Topeka, KS 66601-3506

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Topeka, Kansas.


Joeline R. Allen, Secretary

**BEFORE THE BOARD OF TAX APPEALS
STATE OF KANSAS**

IN THE MATTER OF THE APPLICATION OF
CITY OF LIBERAL/LIBERAL HOSPITALITY,
L.L.C. FOR EXEMPTION OF PROPERTY
LOCATED IN SEWARD COUNTY, KANSAS

Docket No. 2025-7461-IRBX

ORDER

Now the above-captioned matter comes on for consideration by the Board of Tax Appeals of the State of Kansas.

The Board finds and concludes as follows:

The Board has jurisdiction of the subject matter and the parties, as an application for exemption has been filed pursuant to K.S.A. 79-213.

The subject property of this tax exemption application is described as follows:

Real estate and improvements -
412 Ziegler Ave., Liberal, Kansas,
known as Parcel ID# 088-192-04-0-20-15-001.00-0.

The subject property is not within a redevelopment district as defined by K.S.A. 12-1770 *et seq.* The subject property is leased to Liberal Hospitality, L.L.C., who uses the property as a hotel facility.

The applicant constructed or purchased the subject property with the proceeds of revenue bonds issued in an aggregate principal amount of \$7,430,000 on December 23, 2019, pursuant to K.S.A. 12-1740 through K.S.A. 12-1741b, K.S.A. 12-1742, K.S.A. 12-1743, K.S.A. 12-1744, K.S.A. 12-1744a, K.S.A. 12-1744b, K.S.A. 12-1744c, K.S.A. 12-1744d, and K.S.A. 12-1744e through 12-1749d.

Pursuant to K.S.A. 12-1749d, the applicant conducted a public hearing on October 11, 2016, after publishing notice of the hearing in *High Plains Daily Leader & Times* at least once seven days prior thereto, and notifying the Board of Seward County, Kansas Commissioners, Seward County Community College and USD #480. On September 20, 2016, the applicant completed a cost-benefit analysis that demonstrated the effects on state revenues. The applicant passed Ordinance #4532 and Resolution #2249, which stated that the property for which the

exemption is to be granted will be used exclusively for the purposes specified in section 13 of article 11 of the constitution of the state of Kansas.

The subject property qualifies for exemption pursuant to K.S.A. 79-201a *Second*. The exemption is limited to that portion of the property constructed or purchased with the proceeds of the bonds issued on December 23, 2019, in an aggregate principal amount of \$7,430,000 (\$360,250 for land, \$5,258,970.60 for improvements, and \$1,810,779.40 for personal property that is not at issue herein as it is exempt pursuant to K.S.A. 79-223.)

The applicant is required to file its annual claim for exemption with the county appraiser prior to March 1, as provided in K.S.A. 79-210. The taxpayer must report to the county appraiser any property acquired, regardless of whether the property is acquired with revenue bond proceeds. *See* K.S.A. 79-301 *et seq*.

The period of exemption is ten (10) calendar years beginning January 1, 2020, through December 31, 2029, or for so long as the bonds remain outstanding, whichever period is shorter. The exemption shall terminate upon a failure to pay all taxes levied on that portion of the subject property which is not exempt, and the entire property shall then be subject to sale in the manner prescribed by K.S.A. 79-2301 *et seq*.

Pursuant to 2017 Kansas Senate Bill 19, § 52, this grant of tax exemption shall not be deemed to exempt any such property from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-8801, and amendments thereto. 2017 Kansas Senate Bill 19, § 52, however, shall not apply to exemptions granted by this Board when the associated resolution of intent, letter of intent or inducement resolution to issue revenue bonds and grant property tax abatement was approved by any governing body of any city or the board of commissioners of any county or the public hearing required by K.S.A. 79-251, and amendments thereto, was conducted prior to May 1, 2017.

IT IS THEREFORE ORDERED that the application for exemption from ad valorem taxation is granted from January 1, 2020, through December 31, 2029, pursuant to City of Liberal, Kansas Ordinance #4532 and Resolution #2249, and the terms and conditions of any applicable payment in lieu of tax agreement, so long as the applicant pays all taxes levied on non-exempted property.

IT IS FURTHER ORDERED that any refund due and owing the applicant shall be made pursuant to K.S.A. 79-213(k), which limits the refund to the year immediately preceding the year in which the application is filed in accordance with K.S.A. 79-213(a).

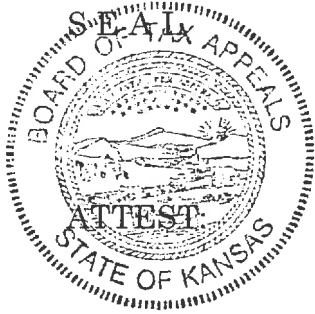
Any party who is aggrieved by this order may file a written petition for reconsideration with this Board as provided in K.S.A. 77-529, and amendments thereto. *See* K.S.A. 74-2426(b), and amendments thereto. The written petition for reconsideration shall set forth specifically and in adequate detail the particular and specific respects in which it is alleged that the Board's order is unlawful, unreasonable, capricious, improper or unfair. Any petition for reconsideration shall be mailed to the Secretary of the Board of Tax Appeals. The written petition must be received by the Board within 15 days of the certification date of this order (allowing an additional three days for mailing pursuant to statute).

Rather than filing a petition for reconsideration, any aggrieved person has the right to appeal this order of the Board by filing a petition with the court of appeals or the district court pursuant to K.S.A. 74-2426(c)(4)(A), and amendments thereto. Any person choosing to petition for judicial review of this order must file the petition with the appropriate court within 30 days from the date of certification of this order. *See* K.S.A. 77-613(b) and (c) and K.S.A. 74-2426(c), and amendments thereto. Pursuant to K.S.A. 77-529(d), and amendments thereto, any party choosing to petition for judicial review of this order is hereby notified that the Secretary of the Board of Tax Appeals is to receive service of a copy of the petition for judicial review. Please note, however, that the Board would not be a party to any judicial review because the Board does not have the capacity or power to sue or be sued. *See* K.S.A. 74-2433(f), and amendments thereto.

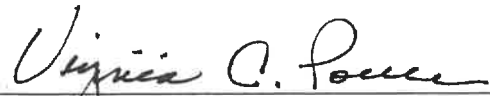
The address for the Secretary of the Board of Tax Appeals is Board of Tax Appeals, Eisenhower State Office Building, 700 SW Harrison St., Suite 1022, Topeka, KS 66603. A party filing any petition shall also serve a complete copy of the petition on all other parties.

IT IS SO ORDERED

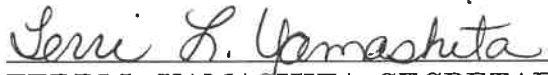
THE KANSAS BOARD OF TAX APPEALS




KRISTEN D. WHEELER, CHAIR


VIRGINIA A. POWELL, MEMBER

NOT PARTICIPATING
DEVIN SPRECKER, MEMBER


TERRI L. YAMASHITA, SECRETARY

CERTIFICATE OF SERVICE

I, Terri L. Yamashita, Secretary of the Board of Tax Appeals of the State of Kansas, do hereby certify that a true and correct copy of this order in Docket No. 2025-7461-IRBX and any attachments thereto, was placed in the United States Mail, on this 13th day of NOVEMBER, 2025, addressed to:

Alicia Hidalgo, City Clerk
City of Liberal
324 N Kansas Ave
Liberal, KS 67901

Lucky Multani, Managing Member
Liberal Hospitality LLC
c/o Morris Laing Evans Brock and
Kennedy Chrt
800 SW Jackson Ste 1310
Topeka, KS 66612

Pamela Jones
Gilmore & Bell PC
100 N Main St Ste 800
Wichita, KS 67202-1311

Shelley M Woodard, Attorney
Morris Laing Evans Brock and Kennedy
Chtd
800 SW Jackson Ste 1310
Topeka, KS 66612-1216

Angela Eichman, Seward County
Appraiser
Seward County Courthouse
515 N Washington Ave Ste 104
Liberal, KS 67901-3474

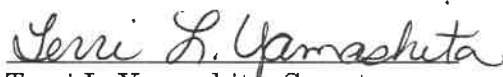
Mary Rose, Seward County Treasurer
Seward County Courthouse
515 N Washington Ste 102
Liberal, KS 67901-3495

and a copy was placed in the capitol complex building mail addressed to:

Kansas Department of Commerce
Attn: Veronica Dean
1000 SW Jackson, Suite 100
Topeka, KS 66612-1354

Division of Property Valuation
Kansas Department of Revenue
Attn: Rachael Willis
300 SW 29th St
PO Box 3506
Topeka, KS 66601-35062

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Topeka, Kansas.


Terri L. Yamashita, Secretary



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 10.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Water Park Design-Build Agreement - Hutton

Attached are the Hutton Design-Build Agreements for the City Water Park Project. The breakdown is as follows:

- AIA A141 - Base Contract Agreement
- Exhibit A - Insurance & Bonds
- Exhibit B - Guaranteed Maximum Price (GMP) Amendment - This amendment is not attached and will not be incorporated into the contract until the time of setting the GMP, which will come after the design and bidding process is complete.
- Exhibit C - Owner's Program - This exhibit is used to outline the City's initial RFP (intention) for the project.

Legal Counsel has reviewed all documents and given recommendations prior to the publication of this agenda.

Recommendation:

City Staff recommend the approval of the attached Design-Build Agreements with Hutton for the Water Park Project.

 AIA® Document A141® – 2024**Standard Form of Agreement Between Owner and Design-Builder for a
Traditional Design-Build Project**

AGREEMENT made as of the 10 day of August in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Liberal
324 N. Kansas Ave.
Liberal, KS
67901

and the Design-Builder:
(Name, legal status, address, and other information)

Hutton Corporation
116 6 East Laurel
Garden City, KS 67846

for the following Project:
(Name, location, and detailed description)

Outdoor Water Recreation Facility
Liberal, KS

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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- C OWNER'S PROGRAM

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibit C

§ 1.1.2 The Owner's design requirements for the Project:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including

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User Notes:

(6a79dd35964050bada96fd32)

any performance specifications for the Project.)

See Exhibit C

§ 1.1.3 The Project's physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

NA

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

NA

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

NA

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

See Exhibit C

§ 1.1.7 The Owner's anticipated design and construction milestones:

.1 Design Builder's Proposal submission date:

6-15-2026

.2 Construction commencement date:

4-20-2027

.3 Substantial Completion date or dates:

Splash Pad – 7-30-2027

Remaining Facility – 2-1-2028

.4 Other milestone dates:

(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

NA

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of

the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

NA

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

NA

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

NA

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

Scarlette Diseker
City Administrator
324 N. Kansas Ave.
Liberal, KS
67901

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

To Be Determined

.2 Geotechnical Engineer:

To Be Determined

.3 Other consultants:

(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

To Be Determined

.4 Separate Contractors:

(List any Separate Contractors to be retained by the Owner.)

To Be Determined

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

(List name, address and other information.)

Andy Fahrmeier
Team Leader
116 E. Laurel
Garden City, KS
67846

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:

(List name, discipline, address, and other information.)

Waters Edge Aquatics Design
1153 Southwest Blvd., Ste. 202
Kansas City, KS 66103

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:

(Check the appropriate box.)

- ☒ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.
- ☐ Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.12 Work. “Work” means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. “Design Services” are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.12.2 Construction Work. “Construction Work” is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. “Early Release Work” is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

Andy Fahrmeier
Hutton Corporation
116 East Laurel
Garden City, KS 67846
afahrmeier@huttonbuilds.com

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder’s performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Work associated with Design Services will be progress billed on a monthly basis throughout the Design phases of the Project. The total amount for Design fees for the Project will be 7.75% of the cost of construction as established in the Guaranteed Maximum Price (GMP) Amendment. Progress billings through Design shall not exceed the lump sum amount of \$400,000.00, with the balance of the Design Services fee being billed after execution of the GMP Amendment.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder’s, Architect’s, Consultants’, and Subcontractors’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred. Reimbursable expenses are anticipated to be \$12,000.00, and will be billed at actual cost incurred with no additional markup.

§ 2.1.4 **Additional Services.** With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

- .1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
- .2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
- .3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
- .4 services necessitated by a failure to complete the services under Article 4 within twelve (12) months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 **Compensation for Additional Services.** If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed upon by Owner and Design-Builder.

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's timely, properly completed, and undisputed invoice.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the Owner's receipt of a timely, properly completed, and undisputed invoice shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

18 % per annum

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two (2) years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;

- .10 Status of Claims previously submitted in accordance with Article 15;
- .11 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased

- construction;
- .5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; (v) review and approval of submissions by authorities having jurisdiction; and (vi) the number of days of adverse weather delay included in the schedule;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and
- .10 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

N/A

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections, and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- .4 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and

.7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or

equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
- .2 Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a

Change Order or Change Directive has been issued authorizing the deviation. The Design-BUILDER shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-BUILDER shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-BUILDER's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-BUILDER as required by the Design-Build Documents. The Owner's review of the Design-BUILDER's Submittals shall not relieve the Design-BUILDER of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-BUILDER of any non-conformance with the Design-Build Documents the Owner discovers.

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-BUILDER's Submittals are as follows:

(List name, address, and other information.)

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-BUILDER shall provide the services required to complete the Construction Work including services required to carry out the Design-BUILDER's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-BUILDER shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-BUILDER if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-BUILDER or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-BUILDER any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-BUILDER shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-BUILDER may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-BUILDER shall enforce strict discipline and good order among the Design-BUILDER's employees and other persons carrying out the Construction Work. The Design-BUILDER shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than fourteen (14) days after the conditions are first observed. The Owner shall promptly investigate such conditions and the Contract Sum or Contract Time, or both, shall be equitably adjusted by Change Order. If the Owner disputes the Design-Builder's claim that the conditions at the site are materially different from those indicated in the Design-Build Documents, the Owner may submit a Claim as provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters and recognizes human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. The parties shall execute a Change Order extending the Contract Time by the length of any suspension under this section, and increasing the Contract Sum by the amount of the Design-Builder's associated costs of shut-down, delay, and start-up.

§ 5.8 Allowances

§ 5.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an

indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 9.

§ 5.10 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

§ 5.14.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall reimburse the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Design Fee Amendment or Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are

involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder's actual direct costs of performing the Work completed under the Change Directive shall be included in Applications for Payment. The Owner shall issue Certificates for Payment for such costs in accordance with Article 9 of this Agreement, subject to the Design-Builder's right to disagree and assert a Claim in accordance with Article 15. Pending mutual agreement upon an adjustment to the Contract Sum, the Contract Sum shall, for purposes of making payments to the Design-Builder, be adjusted by the certified amounts.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 7.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith

either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner shall include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 The Design-Builder may request, and the Owner shall furnish, reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen (14) days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-

Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests or are otherwise required to conform to Owner's funding obligations.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, Lost Weather Days documented in accordance with Section 15.1.6.2 beyond the number of days set forth in Section 15.1.6.2, unusual delays by public authorities related to

permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended on a day-for-day basis for each day of delay to the progress of the Work, and Design-Builder's costs attributable to such delay shall be added to the Contract Sum.

§ 8.2.1.1 If the Work is suspended by either the Owner or Design-Builder because of (1) an act of terrorism; or (2) a federal, state, or county emergency declaration resulting from an epidemic and/or pandemic (including but not limited to SARS, MERS, and/or Covid-19), then the Contract Time shall be extended for each day of the suspension, and Design-Builder's costs attributable to the suspension and identified in Section 8.2.1.2 shall be added to the Contract Sum. This section shall take precedence over any conflicting term in the Contract Documents.

§ 8.2.1.2 The costs attributable to a suspension of the Work under Section 8.2.1.1 include (1) material and transportation cost escalation incurred by Design-Builder, the Architect, Consultants, Subcontractors, or suppliers of any tier; (2) Design-Builder's field or office Project staffing, temporary office rental and related general conditions, extended equipment rental, extended insurance premiums and insurance costs; and (3) Architect, Consultant, Subcontractor, and supplier extended field-overhead costs.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

§ 9.2.2 The Control Estimate shall include:

- .1** The documents enumerated in Article 17, including all Modifications thereto;
- .2** A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;
- .3** A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;
- .4** A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5** A list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by Design-Builder's actual direct costs of performing the Work, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven (7) days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the

Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or a Separate Contractor; or
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 [Not used.]

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.7.1 If the Architect, a Contractor, Subcontractor, Consultant, or Supplier slows progress, stops work, or terminates its agreement or purchase order with Design-Builder because of undisputed nonpayment or delayed payment by the Owner, the Contract Sum shall be equitably increased and the Contract Time shall be equitably extended for all resulting costs incurred by Design-Builder including, but not limited to, increased replacement or acceleration costs.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work (not including Owner's furniture, fixtures, and equipment) when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) if required by the Owner, a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if reasonably required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or

encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents; or
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

18 % per annum

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred, including, but not limited to, reasonable attorneys' fees.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Design-Builder's Required Insurance.** Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be extended as appropriate.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of written notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 13.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner's use of the Instruments of Service is at Owner's sole risk without liability or legal exposure to the Design-Builder and the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build

Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven (7) days' notice.

§ 14.1.4 Either party may terminate this Agreement upon not less than seven (7) days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven (7) days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 The Owner shall not have the right to use the Instruments of Service for construction of the Project by a contractor other than Hutton without Hutton's written authorization. If Hutton provides written authorization to the Owner for any Instruments of Service to be used for the construction of the Project by a contractor other than Hutton, in addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

Amount equal to 1.5% of the construction value.

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 14.2.1 Termination by the Design-Builder

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of thirty (30) cumulative days over the entire Project schedule through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of sixty (60) cumulative days over the entire Project schedule through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven (7) additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause

§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
- .5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner shall provide the Design-Builder written notice describing the alleged Design-Builder's default and providing the Design-Builder a reasonable opportunity to cure. Provided the Design-Builder fails or refuses to cure such default within a reasonable time, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven (7) days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 After allowing the Design-Builder to remove all of its personal property, exclude the Design-Builder from the site and take possession of all materials paid for by the Owner or for which the Owner has otherwise acquired title to;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 14.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 14.2.3 Suspension by the Owner for Convenience

§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may reasonably determine.

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by

suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate any part or all of the remaining Work for the Owner's convenience and without cause by giving seven (7) days' prior written notice to the Design-Builder. Such notice shall specify the part of the Work to be terminated and the effective date of termination. The Design-Builder shall continue to perform any part of the Work not terminated.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work not terminated or directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 15.1.5 Claims for Additional Cost. If the Design-Builder wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the

subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 Contract Modifications Due to Adverse Weather. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions for the period of time met the following requirements for a Lost Weather Day. A Lost Weather Day occurs when, because of weather conditions that could not be mitigated by reasonable action on the part of the Design-Builder, at least four (4) hours of work on a critical path construction activity between the hours of 8:00 am and 5:00 pm (1) could not be completed; or (2) were directed not to be completed by the Owner, its employees, its consultants, its other contractors, or authorities having jurisdiction over the Project. Design-Builder has included the below monthly Lost Weather Day allowance in the Project schedule. Each month, the Design-Builder shall document and submit to the Owner, in writing, all Lost Weather Days. The parties shall execute a Change Order extending the Contract Time(s) on a day-for-day basis and increasing the Contract Sum for costs attributable to Lost Weather Day delays if the total number of Lost Weather Days in a month exceeds the corresponding allowance.

Lost Weather Day Allowance (days)					
January:	6	May:	4	September:	2
February:	4	June:	3	October:	1
March:	3	July:	5	November:	2
April:	3	August:	4	December:	4

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party

may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to private, voluntary, and non-binding mediation prior to binding dispute resolution.

§ 15.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall

proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

§ 15.3.4 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 16.2.2 The Owner may, with consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment, provided such assignment does not alter the Design-Builder's rights under the Contract Documents.

§ 16.2.3 **Certifications.** If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least twenty-one (21) days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least twenty-one (21) days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
- .2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project
- .2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds
- .3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed
- .4 Exhibit C, Owner's Program
- .5 Other documents, if any, listed below:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: City of Liberal

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2024

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:14 CDT on 08/21/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 10 day of August in the year 2026

116 6 East Laurel

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C SUSTAINABLE PROJECTS EXHIBITOWNER'S PROGRAM

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~~§ 2.1.2~~ Work associated with Design Services will be progress billed on a monthly basis throughout the Design phases of the Project. The total amount for Design fees for the Project will be 7.75% of the cost of construction as established in the Guaranteed Maximum Price (GMP) Amendment. Progress billings through Design shall not exceed the lump sum amount of \$400,000.00, with the balance of the Design Services fee being billed after execution of the GMP Amendment.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, ~~plus percent (%) of the expenses incurred.~~ Reimbursable expenses are anticipated to be \$12,000.00, and will be billed at actual cost incurred with no additional markup.

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§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's timely, properly completed, and undisputed invoice.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the ~~invoice date~~ Owner's receipt of a timely, properly completed, and undisputed invoice shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

18 % per annum

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two (2) years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

- ~~.1~~ Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)
- ~~.2~~ Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:
- ~~.3~~ Insert the limit, if any, on the total amount of liquidated damages:
- ~~.4~~ Insert any other terms for liquidated damages:

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§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

PAGE 12

- ~~.8~~ A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; ~~and (v) review and approval of submissions by authorities having jurisdiction; and (vi) the number of days of adverse weather delay included in the schedule;~~

PAGE 17

§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than fourteen (14) days after the conditions are first observed. The Owner shall promptly investigate such conditions and, ~~if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted by Change Order. If the Owner determines disputes the Design-Builder's claim that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder, the Owner may submit a Claim as~~

provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters and recognizes human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15. The parties shall execute a Change Order extending the Contract Time by the length of any suspension under this section, and increasing the Contract Sum by the amount of the Design-Builder's associated costs of shut-down, delay, and start-up.

PAGE 19

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall ~~be responsible to~~ reimburse the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Design Fee Amendment or Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

PAGE 21

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder ~~may request payment for~~ Builder's actual direct costs of performing the Work completed under the Change Directive shall be included in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15. shall issue Certificates for Payment for such costs in accordance with Article 9 of this Agreement, subject to the Design-Builder's right to disagree and assert a Claim in accordance with Article 15. Pending mutual agreement upon an adjustment to the Contract Sum, the Contract Sum shall, for purposes of making payments to the Design-Builder, be adjusted by the certified amounts.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner ~~agrees to~~ shall include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2.7.1 ~~Prior to execution of the Design-Build Amendment, the~~ The Design-Builder may request that, and the Owner shall furnish, reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen (14) days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

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§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests; or are otherwise required to conform to Owner's funding obligations.

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, ~~adverse weather conditions~~ Lost Weather Days documented in accordance with Section 15.1.6.2 ~~beyond the number of days set forth in Section 15.1.6.2~~, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended on a day-for-such-reasonable-time-as-the-Owner-may-determine-day basis for each day of delay to the progress of the Work, and Design-Builder's costs attributable to such delay shall be added to the Contract Sum.

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§ 8.2.1.1 If the Work is suspended by either the Owner or Design-Builder because of (1) an act of terrorism; or (2) a federal, state, or county emergency declaration resulting from an epidemic and/or pandemic (including but not limited to SARS, MERS, and/or Covid-19), then the Contract Time shall be extended for each day of the suspension, and Design-Builder's costs attributable to the suspension and identified in Section 8.2.1.2 shall be added to the Contract Sum. This section shall take precedence over any conflicting term in the Contract Documents.

§ 8.2.1.2 The costs attributable to a suspension of the Work under Section 8.2.1.1 include (1) material and transportation cost escalation incurred by Design-Builder, the Architect, Consultants, Subcontractors, or suppliers of any tier; (2) Design-Builder's field or office Project staffing, temporary office rental and related general conditions, extended equipment rental, extended insurance premiums and insurance costs; and (3) Architect, Consultant, Subcontractor, and supplier extended field-overhead costs.

§ 9.2.1 Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within fourteen (14) days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.

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§ 9.3.1 At least ten (10) days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by ~~interim determinations of the Owner~~ Design-Builder's actual direct costs of performing the Work, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

The Owner shall, within seven (7) days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

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§ 9.5.4 ~~If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.~~ [Not used.]

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

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If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon ~~seven additional days' written~~ notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.7.1 If the Architect, a Contractor, Subcontractor, Consultant, or Supplier slows progress, stops work, or terminates its agreement or purchase order with Design-Builder because of undisputed nonpayment or delayed payment by the Owner, the Contract Sum shall be equitably increased and the Contract Time shall be equitably extended for all resulting costs incurred by Design-Builder including, but not limited to, increased replacement or acceleration costs.

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work (not including Owner's furniture, fixtures, and equipment) when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) if required by the Owner, a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the

period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if reasonably required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

PAGE 29

~~%~~ 18 % per annum

PAGE 30

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

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§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable ~~by a government agency~~ for the cost of remediation of a hazardous material or substance ~~solely~~ by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred, including, but not limited to, reasonable attorneys' fees.

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The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time ~~except as otherwise permitted in this Agreement~~ unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be extended as appropriate.

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct

nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of written notice from the Owner, the Owner may correct it in accordance with Section 7.4.

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§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner's use of the Instruments of Service is at Owner's sole risk without liability or legal exposure to the Design-Builder and the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

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§ 14.1.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven (7) days' notice.

§ 14.1.4 Either party may terminate this Agreement upon not less than seven (7) days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven (7) days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.7 ~~the~~ The Owner shall not have the right to use the Instruments of Service for construction of the Project by a contractor other than Hutton without Hutton's written authorization. If Hutton provides written authorization to the Owner for any Instruments of Service to be used for the construction of the Project by a contractor other than Hutton, in addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

Amount equal to 1.5% of the construction value.

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of thirty (30-~~consecutive days~~) cumulative days over the entire Project schedule through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

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§ 14.2.1.4 If the Work is stopped for a period of sixty (60-~~consecutive days~~) cumulative days over the entire Project schedule through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven (7) additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner shall provide the Design-Builder written notice describing the alleged Design-Builder's default and providing the Design-Builder a reasonable opportunity to cure. Provided the Design-Builder fails or refuses to cure such default within a reasonable time, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the

Design-Builder's surety, if any, seven (7) days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 ~~Exclude~~ After allowing the Design-Builder to remove all of its personal property, exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder paid for by the Owner or for which the Owner has otherwise acquired title to;

§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may reasonably determine.

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§ 14.2.4.1 The Owner may, at any time, terminate ~~this Agreement~~ any part or all of the remaining Work for the Owner's convenience and without cause by giving seven (7) days' prior written notice to the Design-Builder. Such notice shall specify the part of the Work to be terminated and the effective date of termination. The Design-Builder shall continue to perform any part of the Work not terminated.

- .3 except for Work not terminated or directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 15.1.3.1 **Prior To Final Payment.** Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.6.2 **Contract Modifications Due to Adverse Weather.** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions ~~were abnormal~~ for the period of time, ~~could not have been reasonably anticipated, and had an adverse effect on the scheduled construction met~~ the following requirements for a Lost Weather Day. A Lost Weather Day occurs when, because of weather conditions that could not be mitigated by reasonable action on the part of the Design-Builder, at least four (4) hours of work on a critical path construction activity between the hours of 8:00 am and 5:00 pm (1) could not be completed; or (2) were directed not to be completed by the Owner, its employees, its consultants, its other contractors, or authorities having jurisdiction over the Project. Design-Builder has included the below monthly Lost Weather Day allowance in the Project schedule. Each month, the Design-Builder shall document and submit to the Owner, in writing, all Lost Weather Days. The parties shall execute a Change Order extending the Contract Time(s) on a day-for-day basis and increasing the Contract Sum for costs attributable to Lost Weather Day delays if the total number of Lost Weather Days in a month exceeds the corresponding allowance.

Lost Weather Day Allowance (days)					
January:	<u>6</u>	May:	<u>4</u>	September:	<u>2</u>
February:	<u>4</u>	June:	<u>3</u>	October:	<u>1</u>
March:	<u>3</u>	July:	<u>5</u>	November:	<u>2</u>
April:	<u>3</u>	August:	<u>4</u>	December:	<u>4</u>

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to ~~mediation as a condition precedent~~ private, voluntary, and non-binding mediation prior to binding dispute resolution.

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§ 15.3.3 Either Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

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§ 16.2.2 The Owner may, ~~without~~with consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment, provided such assignment does not alter the Design-Builder's rights under the Contract Documents.

§ 16.2.3 **Certifications.** If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least twenty-one (21) days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least twenty-one (21) days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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.4 ~~AIA Document A141® – 2024, Exhibit C, Sustainable Projects Exhibit, if completed~~Owner's Program

Variable Information

PAGE 1

AGREEMENT made as of the 10 day of August in the year 2026

City of Liberal
324 N. Kansas Ave.

Liberal, KS

67901

Hutton Corporation

Garden City, KS 67846

Outdoor Water Recreation Facility

Liberal, KS

PAGE 3

See Exhibit C

See Exhibit C

NA

NA

NA

See Exhibit C

6-15-2026

4-20-2027

Splash Pad – 7-30-2027

Remaining Facility – 2-1-2028

PAGE 4

NA

NA

NA

NA

Scarlette Diseker

City Administrator

324 N. Kansas Ave.

Liberal, KS

67901

To Be Determined

To Be Determined

PAGE 5

To Be Determined

To Be Determined

Andy Fahrmeier

Team Leader

116 E. Laurel

Garden City, KS

67846

Waters Edge Aquatics Design

1153 Southwest Blvd., Ste. 202

Kansas City, KS 66103

[☒] Subject to a Meet and Confer obligation in accordance with Section 15.2.1.

PAGE 6

[☒] Litigation in a court of competent jurisdiction

PAGE 7

Andy Fahrmeier

Hutton Corporation

116 East Laurel

Garden City, KS 67846

afahrmeier@huttonbuilds.com

PAGE 8

§ 2.1.2 Work associated with Design Services will be progress billed on a monthly basis throughout the Design phases of the Project. The total amount for Design fees for the Project will be 7.75% of the cost of construction as established in the Guaranteed Maximum Price (GMP) Amendment. Progress billings through Design shall not exceed the lump sum amount of \$400,000.00, with the balance of the Design Services fee being billed after execution of the GMP Amendment.

- .4 services necessitated by a failure to complete the services under Article 4 within twelve (12) months of the date of this Agreement through no fault of the Design-Builder.

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As mutually agreed upon by Owner and Design-Builder.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the ~~invoice date~~ Owner's receipt of a timely, properly completed, and undisputed invoice shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

18 % per annum

PAGE 12

N/A

PAGE 29

~~%~~ 18 % per annum

PAGE 35

N/A

Amount equal to 1.5% of the construction value.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:29:14 CDT on 08/21/2026 under Order No. 20250117708 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA® Document A141® – 2024 Exhibit A

Insurance and Bonds

This Exhibit dated the 10 day of August in the year 2026 (the “Exhibit”) is incorporated into AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the 10 day of August in the year 2026 (the “Agreement”).
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

Outdoor Water Recreation Facility
Liberal, KS

THE OWNER:
(Name, legal status, and address)

City of Liberal
324 N. Kansa Ave.
Liberal, KS
67901

THE DESIGN-BUILDER:
(Name, legal status, and address)

Hutton Corporation
116 East Laurel
Garden City, KS 67846

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

§ A.2.2 Liability Insurance

Prior to commencement of the Work, the Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. Article 11 of A141-2024 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder's request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials supplied or installed by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Construction Work set forth in Section 12.2.2 of the Agreement.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Construction Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Construction Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, "all-risks" property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1.1, notwithstanding the undertaking of the Construction Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ § **A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ § **A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ § **A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ § **A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ § **A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ § **A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ § **A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ § **A.2.5.1 Cyber Security Insurance** for first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring,

recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

[] **§ A.2.5.2 Other Insurance**

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Design-Builder's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ A.3.2 Design-Builder's Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement.

§ A.3.2.2.2 The Design-Builder's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.1.14 of the Agreement arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Construction Work is to be performed on such a project.
- .8 Claims related to roofing, if the Construction Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement.
- .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits of One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

§ A.3.2.9 Cyber Security Insurance for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

NA

§ A.3.2.10 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Construction Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of NA (\$ NA) per claim and NA (\$ NA) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of NA (\$ NA) per claim and NA (\$ NA) in the aggregate.

§ A.3.3 Design-Builder's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.3.2 The Design-Builder shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

☒ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the Agreement unless otherwise set forth below:
(Where the Design-Builder's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the Agreement, indicate the responsible party below.)

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for Construction Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder and used on the Project, including scaffolding and other equipment.

☐ § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Design-Builder and any applicable limits.)

§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors

The Design-Builder shall require the Architect, Consultants, and Subcontractors to purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall obligate the Architect, Consultants, and Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below.

(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

Insurance	Limits
Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 products completed \$2,000,000.00 annual aggregate
Worker's Compensation	Statutory limits
Employer's Liability	\$500,000.00
Automobile Liability	\$1,000,000.00
Umbrella Liability	\$2,000,000.00
Pollution Liability	\$1,000,000.00 (only if the work involves the transport, dissemination, use, or release of pollutants)
Professional Liability	\$1,000,000.00 (only if the work requires professional services)

§ A.3.5 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Design-Builder shall furnish copies of the payment and performance bonds to the Owner.

§ A.3.5.1 The Design-Builder will provide and file in the District Court of the county in which the Project is located, a public works payment bond in accordance with State of Kansas statute K.S.A. 60-1111.

§ A.3.5.2 The Design-Builder will provide a performance bond in an amount equal to the Contract Sum.

§ A.3.5.3 In the event of Change Orders or Modifications that increase the Contract Sum, the parties shall include, as applicable, the increased costs of the bonds in the Change Order price so that the bonds are kept valid and in effect without interruption and cover the Design-Builder's entire scope of work including Modifications.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A141® – 2024 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:51 CDT on 08/21/2026.

Changes to original AIA text

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million Dollars (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.6 Employers' Liability with policy limits of One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of Five Million Dollars (\$ 5,000,000.00) per claim and Five Million Dollars (\$ 5,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

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<u>Insurance</u>	<u>Limits</u>
<u>Commercial General Liability</u>	<u>\$1,000,000.00 each occurrence</u> <u>\$2,000,000.00 products completed</u> <u>\$2,000,000.00 annual aggregate</u>
<u>Worker's Compensation</u>	<u>Statutory limits</u>
<u>Employer's Liability</u>	<u>\$500,000.00</u>
<u>Automobile Liability</u>	<u>\$1,000,000.00</u>

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User Notes:

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<u>Umbrella Liability</u>	<u>\$2,000,000.00</u>
<u>Pollution Liability</u>	<u>\$1,000,000.00 (only if the work involves the transport, dissemination, use, or release of pollutants)</u>
<u>Professional Liability</u>	<u>\$1,000,000.00 (only if the work requires professional services)</u>

The Design-Builder shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, ~~as follows:~~ Design-Builder shall furnish copies of the payment and performance bonds to the Owner.

~~(Specify type and penal sum of bonds.)~~

§ A.3.5.1 The Design-Builder will provide and file in the District Court of the county in which the Project is located, a public works payment bond in accordance with State of Kansas statute K.S.A. 60-1111.

§ A.3.5.2 The Design-Builder will provide a performance bond in an amount equal to the Contract Sum.

§ A.3.5.3 In the event of Change Orders or Modifications that increase the Contract Sum, the parties shall include, as applicable, the increased costs of the bonds in the Change Order price so that the bonds are kept valid and in effect without interruption and cover the Design-Builder's entire scope of work including Modifications.

Variable Information

PAGE 1

This Exhibit dated the 10 day of August in the year 2026 (the "Exhibit") is incorporated into AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the 10 day of August in the year 2026 (the "Agreement").

Outdoor Water Recreation Facility

Liberal, KS

City of Liberal

324 N. Kansa Ave.

Liberal, KS

67901

Hutton Corporation

116 East Laurel

Garden City, KS 67846

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NA

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of NA (\$ NA) per claim and NA (\$ NA) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of NA (\$ NA) per claim and NA (\$ NA) in the aggregate.

- [☒] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the Agreement unless otherwise set forth below:

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<u>Insurance</u>	<u>Limits</u>
<u>Commercial General Liability</u>	<u>\$1,000,000.00 each occurrence</u> <u>\$2,000,000.00 products completed</u> <u>\$2,000,000.00 annual aggregate</u>
<u>Worker's Compensation</u>	<u>Statutory limits</u>
<u>Employer's Liability</u>	<u>\$500,000.00</u>
<u>Automobile Liability</u>	<u>\$1,000,000.00</u>
<u>Umbrella Liability</u>	<u>\$2,000,000.00</u>
<u>Pollution Liability</u>	<u>\$1,000,000.00 (only if the work involves the transport, dissemination, use, or release of pollutants)</u>
<u>Professional Liability</u>	<u>\$1,000,000.00 (only if the work requires professional services)</u>



OUTDOOR WATER RECREATION FACILITY DESIGN/BUILD PROJECT REQUEST FOR PROPOSALS (RFP) ISSUED April 15, 2026 (deadline extended to June 15, 2026)

General Information & Project Overview

The City of Liberal is seeking qualified water recreation and aquatics facility consulting firms to provide planning, design, and construction services for the development of a new outdoor water recreation facility in Liberal, Kansas. The goal of this facility is to create an enjoyable aquatic experience for all residents and ages.

We envision the creation of an outdoor water recreation facility which integrates an unstaffed, openly accessible, large-scale splash park with an adjacent paid-access, seasonally staffed facility featuring a lazy river and water park amenities suitable for all ages. The location of this project will replace an existing facility – Adventure Bay Family Water Park – at the intersection of N. Kansas Avenue and W. 11th Street inside Light Park. The current footprint of the water park facility is approximately 95,160 square feet. Parking infrastructure surrounds the current facility and will not need to be incorporated into facility design plans.

As part of the planning and design process, the consultant shall review community feedback collected and present visual design concepts for further public engagement to incorporate feedback. The City of Liberal desires to have a new facility constructed and operational by Summer 2027. This design-build contract will have a total budget cap of \$5 million dollars (\$5,000,000.00).

The City of Liberal; hereinafter referred to as the City, will accept sealed project proposals in the City Clerk office at City Hall, 324 N. Kansas Ave., Liberal, Kansas, until **10:00 a.m. CST, on June 15, 2026**. Bids will be opened immediately after the RFP deadline expiration at the City Administration Offices at City Hall.

Following bid award selection by the Liberal City Commission, a service contract will be required prior to commencing work on this project. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A **Performance Bond** and **Insurance** in a form acceptable to City of Liberal will be required of the successful Bidder.

Community Details

The City of Liberal was founded in 1888 and is home to nearly 20,000 residents. The city is located in Seward County at the intersection of Highway 54 and Highway 83 in Southwest Kansas. There are approximately 6,386 households in our community with 11.4 square miles of land within city limits. Our population is young, with a median age of 30.9 years. The 2023 median household income was \$61,875. Liberal is a culturally diverse community, with more than 29% of our population being born outside of the country. More than 68% of residents in our community are Hispanic/Latino. The largest employer in the city is a beef processing and packing plant. Liberal High School is classified as a 6A school with nearly 1,400 students enrolled. Seward County Community College serves as a critical postsecondary education institution with a variety of programs, including several

technical trades, healthcare occupations, business, education agriculture, and more. The primary economic drivers in our community consist of agricultural, transportation, and light manufacturing industries. Additional details about our community and the scope of our City services can be found on our website at www.cityofliberal.org.

Project Contact

All inquiries regarding the RFP may be directed to:

Alicia Hidalgo, City Clerk

Phone - (620) 626-2204

Email - alicia.hidalgo@cityofliberal.org

Scope of Services

The objective of this process is to plan, engineer, and construct a new outdoor water recreation facility. With oversight from City staff as well as feedback from public engagement activities, the selected Consultant team will complete the deliverables identified in this RFP. The intent of the Scope of Services provided below is to serve as a framework, which consultants can use to develop a more detailed qualification profile and scope of services based on their professional expertise and knowledge.

The Consultant is expected to provide interpretation and identification of deliverables or milestones it believes are integral to the project in the submitted proposal. The following Scope of Services are provided as a general framework and are to be incorporated into the Consultant's proposed scope of work. However, the proposed scope of work is not limited to these elements.

- **Project Management** – The Consultant will take the lead in managing their time, staff, project partners, resources, budget, and related activities to ensure that the project objectives are met. The Consultant will be in close communication with assigned City staff throughout the life of the project. City staff will provide general oversight of the Consultant and will help to facilitate interactions with City staff, board/committee members, the general public, and project stakeholders.
- **Project Planning Services**
 - **Public & Stakeholder Engagement** – The Consultant shall be responsible for analyzing previously held public engagement responses and data to incorporate feedback into project designs, as applicable. The Consultant should facilitate conversation amongst stakeholders – including City staff, the Liberal City Commission, and the local Focus on the Future Committee - in order to build consensus and clarity around preferred strategy and associated action steps necessary to facilitate construction of a new facility. The City will assist in arranging stakeholder meetings and presentations required to support project planning. Project concept images shall be presented for stakeholder review to guide final design and selection of features.
 - **Market Analysis, Existing Conditions, & Data Analysis** – The Consultant will work to understand the market conditions, context, trends, and related information applicable to outdoor water recreation facilities in relation to the larger community recreation opportunities. This information and data will be used to inform project features and design.
- **Engineering Design Services** – Following planning efforts to examine needs, the firm will design and provide engineering plans for an outdoor water recreation facility which aims to incorporate the following:
 - **Open Access Splash Park:** The City desires for a large portion of the facility to feature a flow-through splash pad/spray park which is openly accessible for the public as seasonal temperatures allow. This space should feature a variety of interactive equipment and play structures for children and a special zone for young adults to enjoy without the need for staff supervision. Designs should feature vibrant, artful designs and provide for

- an attractive outdoor space even after water flow is turned off during cold months. Special lighting for evening use should be added to enhance aesthetics and the user experience. This space must be ADA compliant.
- **Paid Access Lazy River/Water Park:** The City desires to incorporate a staffed-monitored, paid-access lazy river and water park space with a recirculating water source and lounge areas/cabanas that are open on a seasonal basis. This space will be located next to or within the splash pad/spray park so families have close access to monitor children playing in the nearby splash pad/spray area. Desirable features to consider include a kids' play structure with a zero-entry shallow pool; horizontal water slides; incorporated sound system; spray features or overhead waterfall tunnels for the lazy river; a surf simulator; special evening lighting to enhance design aesthetics and guest experience; and river channel spaces to support water walking and senior fitness activities prior to regular hours. Multiple shaded staff monitoring stations throughout this space should be included to allow lifeguards to monitor guests and exit gates into the splash pad/spray park.
 - **Building Facilities:** One or more building facilities should be included to house staff spaces (indoor break area, small office, etc); an admissions booth for the lazy river/water park; a dual-sided concession stand with service windows facing the open access and paid access sides of the facility; and restroom change areas with guest locker storage. A separate building/enclosure will be required to support pump system machinery for facility operations.
- **Construction Services –** The Consultant will be responsible for assisting with pre-bid questions for contractor sourcing and managing construction partners to complete the project in accordance with federal, state, and local codes. The project should be designed with ADA accessibility in mind. The Consultant will be responsible for ensuring compliance with final engineering design, budget, and construction timeline expectations. The Consultant will assist in response to clarification requests and the preparation of any project change orders.

Project Deliverables

Although the Consultant and/or City may identify additional intermediate deliverables when the final scope of work is negotiated, it is anticipated that the project will result in the following primary deliverables. Within their proposal, Consultants are encouraged to include any additional or alternative deliverables, and the dates/deadlines they feel would be achievable based on their professional expertise and knowledge.

Primary deliverables:

- A **Project Planning Document** delivered in PDF file format which summarizes engagement activities, industry recommendations to consider, and key findings discovered in the project planning stage. The Project Planning Document will support and guide the design process phase of the project. At a minimum, the document must include the following sections:
 - An executive summary of the plan's findings.
 - An overview of the findings of the public involvement phase.
 - A summary of the Market Analysis, Existing Conditions, & Data Analysis findings.
 - A listing of recommendations for "must have" community features.
- Final **Project Design and Engineering Documents**, including visual design mockups, technical diagrams, and stamped engineering plans to be used for cost estimating, required permits, and project construction.
- A **Construction Management Plan** which includes the following components:
 - A detailed estimate for construction costs.
 - A project work plan, which details how the construction project will be managed, how risks will be mitigated, and which construction contractors will be used.

- A detailed project construction timeline.
- Final **completion of project construction**.

The items in this list are intended to be the minimum required. The selected consultant may add more information to this list if they find it valuable to the overall success of the project.



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 11.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: PEC Work Order - Dog Park & Third Street Parking Lot Surveys

The attached agreement with PEC will provide survey work for both the City Dog Park Project and the Third Street Parking Lot Project. Combining both surveys into one Work Order reduces the overall cost of travel time and wages of staff members.

The Dog Park Project is slated to be finished in 2026, while improvements to the Third Street Parking Lot will most likely happen in 2027 or 2028.

Recommendation:

City Staff recommend approval of PEC Work Order No. 26-08, in an amount not to exceed \$20,000.00, with funding coming from the Community Development portion of the One-Percent Sales Tax.

WORK ORDER NO. 26-08
LIBERAL MCCRAY DOG PARK SURVEY
LIBERAL 3RD STREET PARKING LOT

This Work Order No. 26-08 is made as of this 4th day of August 2026, under the terms and conditions established in the Master Agreement between Client and Professional Consultant dated May 04, 2026 (the “Master Services Agreement” between City of Liberal (Client) and Professional Engineering Consultants, P.A. (PEC). Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

See attached Exhibit A

SECTION B – SCHEDULE

See attached Exhibit A

SECTION C – COMPENSATION

See attached Exhibit A

SECTION D – OTHER PROVISIONS

See attached Exhibit A

CITY OF LIBERAL

By: _____

Printed Name: _____

Title: _____

Date: _____

**PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.**

By: _____

Printed Name: Suzanne Loomis, P.E.

Title: Project Manager | Municipal Markets

Date: _____



**LIBERAL MCCRAY DOG PARK SURVEY
LIBERAL 3RD STREET PARKING LOT SURVEY
EXHIBIT A**

A. Project Description

1. The Project shall consist of a topographic design survey for the McCray Dog Park (hereafter referred to as "Survey") in the City of Liberal, County of Seward, State of as generally shown in Exhibit B.
2. The project shall consist of boundary survey for the City of Liberal (hereafter referred to as "Survey") in the City of Liberal, State of Kansas AND/OR generally bounded by Washington Ave and 2nd St and as generally shown in Exhibit C.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 10 working days (i.e. working days are Monday through Friday) after receiving CLIENT's notice to proceed and to work in accordance with the CLIENT's schedule.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.
3. CLIENT acknowledges that if PEC is procuring a title report(s)/or last deed of record for the Survey, the current timeframe to receive a report(s)/deeds from a title company is approximately ten (10) business days (i.e. business days are Monday through Friday) from the date the report(s) is requested.
4. CLIENT acknowledges that PEC may suspend or defer field activities when, in PEC' professional judgment, weather conditions present safety risks or are likely to compromise data quality or accuracy, including but not limited to heavy precipitation, snow/ice, high winds, electrical storms, flooding, extreme temperatures/heat index/wind chill, reduced visibility, GNSS impairment, or UAS limitations. Surveyor shall promptly notify Client of the delay and provide updates. Deliverable dates shall be extended day-for-day for the duration of the delay, including reasonable remobilization time, without penalty. Standby, demobilization/remobilization, equipment protection, and any necessary rework to meet project tolerances shall be compensable per the rate schedule. Weather delays shall not constitute breach, default, or grounds for liquidated damages. If Client requests schedule recovery via overtime or additional crews, such measures shall be agreed in writing and billed at premium rates.

C. Project Deliverables

1. This Project Deliverables shall consist of:
 - a) Autodesk Civil 3D (dwg format) deliverable files including:
 - i. Surface model.
 - ii. Annotated above-ground features and utility appurtenances..
 - iii. Horizontal control point(s) and bench mark(s) description and reference ties.
 - iv. Survey points with position and survey code information from data collected in the field.

- v. Boundary information drafted from data provided in the CLIENT provided title commitment(s) OR title report(s) OR PEC procured title report(s)/last deed of record. Publicly available GIS information and linework is for reference only and does not constitute a boundary survey.
- b) The Survey coordinate system will be based on:
 - i. Horizontal Datum: Kansas Regional Coordinate System (KRCS), Zone 13, NAD 83 (2011).
 - ii. Vertical Datum: NAVD 88
- c) Sealed and signed PDF OR hardcopy of the Survey certified to information in the CLIENT provided title commitment(s) OR title report(s) OR PEC procured title report(s)/ last deed of record or a general certification.
- d) The Survey will include a review of the CLIENT provided title commitment(s) with supporting documents hyperlinked within the title commitment or provided in separate PDFs that correspond to or are cross referenced to the supporting document numbering scheme OR title report(s) OR PEC procured title report(s), recovering existing property corner monumentation, and re-establishing missing property corner monumentation to establish the property boundary. The Survey will meet or exceed the Minimum Standards required by the Kansas State Board of Technical Professions (effective May 21, 2021).

D. Scope of Services

1. Survey Services for McCray Dog Park will Include:
 - a) Set control points near the area of construction and obtain reference ties.
 - b) Set bench marks near the area of construction and obtain reference ties.
 - c) Collect topographic survey data, including surface locations sufficient to provide one (1) foot contours per the survey limits sketch (Exhibit B).
 - d) Locate all above grade utility improvements
 - e) Locate all structures/buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - f) Tree limits, groups of trees, and specimen trees will be identified (i.e. deciduous and evergreen) and shown in the drawing. Any tree four (4) caliper inches and larger, measured approximately 4.5-feet above the soil, will be identified and shown.
2. Survey Services for 3rd Street Parking Lot will Include:
 - a) Survey work to include review of the current deed of record for the subject property, recovering existing property corner monumentation, re-establishing missing property corner monumentation to establish the property boundary, and locating any lines of possession.
 - b) Review of found property, drawing of existing plat, and office calculations for field work to be completed.
 - c) Setting any missing boundary points so survey will meet or exceed the Minimum Standards required by the Kansas State Board of Technical Professions (effective May 21, 2021).

E. Additional Responsibilities of CLIENT

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Electronic files for base sheet development.
2. Drawings, studies, reports, and other information available pertaining to the existing building and site.
3. Provide right of entry for PEC's personnel for performing site visits, field surveys, and inspections.
4. Promptly review all preliminary study reports, drawings, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Easement and right-of-way acquisition or vacation.
3. Platting and/or zoning change processes.
4. ALTA/NSPS Land Title Survey.

G. Exclusions

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Printing costs.
2. Environmental assessments.
3. Easement abandonments and dedications.
4. Construction testing and inspection.
5. Outside consultants.
6. Tree survey/identification service.
7. Any other survey services not referenced above.
8. Additional easement or setback locations not specifically requested.
9. Procurement of a title report(s) [i.e. ownership and encumbrance report(s)].

H. PEC's Fees & Reimbursable Expenses

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be a lump sum in the amount of **\$19,835.00**, allocated as follows:

Services	Subtotal
McCray Dog Park	\$ 4,200.00
3 rd Street Parking Lot	\$ 15,635.00
Totals	\$ 19,835.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B



EXHIBIT C





**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 12.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Middlecreek Water Infrastructure Change Order

The attached change order from Earles Engineering details several additional requests in order to complete the Water Infrastructure Project with Middlecreek Corporation:

- Add 6 Each for 6" Fire Hydrant Extension @ \$1,200.00 per Each = \$7,200.00
- Add 1 Each for 12" Fire Hydrant Extension @ \$1,300.00 per Each = \$1,300.00
- Add 4 Each for 18" Fire Hydrant Extension @ \$1,400.00 per Each = \$5,600.00
- Add 1 Each for 30" Fire Hydrant Extension @ \$1,800.00 per Each = \$1,800.00

Middlecreek Corporation is also requesting a few additional days be added back to the Original Contract due to matters beyond their control. Upon review, City Staff is agreeable to these requests if the Commission also feels they are warranted. The matter of Liquidated Damages will still be reviewed after the approval of these days.

The net increase of this Change Order is \$15,900.00.

Recommendation:

City Staff request Commission consideration to approve the attached Change Order No. 3, granting additional work days to Middlecreek Corporation and authorizing \$15,900.00 in fire hydrant extensions in order to complete the project. This project is funded through both a KDHE Loan and cash transfers from the Water Fund.

CHANGE ORDER No. 3

PROJECT:	2021 Waterline Replacement	DATE OF ISSUANCE:	Aug. 11, 2026
OWNER:	City of Liberal	DATE OF CONTRACT:	Oct. 28, 2024
(Name, Address)	City of Liberal 324 N. Kansas Ave. Liberal, Kansas 67901	OWNER'S Project No.:	24-407 / 20-316
CONTRACTOR:	Middlecreek Corp. P.O. Box 136 Peabody, Kansas 66866	ENGINEERING/ INSPECTION:	Earles Engineering & Inspection 211 N. Kansas Ave. Liberal, Kansas 67901
CONTRACT FOR:	Entire Project	ENGINEER'S Project No.:	24-407 / 20-316

You are directed to make the following changes in the Contract Documents.

Description for Addition Items:

Add 6 Each for 6" Fire Hydrant Extension @ \$1,200.00 per Each = \$7,200.00

Add 1 Each for 12" Fire Hydrant Extension @ \$1,300.00 per Each = \$1,300.00

Add 4 Each for 18" Fire Hydrant Extension @ \$1,400.00 per Each = \$5,600.00

Add 1 Each for 30" Fire Hydrant Extension @ \$1,800.00 per Each = \$1,800.00

There will be several new Fire Hydrant Assemblies that will require different height extensions. They will be required in order to get the Fire Hydrants up to grade. On several locations, we had to install / bore water main low in order to avoid existing utilities.

Middlecreek Corp. is requesting the addition of 1 day to Original Contract Days.

On George St. waterline at Sta. 15+60, plans call for a Fire Hydrant Assembly to be installed. After excavating the trench, we found a 18" thick by 3' wide piece of concrete at the same elevation as to where the waterline was to be installed. We moved the Fire Hydrant South 20'. Middlecreek had to re-cut the asphalt pavement and potholed the area to be sure the concrete was not a conflict in the new location.

Middlecreek Corp. is requesting the addition of 1/2 day to Original Contract Days.

On July 28th while excavating trench for new watermain on Ziegler, contractor hit an un-marked gas line at Sta. 14+80. Black Hills Energy arrived on site at aprx. 2:30 PM and it took until 5:30 PM to get the line repaired.

Middlecreek Corp. is requesting the addition of 1/2 day to the Original Contract Days.

On July 29th while excavating trench for new watermain on Ziegler, contractor hit an un-marked gas line at Sta. 16+38. Black Hills Energy arrived on site at aprx. 3:00 PM and took until 6:00 PM to get the line repaired.

Middlecreek Corp. is requesting the addition of 1 day to Original Contract Days.

On Aug. 4th contractor spent the day excavating, compacting, and grading trench for 6" concrete patching on Harrison Circle from Sta. 16+84 to 15+25 (4th St.). Contractor was planning to pour at 8:00 AM on Aug. 5th. When I arrived on site at 7:30 AM on Aug. 5th, the trench was completed full of water. I followed the water in gutter back to a fire hydrant which looked like it had been recently flushed (not by contractor).

In addition, contractor had also prepped trench for concrete from Sta. 14+75 to 13+00 (Harvard St.). The residence at 406 Harvard St. has an irrigation box in the sidewalk. It leaked overnight and saturated aprx. 30 L.F. of prepped trench. The City Water Dept. has been aware of this leak and the residents have been notified several times by Jose R. to get it repaired.

Middlecreek Corp. is requesting the addition of 4 days to the Original Contract Days.

On 9th Street Waterline, plans call for new watermain to be installed behind the North curb. After Contractor placed a "One Call" to locate existing utilities, there is a new IdeaTek fiber line and junction box where the new waterline is to be installed from Oklahoma Ave. to the first alley to the East. The contractor will be required to carefully dig to expose fiber and use additional care while installing watermain through this area.

CHANGE IN CONTRACT PRICE:

Original Contract Price \$ 6,717,445.00

Previous Change Orders
No. 1 to 2 \$12,100.00

Contract Price Prior to this
Change Order \$6,729,545.00

Net Increase of this Change
Order \$15,900.00

Contract Price with all
Approved Change Orders \$6,745,445.00

CHANGE IN CONTRACT TIME:

Original Contract Time 560
date or days

Net change from previous
change orders 0
Days

Contract Time Prior to this
Change Order 560
date or days

Net Change from this
Change Order 7
Days

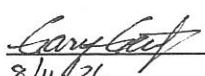
Contract Time with all
Approved Change Orders 567
date or days

Earles Eng. & Insp.

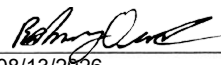
Middlecreek Corp.

City of Liberal

RECOMMENDED:

By 
Date: 8/11/26

APPROVED:

By 
Date: 08/13/2026

APPROVED:

By: _____
Date: _____
APPROVED: _____
By: _____
Date: _____

CHANGE ORDER NO. 3



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 13.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From: Scarlett Diseker, City Manager

RE: Ordinance No. 4658 - United Way Temporary Event Permit

Seward County United Way has requested a Temporary Event Permit to sell and serve liquor during their "Oktoberfest" fundraising event on Lincoln Avenue between Second Street and Third Street and on Third Street from Lincoln Avenue east to the alleyway. The event will take place on Saturday, October 10th, 2026 with road closures beginning at 12:00 p.m. (noon).

The fundraiser will include vendor booths, food and beverage trucks, local businesses/agencies, live music, and family activities. The United Way has requested to sell liquor during the event and will be responsible for obtaining their state and local permits upon approval of this ordinance.

Included in the ordinance is a map showing the street closures, barricade placement, and location of the area where alcoholic liquor beverage sales may occur. Consumption would be allowed throughout the established Common Consumption Areas in Downtown Liberal.

Recommendation:

City Staff recommend the approval of Ordinance No. 4658 to issue a Temporary Event Permit to the Seward County United Way to allow liquor sales and consumption during their "Oktoberfest" fundraising event on Saturday, October 10th, 2026 in Downtown Liberal.

ORDINANCE NO. 4658

AN ORDINANCE ALLOWING FOR A TEMPORARY EVENT PERMIT TO THE SEWARD COUNTY UNITED WAY FOR PUBLIC CONSUMPTION OF ALCOHOLIC LIQUOR IN THE COMMON CONSUMPTION AREA WITHIN THE CITY OF LIBERAL, KANSAS ON OCTOBER 10th, 2026.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS:

SECTION 1. Common Consumption Area (CCA) Previously Created. The City of Liberal previously created a CCA through Ordinance 4636 and is listed as the permit holder with the State of Kansas.

SECTION 2. Authority. Ordinance 4636, Section 2(a) allows for the issuance of a temporary event permit. The City has been approached by the Seward County United Way requesting a Special Event Temporary Permit to be granted for October 10, 2026 in order to allow Seward County United Way to obtain a state of Kansas issued CCA license for that date in the CCA area.

SECTION 3. Grant of Temporary Event Permit. The City of Liberal, Kansas does hereby grant a Temporary Permit to the Seward County United Way for the 10th day of October 2026 for the area defined by Ordinance 4636. Such temporary permit holder shall comply with all rules and regulations of Ordinance 4636.

SECTION 4. Kansas license. After passage of this ordinance, the Seward County United Way shall apply for and obtain the appropriate license by the State to sell alcoholic liquor beverages within the CCA. A copy of the same shall be provided to the City and then the Seward County United Way will be authorized to sell alcoholic liquor beverages within the CCA on October 10th, 2026 subject to the rules and regulations of Ordinance 4636.

SECTION 5. Area Defined Where Sales May Occur. The sale of alcoholic liquor beverages shall only occur in the specific portions of the CCA as set out below and as illustrated on the attached map labeled Exhibit A and incorporated herein by reference:

- The entirety of Lincoln Avenue and sidewalk from the Northernmost intersection of West 2nd Street and Lincoln Avenue to the Northernmost intersection of West 3rd Street and Lincoln Avenue; the same being approximately 400 feet in length.
- The West 250 feet of the city street and sidewalks located on West 3rd Street to the Westernmost intersection of West 3rd Street and Lincoln Avenue.

SECTION 6. Area Defined Where Consumption May Occur. Consumption of Alcoholic Liquor Beverages granted by this Ordinance shall occur solely within the CCA as designated in Ordinance 4636 more specifically defined as set out below:

- Starting from the intersection of Kansas Avenue and 3rd Street then South to 2nd Street; then West along 2nd Street to the intersection of Lincoln Avenue; then North

on Lincoln to the intersection of 3rd Street, then East to the Kansas Avenue intersection; the same area being one City block including the entirety of the streets thereon.

- From the intersection of Kansas Avenue and 2nd Street then East to the Intersection of 2nd Street and Washington.
- From the intersection of Lincoln Avenue and 2nd Street, then extending West a distance of 150.00 feet on 2nd Street.

SECTION 7. Streets to be Closed. The City of Liberal does hereby grant street closures on October 10th, 2026 from 12:00 p.m. to 11:45 p.m. as defined below and as illustrated on the attached map labeled Exhibit A and incorporated herein by reference:

- Lincoln Avenue from the Northernmost intersection of West 2nd Street and Lincoln Avenue to the Northernmost intersection of West 3rd Street and Lincoln Avenue.
- 3rd Street from the West Intersection of Lincoln Avenue to the West Intersection of the Kansas Avenue alleyway.
- Alleyway between Byron Bird and Associates and Tortuga Brewery.
- Alleyway north of Dynatest Physical Therapy building.

SECTION 8. Effective Date. That this ordinance shall be in full force and effect from and after its publication once in the official newspaper.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS, AND THE MAYOR, THIS ____ DAY OF _____, 2026.

Jeff Parsons, Mayor for the City of Liberal, Kansas

(SEAL)

ATTEST:

Alicia Hidalgo, MMC, City Clerk



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 15.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From:

RE: CITY MANAGER REPORT

Recommendation:



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM # 17.a.**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From:

RE: 08/25/2026 VOUCHERS

Voucher Summary List:

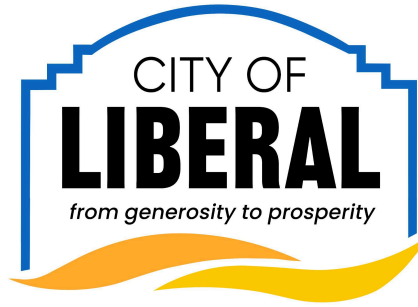
Accounts Payable Vouchers: \$3,206,114.81

Rec Center Officials & Special Runs: \$25,349.36

HR Expense Vouchers: \$561,304.20

Total: \$3,792,768.37

Recommendation:



**Voucher Summary List
City Commission Meeting
08/25/26**

Accounts Payable Vouchers: \$3,206,114.81

Rec Center Officials & Special Runs: \$25,349.36

HR Expense Vouchers: \$561,304.20

TOTAL: \$3,792,768.37

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 0000 - NONDEPARTMENTAL				
601-0000-28175	HEALTH EQUITY/WAGE WORKS	WAGEWORKS, INC	INV8993345	\$1,028.32
601-0000-28175	HEALTH EQUITY/WAGE WORKS	WAGEWORKS, INC	INV9018007	\$374.25
Subtotal for Department 0000 :				\$1,402.57
Department: 4100 - NON DEPARTMENTAL				
100-4100-43031	CITY ATTORNEY FEES	KOEHN LAW FIRM LLC	AUGUST 2026	\$4,000.00
100-4100-43060	EAP MONTHLY BILLING	COMPLIANCEONE	340653	\$312.40
100-4100-44030	G5 ADULT AED PADS/G5 PEDIATRIC PADS	AED BRANDS, LLC	200639	\$397.00
100-4100-44031	AIR FILTER	HAVOC SUPPLY	25863	\$21.42
100-4100-44031	DIRTY CONDENSER WASH	LYNN'S TOTAL COMFORT	29809	\$140.00
100-4100-44031	UNIT #3 BREAKER TRIPPED/UNIT #9 CHARGED UNIT	LYNN'S TOTAL COMFORT	29828	\$235.00
100-4100-44031	TEMP GLASS	SOUTHWEST GLASS & DOOR INC	109887	\$345.10
100-4100-45020	POLICY CHANGE-ACC 0X87608	EMC INSURANCE COMPANIES	7003235599	\$33.00
100-4100-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.92
100-4100-45060	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	341231	\$456.50
100-4100-46010	ENVELOPES	SOUTHERN OFFICE SUPPLY INC	348580	\$230.00
100-4100-46010	CALCULATOR RIBBON	SOUTHERN OFFICE SUPPLY INC	348686	\$11.97
100-4100-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179326	\$49.43
100-4100-46013	WEEKLY CHARGES	UNITED PARCEL SERVICE	000066E179336	\$74.53
100-4100-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$67.60
100-4100-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$73.82
100-4100-46090	SCHEDULE SHREDDING-FINANCE	UNDERGROUND VAULTS & STORAGE	1210791	\$33.25
100-4100-48086	ADMIN FEE/EPLAZA CID	LIBERAL PLAZA, LLC	07/23/26	(\$457.44)
100-4100-48086	ADMIN FEE/2704 CENTENNIAL	LIBERAL RESTAURANT LLC	07/23/26	(\$6.80)

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100-4100-48086	ADMIN FEE/OMEGA REH CID	OMEGA REH, LLC	07/23/26	(\$334.20)
100-4100-48086	ADMIN FEE/2867 CENTENNIAL	PINNACLE DEVELOPMENTS LLC	07/23/26	(\$75.86)
100-4100-48086	ADMIN FEE/501 HOTEL DRIVE	VAS HOTELS LLC	07/23/26	(\$947.90)
100-4100-48086	ADMIN FEE/VENTURE KANSAS CID	VENTURE KANSAS, LLC	07/23/26	(\$116.93)
100-4100-48090	DOT SUBSTANCE TESTING/MONTHLY CHARGES	COMPLIANCEONE	341879	\$126.50
100-4100-48090	EAP MONTHLY BILLING	COMPLIANCEONE	342487	\$312.40
100-4100-48090	CCA PERMIT-RENEWAL APPLICATION #346816	KANSAS DEPARTMENT OF REVENUE	07/29/2026	\$101.50
100-4100-48090	COFFEE	PRAIRIE FIRE COFFEE	1753972	\$152.80
100-4100-48090	RASH SINCLAIR REBATE	WEX BANK	114240928	(\$0.51)
Subtotal for Department 4100 :				\$5,299.50

Department: 4110 - LEGISLATIVE

100-4110-43022	2026 LEAGUE ANNUAL CONFERENCE-N MCCAFFREY	LEAGUE OF KANSAS MUNICIPALITIES	200018196	\$250.00
100-4110-43022	2026 LEAGUE ANNUAL CONFERENCE-J VAZQUEZ	LEAGUE OF KANSAS MUNICIPALITIES	200018238	\$275.00
100-4110-43022	2026 LEAGUE ANNUAL CONFERENCE-R WARREN	LEAGUE OF KANSAS MUNICIPALITIES	200018240	\$275.00
100-4110-43022	2026 LEAGUE ANNUAL CONFERENCE-J LARA	LEAGUE OF KANSAS MUNICIPALITIES	20018192	\$250.00
100-4110-45041	LEGALS: ORD #4656	HIGH PLAINS DAILY LEADER AND TIME	126859	\$81.00
100-4110-45041	LEGALS: ORD #4657	HIGH PLAINS DAILY LEADER AND TIME	126860	\$64.80
100-4110-46028	AGENDA MANAGEMENT ANNUAL FEE	CIVICPLUS, LLC	371839	\$5,955.75
100-4110-48090	STATE OF CITY DÉCOR	SUNFLOWER BANK	B BEER JULY 2026	\$34.96
100-4110-48090	ICE FOR STATE OF CITY	SUNFLOWER BANK	K YOUNG JULY 20	\$11.32
100-4110-48090	MEALS/STATE OF CITY	SUNFLOWER BANK	K YOUNG JULY 20	\$1,280.00
100-4110-48090	STATE OF CITY DÉCOR	SUNFLOWER BANK	S DISEKER JUNE 2	\$134.28

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4110 :				\$8,612.11
Department: 4120 - MUNICIPAL COURT/DIVERSION				
100-4120-34108	A OROPEZA ARMENDARIZ-RESTITUTION FOR M J OLIVAS	ASHLEY OROPEZA-ARMENDARIZ	2025001395	\$50.00
100-4120-34108	F RUANO-RESTITUTION FOR O A OCEGUERRA-LOPEZ	FRANK RUANO	2025001883	\$400.00
100-4120-34108	RESTITUTION/W J SAITER	NINA MONYEAN HOLMES	2025001739	\$120.00
100-4120-43024	PRO-TEM JUDGE	SHARP, MCQUEEN, YOXALL, DODGE & EDWARDS	CV 95263	\$375.00
100-4120-43024	PRO-TEM JUDGE	SHARP, MCQUEEN, YOXALL, DODGE & EDWARDS	CV 95269	\$525.00
100-4120-43025	MUNICIPAL COURT/TREATMENT COURT JUDGE	SHARP, MCQUEEN, YOXALL, DODGE & EDWARDS	AUGUST 2026	\$13,500.00
100-4120-43035	DRUG TEST HANDLING FEE	REDWOOD TOXICOLOGY LABORATOR	11058920267	\$33.36
100-4120-43039	PROSECUTION SERVICE CONTRACT	KOEHN LAW FIRM LLC	AUGUST 2026	\$10,000.00
100-4120-43060	CAM/WBS DAILY MONITORING FEE	ALCOHOL MONITORING SYSTEMS	381380	\$175.77
100-4120-44031	MONTHLY INTRUSION MONITORING	MIDWESTERN SECURITY LLC	832	\$42.50
100-4120-44031	REGLAZE DOOR	SOUTHWEST GLASS & DOOR INC	109875	\$240.00
100-4120-45060	MONTHLY CLEANING OF MUNICIPAL COURT	HARDING, ELAINE L	AUGUST 2026	\$140.00
100-4120-46010	TONER	SOUTHERN OFFICE SUPPLY INC	348692	\$159.99
100-4120-46010	OFFICE SUPPLIES	TREVIPAY - WALMART	4FC330C7	\$82.09
100-4120-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$140.05
215-4120-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$6.00
Subtotal for Department 4120 :				\$25,989.76
Department: 4130 - CITY MANAGER				
100-4130-43022	2026 LEAGUE ANNUAL CONFERENCE-S DISEKER	LEAGUE OF KANSAS MUNICIPALITIES	200018177	\$250.00
100-4130-43022	2026 LEAGUE ANNUAL CONFERENCE-J PARSONS	LEAGUE OF KANSAS MUNICIPALITIES	200018179	\$250.00

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100-4130-43022	2026 LEAGUE ANNUAL CONFERENCE-A HIDALGO	LEAGUE OF KANSAS MUNICIPALITIES	20018176	\$250.00
100-4130-43022	CCMFOA ATHENIAN DIALOGUE 2026	SUNFLOWER BANK	A HIDALGO JULY 2	\$75.00
100-4130-43080	LIBERAL COUNTRY CLUB	LIBERAL COUNTRY CLUB	08/01/2026	\$356.96
100-4130-44032	DURALAST WATER PUMP/ANTIFREEZE COOLANT	AUTO ZONE COMMERCIAL PROGRAM	01640857111	\$92.97
100-4130-44032	CR-DURALAST NEW WATER PUMP/ANTIFREEZE	AUTO ZONE COMMERCIAL PROGRAM	01640857112	(\$92.97)
100-4130-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4130-46010	TONER	SOUTHERN OFFICE SUPPLY INC	348841	\$99.99
100-4130-48090	FRAUD ATTEMPT	SUNFLOWER BANK	S DISEKER JULY 2	\$35.67
100-4130-48090	NET CHARGE	SUNFLOWER BANK	S DISEKER JULY 2	\$0.36
100-4130-48090	CREDIT/FRAUD ATTEMPT	SUNFLOWER BANK	S DISEKER JULY 2	(\$35.66)
100-4130-48090	OVERLIMIT FEE	SUNFLOWER BANK	S DISEKER JUNE 2	\$25.00
215-4130-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,990.18
215-4130-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$98.98

Subtotal for Department 4130 : \$3,461.34

Department: 4150 - FINANCE DEPARTMENT

100-4150-43080	GRANTWATCH ONE YEAR SUBSCRIPTION	SUNFLOWER BANK	TRAVEL 1 JULY 20	\$249.00
100-4150-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4150-45541	LEGALS: AUDIT REPORT PUBLIC NOTICE	HIGH PLAINS DAILY LEADER AND TIME	126847	\$16.20
100-4150-46010	CREDIT/RETURN BINDERS	SOUTHERN OFFICE SUPPLY INC	348430	(\$299.88)
100-4150-46090	EZ BUSINESS FEE	SUNFLOWER BANK	S DISEKER JULY 2	\$13.00
100-4150-46090	EZ BUSINESS FEE	SUNFLOWER BANK	S DISEKER JUNE 2	\$13.00

Subtotal for Department 4150 : \$56.18

Department: 4152 - PERSONNEL DEPARTMENT

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100-4152-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4152-46091	ENGRAVED ITEMS	SOUTHERN OFFICE SUPPLY INC	348418	\$85.00

Subtotal for Department 4152 : \$149.86

Department: 4160 - BUILDING MAINTENANCE

100-4160-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4160-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$47.71
100-4160-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$419.26
100-4160-48090	WIRE CONNECTORS	STANION WHOLESALE ELECTRIC CO	6142873-00	\$77.52
215-4160-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$2,624.63
215-4160-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$146.84

Subtotal for Department 4160 : \$3,380.82

Department: 4180 - I.T. DEPARTMENT

100-4180-44030	INDUSTRIAL EAR MUFFS	SUNFLOWER BANK	T LUNCEFORD JU	\$13.20
100-4180-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4180-46010	OFFICE SUPPLIES	SUNFLOWER BANK	T LUNCEFORD JU	\$19.50
100-4180-46028	3CX ANNUAL LICENSING	ACCENT LOGIC	MSP-13285	\$2,911.50
100-4180-46028	DATA PROCESSING	SUNFLOWER BANK	S DISEKER JUNE 2	\$100.00
100-4180-46028	DATA PROCESSING	SUNFLOWER BANK	T LUNCEFORD JU	\$221.38

Subtotal for Department 4180 : \$3,330.44

Department: 4210 - POLICE ADMINISTRATION

100-4210-34441	MVP FORMS (500)	KANSAS HIGHWAY PATROL	07/31/2026	\$1,000.00
100-4210-43036	PRISONER MEDICAL BILL	SUNFLOWER BANK	C PINKSTON JULY	\$123.00
100-4210-43080	KAPE MEMBERSHIP DUES	SUNFLOWER BANK	C PINKSTON JULY	\$100.00
100-4210-44030	TRAILER JACK	SUNFLOWER BANK	C HEAD JUNE 202	\$87.39

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100-4210-44031	MONTHLY INTRUSION MONITORING	MIDWESTERN SECURITY LLC	832	\$42.50
100-4210-44031	JULY FLEET CARD CHARGES	STONE CREEK DEVELOPMENT LLC	2026-1142	\$510.75
100-4210-44032	SCREWDRIVER	SUNFLOWER BANK	C PINKSTON JULY	\$12.01
100-4210-45030	CELLULAR/PD	VERIZON WIRELESS	6150218881	\$3,311.10
100-4210-45060	OFFICE CLEANING/EVIDENCE BLDG	DOUGLAS L WILLIAMS	19739	\$300.00
100-4210-45060	MONTHLY CLEANING OF LPD	HARDING, ELAINE L	AUGUST 2026	\$833.33
100-4210-46010	TONER	QUILL	49760206	\$319.47
100-4210-46010	COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	348330	\$50.00
100-4210-46010	OFFICE SUPPLIES	SOUTHERN OFFICE SUPPLY INC	348565	\$15.96
100-4210-46010	TONER	SOUTHERN OFFICE SUPPLY INC	349069	\$509.97
100-4210-46010	TONER	SOUTHERN OFFICE SUPPLY INC	349071	\$260.99
100-4210-46010	OFFICE SUPPLIES	TREVIPAY - WALMART	3170BE44	\$48.16
100-4210-46010	OFFICE SUPPLIES	TREVIPAY - WALMART	71DF9429	\$27.64
100-4210-46013	SHIPPING	SUNFLOWER BANK	C PINKSTON JULY	\$39.55
100-4210-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$8,057.19
100-4210-46085	LPD UNIFORMS-J STRAWN	BAYSINGER POLICE SUPPLY INC	1088819	\$317.95
100-4210-46085	NAMETAGS	GALLS LLC	035614676	\$68.20
100-4210-46090	(10) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING LLC	152147	\$77.50
100-4210-46090	(12) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING LLC	90362208	\$93.00
100-4210-46090	CAR LOCKS	SUNFLOWER BANK	C PINKSTON JULY	\$254.44
100-4210-46090	SHRED SERVICE/PD	UNDERGROUND VAULTS & STORAGE	1205781	\$26.25
100-4210-46090	SHRED SERVICE/PD	UNDERGROUND VAULTS & STORAGE	1210792	\$26.25
100-4210-46612	OFFICE SUPPLIES	QUILL	49767295	\$74.25
100-4210-48090	E MACIAS - BOND #63781024N	SUNFLOWER BANK	C PINKSTON JULY	\$50.00
100-4210-48093	ROOM #217 MORGAN, BUSTER	COMFORT SUITES	82274687	\$115.09

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100-4210-48093	PSYCHOLOGICAL EVALUATION	PSYCHOLOGICAL RESOURCES	2608121	\$250.00
100-4210-48093	CREDIT/LODGING	SUNFLOWER BANK	C HEAD JULY 2026	(\$50.00)
215-4210-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$17,639.23
215-4210-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$4,480.65
Subtotal for Department 4210 :				\$39,071.82

Department: 4211 - ANIMAL CONTROL DIVISION

100-4211-34503	C RALSTON-RABIES & SPAY/NEUTER	CHAD RALSTON	07/28/2026	\$15.00
100-4211-34504	C RALSTON-RABIES & SPAY/NEUTER	CHAD RALSTON	07/28/2026	\$80.00
100-4211-43091	LIBERAL ANIMAL HOSPITAL	LIBERAL ANIMAL HOSPITAL	07/29/2026	\$2,523.16
100-4211-43091	VETERINARY EXPENSES	MWI ANIMAL HEALTH	69192536	\$130.19
100-4211-46010	(8) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING	152186	\$92.00
100-4211-46010	OFFICE SUPPLIES	TREVI PAY - WALMART	0A8189BA	\$6.48
100-4211-46010	CREDIT/RETURN OFFICE SUPPLIES	TREVI PAY - WALMART	9873699D	(\$53.96)
100-4211-46010	OFFICE SUPPLIES	TREVI PAY - WALMART	DACD782E	\$53.96
100-4211-46010	OFFICE SUPPLIES	TREVI PAY - WALMART	F5E2BEE3	\$120.61
100-4211-46011	JANITORIAL SUPPLIES	SERVICE JANITORIAL SUPPLY INC	341291	\$240.25
100-4211-46017	CHEMICAL SUPPLIES	MWI ANIMAL HEALTH	69192536	\$335.92
100-4211-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$1,044.66
100-4211-46090	ANIMAL ADOPTION FEES	SUNFLOWER BANK	S DISEKER JULY 2	\$44.00
100-4211-46090	ANIMAL ADOPTION FEES	SUNFLOWER BANK	S DISEKER JUNE 2	\$50.00
100-4211-46615	KENNEL SUPPLIES	TREVI PAY - WALMART	0A8189BA	\$21.87
100-4211-46615	OFFICE/KENNEL SUPPLIES	TREVI PAY - WALMART	F5E2BEE3	\$95.21
100-4211-46619	DOG/CAT FOOD	TREVI PAY - WALMART	0A8189BA	\$137.40
215-4211-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,629.01

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215-4211-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$101.73
Subtotal for Department 4211 :				\$6,667.49

Department: 4220 - FIRE

100-4220-43022	REIMBURSEMENT-EMT RECERTIFICATION FEE	DREITZ, RAGAN	92445	\$30.00
100-4220-43022	CONFINED SPACE ENTRY-A TREJO	KANSAS RURAL WATER ASSOCIATION	08/04/2026	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-S SELLERS	KANSAS RURAL WATER ASSOCIATION	08/04/2026.1	\$120.00
100-4220-43022	CONFINED SPACE ENTRY-J LAMAS	KANSAS RURAL WATER ASSOCIATION	08/04/2026.10	\$120.00
100-4220-43022	CONFINED SPACE ENTRY-J VALENCIA	KANSAS RURAL WATER ASSOCIATION	08/04/2026.12	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-N GOSNEY	KANSAS RURAL WATER ASSOCIATION	08/04/2026.2	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-A GUZMAN	KANSAS RURAL WATER ASSOCIATION	08/04/2026.3	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-J LAMAS	KANSAS RURAL WATER ASSOCIATION	08/04/2026.4	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-A TREJO	KANSAS RURAL WATER ASSOCIATION	08/04/2026.5	\$120.00
100-4220-43022	COMPETENT PERSON FOR TRENCHING & EXCAVATION-J VALENCIA	KANSAS RURAL WATER ASSOCIATION	08/04/2026.6	\$120.00
100-4220-43022	CONFINED SPACE ENTRY-S SELLERS	KANSAS RURAL WATER ASSOCIATION	08/04/2026.7	\$120.00
100-4220-43022	CONFINED SPACE ENTRY-N GOSNEY	KANSAS RURAL WATER ASSOCIATION	08/04/2026.8	\$120.00
100-4220-43022	CONFINED SPACE ENTRY-A GUZMAN	KANSAS RURAL WATER ASSOCIATION	08/04/2026.9	\$120.00
100-4220-43022	REIMBURSEMENT-EMT RECERTIFICATION FEE	LUMAN, AARON	92446	\$30.00
100-4220-43022	REIMBURSE EMT RECERTIFICATION FEE	RODRIGUEZ, ERICK	CV 92447	\$30.00
100-4220-43022	NREMT CERTIFICATION TEST FEE	SUNFLOWER BANK	K KIRK JULY 2026	\$104.00
100-4220-43030	DOT PHYSICAL-C MIHELIC	LIBERAL FAMILY CHIROPRACTIC	07/30/2026	\$80.00
100-4220-44030	ROTARY SAW REPAIR	SMALL ENGINE SPECIALIST	1002398	\$204.95

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100-4220-44031	QUARTERLY PEST CONTROL-ST 1, 2, & 3	DAVIS PEST CONTROL	22346	\$197.00
100-4220-44032	SERVICE CHARGE	CATLETT AUTOMOTIVE INC	073126	\$2.24
100-4220-44032	TK #22 FLASHER	CATLETT AUTOMOTIVE INC	755066	\$19.35
100-4220-44032	FLAT REPAIR/UNIT #22	M & M TIRE SERVICE	173126	\$21.00
100-4220-44033	PORTABLE RADIO REPAIR	FIRST WIRELESS, INC	WT75930	\$1,250.58
100-4220-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4220-45035	GOOGLE YOUTUBE TV	SUNFLOWER BANK	K KIRK JULY 2026	\$90.66
100-4220-46011	TISSUE PAPER	TREVIPAY - WALMART	3EA78217	\$16.48
100-4220-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$105.81
100-4220-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$1,196.83
100-4220-46085	CLASS A UNIFORM BRASS	MES SERVICE COMPANY	IN2562038	\$1,474.83
100-4220-46085	ALTERATIONS - CLASS A JACKETS	TABITHA GRAVES	TG-2026-0729	\$600.00
100-4220-46086	SAFETY REIMBURSEMENT-FIELD ASSAULT BOOTS	LAMAS, JAIME	08/04/2026	\$150.00
100-4220-46087	SAFETY REIMBURSEMENT-FIREFIGHTER RADIO STRAP	GOSNEY, NOAH	07/30/2026	\$150.00
100-4220-46090	DETERGENT/MOUSE TRAPS/BATTERIES	TREVIPAY - WALMART	3EA78217	\$40.92
209-4220-44090-004	SAFETY GOGGLES	MES SERVICE COMPANY	IN2564586	\$718.70
215-4220-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,995.48
215-4220-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$128.41

Subtotal for Department 4220 : \$10,142.10

Department: 4240 - BUILDING INSPECTION SVC

100-4240-44032	JUNE FLEET CARD CHARGES	STONE CREEK DEVELOPMENT LLC	2026-1126	\$14.00
100-4240-44064	MOWING-611 N ROOSEVELT	DANNYS LANDSCAPING	26-JK-056	\$100.00
100-4240-44064	MOWING-515 W 8TH	DANNYS LANDSCAPING	26-JK-057	\$100.00

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100-4240-44064	MOWING-00000 GRIFFITH	EISENHAUER, STEPHEN E	26-DF-052	\$120.00
100-4240-44064	MOWING-141 W PANCAKE	EISENHAUER, STEPHEN E	26-DF-067	\$100.00
100-4240-44064	MOWING-808 MAPLE	EISENHAUER, STEPHEN E	26-DF-068	\$120.00
100-4240-44064	MOWING-00000 E PANCAKE	EISENHAUER, STEPHEN E	26-DF-069	\$400.00
100-4240-44064	MOWING-1120 FAIRVIEW	ELC SERVICES	26-DF-057	\$100.00
100-4240-44064	MOWING-1327 SUNSET	ELC SERVICES	26-DF-058	\$100.00
100-4240-44064	MOWING-513 N PROSPECT	ELC SERVICES	26-DF-059	\$100.00
100-4240-44064	MOWING-807 MAPLE	ELC SERVICES	26-JK-058	\$100.00
100-4240-44064	MOWING-121 W CURTIS	ELC SERVICES	26-JK-059	\$100.00
100-4240-44064	MOW/BARCELONA AND JEWELL CITY LOT	M BUILDERS LLC	26-JK-060	\$100.00
100-4240-44064	MOW/609 ARLINGTON	PEREZ TREE & LANDSCAPING	26-DF-053	\$100.00
100-4240-44064	MOW/613 ARLINGTON	PEREZ TREE & LANDSCAPING	26-DF-054	\$100.00
100-4240-44064	MOW/418 PINE	PEREZ TREE & LANDSCAPING	26-DF-055	\$100.00
100-4240-44064	MOW/444 DRIFTWOOD	PEREZ TREE & LANDSCAPING	26-DF-056	\$100.00
100-4240-44064	MOW/911 CORTEZ	PEREZ TREE & LANDSCAPING	26-DF-060	\$100.00
100-4240-44064	MOW/1909 N CALHOUN	PEREZ TREE & LANDSCAPING	26-JK-061	\$100.00
100-4240-44064	MOW/1533 SUNSET	PEREZ TREE & LANDSCAPING	26-JK-062	\$100.00
100-4240-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4240-46010	LAMINATING POUCHES	SOUTHERN OFFICE SUPPLY INC	348118	\$44.99
100-4240-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$343.32
100-4240-46028	ANNUAL SUBSCRIPTION/BUILDING	SUNFLOWER BANK	S DISEKER JUNE 2	\$1,014.16
100-4240-46041	LEGALS: BZ-26-06 NOH	HIGH PLAINS DAILY LEADER AND TIME	126813	\$81.00
215-4240-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,980.75
215-4240-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$151.80

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City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4240 :				\$5,934.88
Department: 4250 - COMMUNICATIONS				
202-4250-44030	TONER	SOUTHERN OFFICE SUPPLY INC	348545	\$259.99
202-4250-44043	COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	348332	\$398.44
202-4250-47041	MOTOROLA SPILLMAN SERVER UPGRADE & MIGRATION	MOTOROLA SOLUTIONS	1187179309	\$15,276.20
202-4250-48090	(2) 5 GALLON WATER	SCHEOPNER'S WATER CONDITIONING LLC	151957	\$15.50
Subtotal for Department 4250 :				\$15,950.13
Department: 4290 - TRAFFIC CONTROL MAINT DIV				
100-4290-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4290-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$47.71
100-4290-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$264.17
100-4290-46070	WHITE PAINT MARKER/BATTERY	CF SERVICE & SUPPLY LLC	188182	\$211.10
100-4290-46070	REFLECTIVE TAPE/CABLE/POLY VEH SIGNALS	GADES SALES CO INC	0090141-IN	\$1,689.20
100-4290-46070	AIR FILTER	GRAINGER	9033761710	\$400.08
100-4290-46070	AIR FILTER	HAVOC SUPPLY	25523	\$119.88
100-4290-46072	MARKING SPRAY PAINT/SCRAPERS/PAINT	MEAD LUMBER DO IT CENTER	13772246	\$52.53
100-4290-46072	PROPANE	RASH OIL COMPANY	75769	\$28.20
100-4290-46072	PROPANE	RASH OIL COMPANY	75770	\$28.20
100-4290-46072	EXTENSION POLES	SHERWIN WILLIAMS	9047-4	\$63.31
100-4290-46072	PAINT SUPPLIES	SHERWIN WILLIAMS	9275-1	\$70.29
100-4290-46072	ROLLER COVERS	SUNFLOWER BANK	TRAVEL 1 JULY 20	\$183.67
100-4290-46072	NEW THERMOPLASTIC STREET MARKINGS	SWARCO AMERICA, INC	900408986	\$5,710.04
100-4290-48090	SIGNS	J & A TRAFFIC PRODUCTS LLC	42726	\$322.00
215-4290-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$102.77

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Ledger	Description	Vendor Name	Invoice	Amount
215-4290-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,859.24
Subtotal for Department 4290 :				\$11,217.25
Department: 4300 - STREET/HIGHWAY				
100-4300-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4300-46090	TOILET PAPER & PAPER TOWELS	FASTENAL COMPANY	KSLIB112941	\$146.94
215-4300-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$378.53
215-4300-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$4,859.11
Subtotal for Department 4300 :				\$5,449.44
Department: 4320 - REFUSE				
215-4320-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$113.73
215-4320-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,605.78
510-4320-44030	TRAILER #E220-225-75-15 10 PLY SERVICE	CARRILLO TIRES	30.2	\$140.00
510-4320-44030	SERVICE CHARGE	CATLETT AUTOMOTIVE INC	073126	\$2.24
510-4320-44032	ADAPTER	KEATING TRACTOR & EQUIPMENT INC	413964	\$22.94
510-4320-44032	UNIT #93 PIGTAIL	KOST TRUCK SUPPLY INC	395255	\$44.10
510-4320-44032	UNIT #54 FLASHER/PLUG	KOST TRUCK SUPPLY INC	395258	\$51.31
510-4320-44032	VALVE AIR DRYERS/UNIT #93	TRUCK CENTER COMPANIES	XA102070966:01	\$826.86
510-4320-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
510-4320-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$95.42
510-4320-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$571.28
510-4320-46050	3 YD BOTTOMS	MCS - MOBILE CONTAINER SERVICE IN	47070	\$9,641.07
510-4320-46050	PAINT SUPPLIES	SHERWIN WILLIAMS	9469-0	\$607.96
510-4320-46050	PAINT THINNER	SHERWIN WILLIAMS	9563-0	\$34.99
510-4320-46090	BRAKER SLIDE/TIRE IRON TUBELESS	CARRILLO TIRES	30	\$365.00

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Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4320 :				\$14,187.54
Department: 4322 - RECYCLE DIVISION				
510-4322-44030	BOBCAT #E96 HOSES/COUPLINGS	FOLEY EQUIPMENT COMPANY	PS050083290	\$56.36
Subtotal for Department 4322 :				\$56.36
Department: 4330 - FLEET MAINTENANCE				
100-4330-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$1,987.34
100-4330-46089	SERVICE CHARGE	CATLETT AUTOMOTIVE INC	073126	\$2.24
Subtotal for Department 4330 :				\$1,989.58
Department: 4340 - ENGINEERING				
100-4340-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
Subtotal for Department 4340 :				\$64.86
Department: 4350 - SEWER ADMINISTRATIVE				
215-4350-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,141.43
215-4350-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$46.26
520-4350-44032	REPLACE REAR BUMPER & LEFT BRACKET	DAN'S BODY SHOP	C23759	\$1,480.15
520-4350-44043	COPY CHARGES	SOUTHERN OFFICE SUPPLY INC	348061	\$19.85
520-4350-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
520-4350-46016	ICE FOR LAB SAMPLES	SUNFLOWER BANK	J RANGLES JULY 2	\$7.63
520-4350-46016	WATER FOR LAB USE	SUNFLOWER BANK	J RANGLES JULY 2	\$13.78
520-4350-46016	ICE FOR LAB SAMPLES	SUNFLOWER BANK	J RANGLES JULY 2	\$3.81
520-4350-46016	ICE FOR LAB SAMPLES	SUNFLOWER BANK	J RANGLES JULY 2	\$6.36
520-4350-46026	FUEL	WEX BANK	114240928	\$50.00
520-4350-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$175.36

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Ledger	Description	Vendor Name	Invoice	Amount
520-4350-46028	ADOBE SUBSCRIPTION	SUNFLOWER BANK	J RANGLES JULY 2	\$262.07
520-4350-48091	ANNUAL WW PERMIT: KS0100986/MCI 10-OO03	KDHE-BUREAU OF WATER	M-CI10-OO03/2026	\$925.00
Subtotal for Department 4350 :				\$4,196.56

Department: 4351 - SEWER LINE CLEANING

215-4351-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$830.81
215-4351-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$55.70
520-4351-44030	PUMP REPLACEMENT FOR LIFT STATION	RAY LINDSEY COMPANY	2025217	\$5,568.00
520-4351-44030	CANOPY/STAKES/ROPE	SUNFLOWER BANK	J RANGLES JULY 2	\$126.06
520-4351-44032	REPAIR UNIT #189	TRUCK CENTER COMPANIES	RA102006972	\$4,930.86
520-4351-44032	MIRROR SUPPORT/UNIT #96	TRUCK CENTER COMPANIES	XA102070242:01	\$111.35
520-4351-46026	FUEL	WEX BANK	114240928	\$152.29
520-4351-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$151.59
Subtotal for Department 4351 :				\$11,926.66

Department: 4352 - SEWER PLANT OPERATION

215-4352-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$153.46
215-4352-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$2,808.81
520-4352-44030	REPLACE SEAL ON WILO WASTEWATER MIXER	ELECTRIC MOTOR SERVICE INC	104339	\$2,755.00
520-4352-44030	REPLACE WILO MIXER	MID-AMERICA PUMP, L.L.C.	20608	\$23,087.89
520-4352-44030	EVAPORATOR COIL/FILTER DRYER	SUNFLOWER BANK	J RANGLES JULY 2	\$315.44
520-4352-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUGUST #2 2026	\$12,070.79
520-4352-46026	FUEL	WEX BANK	114240928	\$162.18
520-4352-46026	FUEL	WEX BANK	114240928	\$128.11
520-4352-46026	FUEL	WEX BANK	114240928	\$148.76
520-4352-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$179.14

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City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4352 :				\$41,809.58
Department: 4354 - SEWER DEBT SERVICE				
520-4354-48030	KDHE REVOLVING LOAN PRINCIPAL	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026	\$102,634.20
520-4354-48030	KDHE REVOLVING LOAN PRINCIPAL	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026.2	\$1,103,488.16
520-4354-48031	KDHE REVOLVING LOAN SERVICE FEE	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026	\$3,012.21
520-4354-48031	KDHE REVOLVING LOAN INTEREST	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026	\$23,495.25
520-4354-48031	KDHE REVOLVING LOAN SERVICE FEE	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026.2	\$35,693.84
520-4354-48031	KDHE REVOLVING LOAN INTEREST	KANSAS DEPT OF HEALTH & ENVIRON MCAIT	08/10/2026.2	\$265,562.14
Subtotal for Department 4354 :				\$1,533,885.80
Department: 4500 - RECREATION ADMINISTRATION				
100-4500-44030	G5 ADULT AED PADS/G5 PEDIATRIC PADS	AED BRANDS, LLC	200639	\$397.00
100-4500-44030	BATTERY	SUNFLOWER BANK	M QUINT JULY 202	\$540.80
100-4500-44031	AIR FILTER	HAVOC SUPPLY	25611	\$95.16
100-4500-44031	AIR FILTERS	HAVOC SUPPLY	25661	\$183.72
100-4500-44031	PAINT SUPPLIES	SHERWIN WILLIAMS	9603-4	\$236.71
100-4500-44031	LABOR/KEYS	STEPHEN D MORGAN	11633	\$125.00
100-4500-45040	REDSKIN LEVEL SPONSORSHIP	LHS BOOSTER CLUB	61	\$300.00
100-4500-46011	MOPHEADS/TRASH BAGS	SERVICE JANITORIAL SUPPLY INC	341244	\$157.10
100-4500-48090	HOMEBASE SUBSCRIPTION	SUNFLOWER BANK	M QUINT JULY 202	\$70.00
Subtotal for Department 4500 :				\$2,105.49
Department: 4520 - RECREATION				
100-4520-45237	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$124.66
100-4520-45241	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$50.46
100-4520-46210	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$114.98

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100-4520-46212	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$5.16
100-4520-46213	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$15.85
100-4520-46255	DANCE APPAREL	SUNFLOWER BANK	S DISEKER JUNE 2	\$1,069.99
100-4520-46255	DANCE COSTUMES/4TH OF JULY	SUNFLOWER BANK	S DISEKER JUNE 2	\$3,640.27
100-4520-48090	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$19.56
Subtotal for Department 4520 :				\$5,040.93

Department: 4550 - GOLF COURSE

100-4550-42501	LATE FEE-MERCH INVENTORY	ACUSHNET TITLEIST COMPANY	0100136133	\$10.79
100-4550-42501	MERCH INVENTORY	ACUSHNET TITLEIST COMPANY	923573937	\$498.96
100-4550-42501	MERCH INVENTORY	ACUSHNET TITLEIST COMPANY	923606987	\$538.74
100-4550-42501	MERCH INVENTORY	ACUSHNET TITLEIST COMPANY	923759226	\$569.52
100-4550-42501	CALLAWAY GOLF CLUBS PRE-ORDERED BY C EWALT	CALLAWAY GOLF	942412463	\$2,284.55
100-4550-42501	MERCH INVENTORY	J & M GOLF	0762401-IN	\$785.46
100-4550-42501	MERCHANDISE INVENTORY	TAYLOR MADE GOLF PRODUCTS INC	39195533	\$3,373.39
100-4550-42501	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	W-1593261	\$292.35
100-4550-42502	CONCESSIONS INVENTORY	BEN E KEITH FOODS	57720317	\$1,198.83
100-4550-42502	CONCESSION INVENTORY & SUPPLIES	BEN E KEITH FOODS	57789423	\$1,063.25
100-4550-42502	CONCESSIONS/PRO-SHOP	PEPSI-COLA COMPANY	22577305	\$808.89
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	534319	\$589.20
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	534983	\$538.15
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	6860509	\$276.00
100-4550-42502	CONCESSIONS/PRO-SHOP	WILLOW TREE GOLF PETTY CASH	W-1595090	\$598.15
100-4550-42503	PRE-SOLD MERCH	ACUSHNET TITLEIST COMPANY	923728109	\$299.59
100-4550-42503	PRE-SOLD MERCH	ACUSHNET TITLEIST COMPANY	923739987	\$523.45

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Ledger	Description	Vendor Name	Invoice	Amount
100-4550-42503	PRE SOLD MERCH	CALLAWAY GOLF	943098552	\$519.50
100-4550-42503	PRE SOLD MERCH	CALLAWAY GOLF	943098555	\$840.40
100-4550-42503	PRE SOLD MERCH	CALLAWAY GOLF	943103514	\$713.85
100-4550-44030	G5 ADULT AED PADS/G5 PEDIATRIC PADS	AED BRANDS, LLC	200639	\$397.00
100-4550-44030	DURALAST BATTERY	AUTO ZONE COMMERCIAL PROGRAM	01640856442	\$163.43
100-4550-44030	CR-DURALAST BATTERY	AUTO ZONE COMMERCIAL PROGRAM	01640856443	(\$22.00)
100-4550-45017	GOLF MANAGEMENT SOFTWARE	CLUB CADDIE HOLDING INC	CCHI-INV00000057	\$550.00
100-4550-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4550-45035	YOUTUBE/CABLE TV	SUNFLOWER BANK	S DISEKER JUNE 2	\$96.11
100-4550-45085	TOURNAMENT HOLE IN 1 PKG	J & M GOLF	0761959-IN	\$1,976.73
100-4550-46011	CLEANING COMPOUNDS	SERVICE JANITORIAL SUPPLY INC	341372	\$30.35
100-4550-46017	CHEMICAL SUPPLIES	MIDWEST TURF, INC	6154	\$495.00
100-4550-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$23.41
100-4550-46028	MEDIA SIGNAGE SUBSCRIPTION	SUNFLOWER BANK	T LUNCEFORD JU	\$29.91
100-4550-46032	TORO FLX 55-5154 SPRINKLERS	PROFESSIONAL TURF PRODUCTS LP	1723809-00	\$2,257.09
100-4550-46110	CONCESSION INVENTORY & SUPPLIES	BEN E KEITH FOODS	57789423	\$86.19
100-4550-48012	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$2,758.68
Subtotal for Department 4550 :				\$25,229.78

Department: 4560 - PARKS

100-4560-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4560-46087	REIMBURSE WORK BOOTS	WILLIAMS, ANDREW	08/06/26	\$150.00
100-4560-48090	IBUPROFEN	TREVIPAY - WALMART	DA04B63D	\$13.98
215-4560-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$473.42
215-4560-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$7,154.87

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City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4560 :				\$7,857.13
Department: 4570 - PARKS				
100-4570-48090	GATORADE PACKETS	CF SERVICE & SUPPLY LLC	188198	\$48.00
Subtotal for Department 4570 :				\$48.00
Department: 4580 - ARKALON RECREATIONAL AREA				
100-4580-44024	FENCE MATERIALS	LOUDERBACK, MAX	08/10/26	\$9,341.17
100-4580-44030	BELT F/DR TRIMMER	AUTO ZONE COMMERCIAL PROGRAM	01640870931	\$18.74
100-4580-44030	JOHN DEERE TRACTOR SERVICE CALL	KEATING TRACTOR & EQUIPMENT INC	412927	\$1,694.77
100-4580-44030	BEARING	KEATING TRACTOR & EQUIPMENT INC	413375	\$11.08
100-4580-44030	18" ROLLER	SUNFLOWER BANK	B BEER JULY 2026	\$317.76
100-4580-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$216.70
215-4580-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$105.78
Subtotal for Department 4580 :				\$11,706.00
Department: 4612 - GRIER HOUSE				
100-4612-44031	RUN CAPACITOR	HAVOC SUPPLY	25705	\$9.63
100-4612-44031	FUSES	RESENHOUSE ELECTRIC SUPPLY	4166-1015778	\$8.70
Subtotal for Department 4612 :				\$18.33
Department: 4920 - CEMETERY				
100-4920-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4920-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$102.37
215-4920-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$6.00
Subtotal for Department 4920 :				\$173.23
Department: 4930 - UTILITY BILLING				

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Ledger	Description	Vendor Name	Invoice	Amount
100-4930-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
100-4930-46010	ENVELOPES	SOUTHERN OFFICE SUPPLY INC	348596	\$230.00
100-4930-46010	TONER	SOUTHERN OFFICE SUPPLY INC	348936	\$320.99
Subtotal for Department 4930 :				\$615.85

Department: 4940 - WATER UTILITY ADMIN

215-4940-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$6.00
530-4940-43022	2026 LEAGUE ANNUAL CONFERENCE-B BEER	LEAGUE OF KANSAS MUNICIPALITIES	200018178	\$250.00
530-4940-43022	KDHE FEES	SUNFLOWER BANK	J ROSALES JULY 2	\$20.00
530-4940-44030	COTTON RAGS	FASTENAL COMPANY	KSLIB112976	\$165.35
530-4940-44030	PVC PIPE PER FOOT	HAVOC SUPPLY	2-17585	\$4.15
530-4940-44030	BULBS	STANION WHOLESALE ELECTRIC CO	6145936-00	\$51.72
530-4940-44031	HVAC COMMERCIAL REPAIR-MIDDLE CONDENSER/NORTH CONDENSER	HECO HEATING AND COOLING	11923	\$555.00
530-4940-44031	HVAC COMMERCIAL REPAIR-MIDDLE CONDENSER	HECO HEATING AND COOLING	12000	\$310.00
530-4940-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$231.82
530-4940-46028	ANNUAL SUBSCRIPTION/WATER	SUNFLOWER BANK	S DISEKER JUNE 2	\$1,014.17
530-4940-48892	IDEATEK WATER TOWER LEASE SHARE	LIBERAL COUNTRY CLUB	AUGUST 2026	\$412.00
Subtotal for Department 4940 :				\$3,020.21

Department: 4941 - WATER UTILITY

215-4941-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$2,256.91
215-4941-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$149.89
530-4941-43014	WATER ANALYSIS	SERVI-TECH LABORATORIES	D-397929	\$256.00
530-4941-44026	SVC CONTRACT/MAINTENANCE-ST 1	FOLEY EQUIPMENT COMPANY	SS140064466	\$2,305.12
530-4941-44026	WELL #29 LUBE FLTR AIR PRMY	KOST TRUCK SUPPLY INC	395140	\$114.38

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4941-44026	WELL #29 ENGINE REPAIR	TIM EKKEL DIESEL REPAIR	WI012609	\$4,456.70
530-4941-44031	ST #1 CAPACITATOR REPLACEMENT	HECO HEATING AND COOLING	11946	\$285.00
530-4941-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$1,199.66
530-4941-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$1,201.17
Subtotal for Department 4941 :				\$12,224.83

Department: 4942 - WATER DISTRIBUTION

215-4942-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$9,967.08
215-4942-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$497.20
530-4942-44011	REGULAR LOCATE FEE:125 LOCATES	KANSAS ONE-CALL SYSTEM INC	6070359	\$166.25
530-4942-44029	METER SETTER	PREMIER WATERWORKS, INC.	2024554	\$697.26
530-4942-44030	CREDIT/EXCHANGE CHESTWADERS/HIP WADERS	RED BUD SUPPLY INC	191460	(\$60.00)
530-4942-44030	CHESTWADERS	RED BUD SUPPLY INC	195432	\$335.99
530-4942-44032	UNIT #27 EXPRESS 30 URETHANE/INSTALL DYNAMIC CALIBRATION	CARROLL AUTO GLASS	54328	\$1,073.13
530-4942-44036	NYLON GLOVES	FASTENAL COMPANY	KSLIB111155	\$20.38
530-4942-44036	BATTERIES/GLOVES/EYEWEAR/ELECTRIC TAPE	FASTENAL COMPANY	KSLIB113001	\$95.42
530-4942-44036	THRD BRUSH	FERGUSON ENTERPRISES LLC #3326	0315727	\$322.64
530-4942-44036	PVC MALE ADAPTER	HAVOC SUPPLY	25690	\$0.57
530-4942-44036	PVC REDUCING ELBOW	HAVOC SUPPLY	4-17643	\$2.18
530-4942-44036	GATE VALVE	MUNICIPAL SUPPLY INC	0982899-IN	\$840.66
530-4942-44036	FITTINGS	MUNICIPAL SUPPLY INC	0982900-IN	\$1,296.00
530-4942-44036	FITTINGS	PREMIER WATERWORKS, INC.	2024723	\$1,063.92
530-4942-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$3,078.93

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-4942-46631	PVC FEMALE ADAPTER/PVC BUSHING/PVC PIPE/THREAD SEALANT	HAVOC SUPPLY	25370	\$203.01
530-4942-46631	STAINLESS STEEL STREET ELBOW	HAVOC SUPPLY	25574	\$40.32
Subtotal for Department 4942 :				\$19,640.94

Department: 4943 - WATER NON OPERATIONAL

530-4943-48012	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$6,112.87
530-4943-48017	WATER SALES TAX	RETAILERS' SALES TAX	2ND QUARTER 202	\$6,634.14
530-4943-48026	WATER SALES TAX	RETAILERS' SALES TAX	2ND QUARTER 202	\$6,219.51
Subtotal for Department 4943 :				\$18,966.52

Department: 4950 - AIRPORT UTILITY

215-4950-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$99.40
215-4950-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$1,661.62
501-4950-44030	TIRE REPAIR BROWN STRING	CATLETT AUTOMOTIVE INC	754189	\$17.99
501-4950-44030	SHOP TOWELS IN A BOX	CATLETT AUTOMOTIVE INC	754695	\$14.99
501-4950-44030	BLADES	KEATING TRACTOR & EQUIPMENT INC	413094	\$96.35
501-4950-44030	TIRE	M & M TIRE SERVICE	172711	\$82.00
501-4950-44030	BEAD GUN REPAIR KIT/HOSE BEADS	SHERWIN WILLIAMS	9210-8	\$304.46
501-4950-44030	LAMPHOLDER	STANION WHOLESALE ELECTRIC CO	6141292-00	\$56.64
501-4950-44030	FITTINGS	TNT HYDRAULIC INC	34726	\$232.23
501-4950-44031	PEST CONTROL	PLUNKETT'S PEST CONTROL	10687883	\$72.22
501-4950-44031	PEST CONTROL	PLUNKETT'S PEST CONTROL	10687886	\$75.11
501-4950-44031	PEST CONTROL	PLUNKETT'S PEST CONTROL	10687887	\$75.11
501-4950-44034	AVIATION WINDSOCKS	SUNFLOWER BANK	B FORNWALT JUL	\$374.35
501-4950-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
501-4950-46010	COFFEE SUPPLIES/WATER	SUNFLOWER BANK	B FORNWALT JUL	\$27.02

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Ledger	Description	Vendor Name	Invoice	Amount
501-4950-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179326	\$35.77
501-4950-46026	DIESEL	RASH OIL COMPANY	75614	\$2,733.94
501-4950-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$421.23
501-4950-46028	ADOBE SUBSCRIPTION	SUNFLOWER BANK	B FORNWALT JUL	\$52.42
Subtotal for Department 4950 :				\$6,497.71

Department: 4953 - AIR MUSEUM

504-4953-44030	WEED EATER/STRING TRIMMER	AMAZON CAPITAL SERVICES	17FF-TH47-1QV3	\$71.34
504-4953-44030	GOLF CART BATTERY-CONVERSION KIT	AMAZON CAPITAL SERVICES	1CGX-QJC4-RJ97	\$1,319.98
504-4953-44030	FOLDABLE MOBILITY SCOOTERS FOR SENIORS	AMAZON CAPITAL SERVICES	1GPQ-6PCR-CNNY	\$388.00
504-4953-44030	CR-RECHARGEABLE BATTERY REPLACEMENT	AMAZON CAPITAL SERVICES	1WV4-6PPX-Y9CJ	(\$212.39)
504-4953-44030	GOLF CART BATTERY REPLACEMENT & INSTALL	CHANCE'S SERVICE CENTER	0065347	\$445.12
504-4953-44030	CREEPER	SUNFLOWER BANK	R IMELL JULY 2026	\$44.99
504-4953-44035	G5 ADULT AED PADS/G5 PEDIATRIC PADS	AED BRANDS, LLC	200639	\$397.00
504-4953-44035	AIR MUSEUM CLEANING	SPARKLE JANITORIAL SERVICES	2901	\$450.00
504-4953-44035	INSTALL LED LIGHTS	SPARKS ELECTRIC INC	4259	\$1,544.60
504-4953-44035	SIMPLISAFE ALARM SYSTEM	SUNFLOWER BANK	R IMELL JULY 2026	\$34.99
504-4953-45020	INLAND MARINE	TRAVELERS	8800H6098 - 06/11/	\$6,935.00
504-4953-45020	INSURANCE	TRAVELERS	8800H6098 - 07/15/	\$578.00
504-4953-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
504-4953-46010	OFFICE SUPPLIES	SUNFLOWER BANK	R IMELL JULY 2026	\$57.13
504-4953-46010	OFFICE SUPPLIES	SUNFLOWER BANK	R IMELL JULY 2026	\$56.83
504-4953-46013	POSTAGE	SUNFLOWER BANK	R IMELL JULY 2026	\$11.65
504-4953-46013	SHIPPING	UNITED PARCEL SERVICE	000066E179326	\$42.76
504-4953-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$38.70

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City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
504-4953-46610	10 PACK-REMOVE BEFORE FLIGHT KEY CHAIN	AMAZON CAPITAL SERVICES	1YL7-WVG3-GYG	\$60.97
504-4953-46610	GIFT SHOP RESALE ITEMS	SUNFLOWER BANK	R IMELL JULY 2026	\$297.32
504-4953-46610	GIFT SHOP RESALE ITEMS	WOWTOYZ	101092	\$376.97
504-4953-48012	JULY SALES TAX	RETAILERS' SALES TAX	JULY 2026	\$292.50
504-4953-48084	PAINT	SHERWIN WILLIAMS	9669-5	\$151.90
504-4953-48084	MOUNTED POSTERS	SOUTHERN OFFICE SUPPLY INC	348601	\$315.00
504-4953-48084	EXHIBIT EXPENSES	SUNFLOWER BANK	R IMELL JULY 2026	\$257.72
504-4953-48084	REFUND/EXHIBIT EXPENSE	SUNFLOWER BANK	R IMELL JULY 2026	(\$50.41)
504-4953-48084	EXHIBIT EXPENSES	SUNFLOWER BANK	R IMELL JULY 2026	\$50.41
504-4953-48084	EXHIBIT EXPENSES	SUNFLOWER BANK	R IMELL JULY 2026	\$38.28
504-4953-48084	EXHIBIT EXPENSES	SUNFLOWER BANK	R IMELL JULY 2026	\$18.85
504-4953-48084	EXHIBIT EXPENSES	SUNFLOWER BANK	R IMELL JULY 2026	\$207.50
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	1227FCC1	(\$40.76)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	404DC63B	(\$40.76)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	4F7A32D0	(\$4.88)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	542DFA13	(\$40.76)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	69A3CFBB	(\$40.76)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	72956643	(\$15.07)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	90C3ECCC	(\$2.44)
504-4953-48084	REFUND/CAMOUFLAGE NETTING	TREVIPAY - WALMART	D1F69534	(\$30.57)
Subtotal for Department 4953 :				\$14,069.57

Department: 4956 - AIR MUSEUM/ROBOTICS

209-4956-46090-004	SUPPLIES/ROBOTICS	SUNFLOWER BANK	M QUINT JULY 202	\$540.00
Subtotal for Department 4956 :				\$540.00

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Ledger	Description	Vendor Name	Invoice	Amount
Department: 4970 - CONVENTION/TOURISM				
206-4970-44047	BILBOARD RENT-GUYMON & BALKO OK	LINDMARK BILLBOARDS	INV157317	\$368.00
206-4970-44047	NEW VINYL WRAP-SOUTH HWY 83	LUMINEO SIGNS	PS-INV129524	\$1,649.20
206-4970-44047	OUTDOOR DISPLAY-PRATT KS	LUMINEO SIGNS	PS-INV129740	\$275.00
206-4970-44047	OUTDOOR DISPLAY-GREAT BEND KS	LUMINEO SIGNS	PS-INV129741	\$230.00
206-4970-44047	OUTDOOR DISPLAY-GARDEN CITY KS	LUMINEO SIGNS	PS-INV129742	\$375.00
206-4970-44047	OUTDOOR DISPLAY-LIBERAL KS	LUMINEO SIGNS	PS-INV129743	\$350.00
206-4970-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
206-4970-45030	TOURISM 800 NUMBER	AT&T LONG DISTANCE	AUGUST 2026	\$154.43
206-4970-45040	MONTHS OF ADVERTISING ON TRAVELKS.COM	DESTINATION TRAVEL NETWORK	INV00197282	\$7,650.00
206-4970-45040	DIGITAL PRINTED LOGO BANNER	FJ WRAPZ & GRAPHIX	2211	\$60.00
206-4970-45040	FULL PAGE AD & AD IN WALL STREET JOURNAL & DALLAS MORNING NEWS	IVY HOUSE MEDIA LIMITED	GHM-0826-009	\$2,975.00
206-4970-45040	2025 SWCO TOURISM-ECONOMIC IMPACT STUDY	KANSAS TOURISM	4925	\$4,000.00
206-4970-45040	KSCB-FM - SPONSORSHIP/STAYCATION	SEWARD COUNTY BROADCASTING CO INC	3551-00003-0001	\$745.00
206-4970-45080	LODGING/CONTENT CREATOR	SUNFLOWER BANK	S FULLER JULY 20	\$211.85
206-4970-45080	LODGING/KS STATE FAIR	SUNFLOWER BANK	S FULLER JULY 20	\$192.35
206-4970-46013	SHIPPING	SUNFLOWER BANK	S FULLER JULY 20	\$21.17
206-4970-46028	DISCOVERY/AI TRACKING/KEYWORD RESEARCH & OPTIMIZATION	JENRUS FREELANCE	7HK9601908665329	\$325.00
206-4970-46028	DOMAIN RENEWAL	SUNFLOWER BANK	S FULLER JULY 20	\$114.76
206-4970-46090	FURNITURE SLIDERS	SUNFLOWER BANK	S FULLER JULY 20	\$32.46
206-4970-46090	WINDOW CURTAINS/DISINFECTANT/SWIFFER MOPS	SUNFLOWER BANK	S FULLER JULY 20	\$63.73
Subtotal for Department 4970 :				\$19,857.81

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 5050 - CONSTRUCTION IMPROVEMENTS				
301-5050-43013-500	ENGINEERING SVC/WATINF2	EARLES ENGINEERING & INSPECTION I INC	18744	\$26,938.75
301-5050-43013-700	FOURTEENTH PAYMENT FOR ARCHITECTURE DESIGN-BUS FACILITY	TESSERE, INC	0133671	\$1,822.62
301-5050-43013-700	ENGINEERING SVC/CEMETERY	EARLES ENGINEERING & INSPECTION I INC	18745	\$6,279.00
301-5050-43090-200	B24 HANGAR ASSESSMENT	LK ARCHITECTURE, INC	353060001	\$11,321.15
301-5050-44050-500	PAY VOUCHER #16/WATINF2	MIDDLECREEK CORPORATION	08/11/2026	\$441,556.07
301-5050-44050-700	PAY VOUCHER NO.8	SEATON CONSTRUCTION GROUP	08/11/2026	\$155,010.55
Subtotal for Department 5050 :				\$642,928.14

Department: 6010 - GENERAL OPERATIONS

260-6010-44030	FITTINGS FOR BOBCAT TRAILER REPAIR	BEARING HEADQUARTERS COMPANY	6158727	\$2.52
260-6010-44030	SEALER FOR HYD CYL REPLACEMENT ON BOBCAT TRAILER	CATLETT AUTOMOTIVE INC	754533	\$172.12
260-6010-44030	CR-EXTRA PAYMENT	FOLEY EQUIPMENT COMPANY	CRLB53680	(\$43.53)
260-6010-44030	CR-FILTER	FOLEY EQUIPMENT COMPANY	PC050015451.2	(\$43.53)
260-6010-44030	2 SHUT OFF VALVE	HILL'S TRUCK & EQUIPMENT	26758	\$176.32
260-6010-44030	TRACTOR #184 ALTERNATOR REPLACEMENT	KEATING TRACTOR & EQUIPMENT INC	413104	\$860.13
260-6010-44030	TRACTOR #184 CORE FOR ALTERNATOR REPLACEMENT	KEATING TRACTOR & EQUIPMENT INC	413241	(\$50.00)
260-6010-44030	HOSE CONNECTOR	UNITED RENTALS INC	265103683-001	\$23.16
260-6010-44030	PARTS FOR CONCRETE SAW REPAIR	UNITED RENTALS INC	265104243-001	\$274.20
260-6010-44030	RECEIVER BRACKET	UNITED RENTALS INC	265195740-001	\$60.54
260-6010-44032	FLAT IRON	NEW IRON & METAL OF LIBERAL INC	16770	\$66.00
260-6010-44062	STREET REPAIR 05/31/25	J&R CONSTRUCTORS GROUP LLC	11219	\$904.20
260-6010-44062	STREET REPAIR 05/31/25	J&R CONSTRUCTORS GROUP LLC	11222	\$1,152.80
260-6010-44062	COLD PATCH	TEAM LABORATORY CHEMICAL LLC	INV0052906	\$1,170.00

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Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 6010 :				\$4,724.93
Department: 6012 - OTHER IMPROVEMENTS				
260-6012-48836	CURVE AND GUTTER REPAIR AT 8TH ST & KS	LIBERAL REDI-MIX, LLC	3060	\$1,750.00
260-6012-48836	FITTINGS	MEAD LUMBER DO IT CENTER	13846274	\$73.91
260-6012-48836	CONCRETE BLADES	UNITED RENTALS INC	265578026-001	\$266.19
260-6012-48838	CONCRETE FOR SIDEWALK REPAIR AT 8TH ST & KS	LIBERAL REDI-MIX, LLC	3045	\$2,108.00
260-6012-48838	CONCRETE FOR SIDEWALK REPAIR AT 8TH ST & KS	LIBERAL REDI-MIX, LLC	3053	\$3,019.76
260-6012-48838	SAW BLADE	MEAD LUMBER DO IT CENTER	13794572	\$47.99
260-6012-48838	DRILL BITS	UNITED RENTALS INC	265936588-001	\$59.20
Subtotal for Department 6012 :				\$7,325.05
Department: 6017 - RECREATION IMPROVEMENTS				
260-6017-48520	ADVENTURE BAY DEMOLITION	STOPPEL DIRT, INC.	3334	\$250,905.19
Subtotal for Department 6017 :				\$250,905.19
Department: 6020 - ECONOMIC DEVELOPMENT				
261-6020-43022	KAPIO CONFERENCE REGISTRATION	SUNFLOWER BANK	K YOUNG JULY 20	\$150.00
261-6020-44091	PARKING LOT LEASE IN DOWNTOWN AREA	WHARTON'S LIMITED LLC	AUGUST 2026	\$833.00
261-6020-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
261-6020-45090	PROFESSIONAL FEES-CONSULTING	ARKSTAR GROUP LLC	1961	\$5,000.00
261-6020-45090	PROFESSIONAL FEES - LOBBYING	WATKINS PUBLIC STRATEGIES	1489	\$6,500.00
Subtotal for Department 6020 :				\$12,547.86
Department: 6021 - PUBLIC TRANSPORTATION				
261-6021-44032	UNIT #202 OIL SERVICE/TIRE ROTATION & LIGHTS	CHANCE'S SERVICE CENTER	0065293	\$138.98

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
261-6021-44032	UNITS #220, 221, 218, 272, 266, 267 BUS WASH & WIPE DOWN	HIDDEN DETAILS	001953	\$540.00
261-6021-44032	UNIT #201 VEHICLE REPAIR	LEWIS CHEVROLET OF LIBERAL LLC	59957	\$1,821.10
261-6021-44032	FLAT REPAIR/UNIT #218	M & M TIRE SERVICE	172908	\$21.00
261-6021-44032	FLAT REPAIR/UNIT #267	M & M TIRE SERVICE	173103	\$21.00
261-6021-44032	MAINTENANCE & TECH SUPPORT/AUGUST 2026	SAFETY VISION	INV34195	\$783.33
261-6021-45030	AT&T SUBSCRIBER/ROUTER	AT&T	AUGUST 2026	\$64.86
261-6021-45040	ADVERTISING CHARGE 08/01/26-08/31/26	DEX-YP	610066126135	\$61.70
261-6021-45040	CITY BUS PACKAGE 2026	HIGH PLAINS DAILY LEADER AND TIME	126911	\$180.00
261-6021-46010	GUILLOTINE TRIMMER	SOUTHERN OFFICE SUPPLY INC	348658	\$113.99
261-6021-46010	OFFICE SUPPLIES	TREVI PAY - WALMART	A052AB1B	\$29.86
261-6021-46011	STYROFOAM CUPS	SERVICE JANITORIAL SUPPLY INC	341359	\$60.85
261-6021-46090	LETTERING	VISUAL SIGNS	9291	\$10.00
Subtotal for Department 6021 :				\$3,846.67

Department: 6030 - CRIME/DRUG PREVENTION

262-6030-43022	LODGING	SUNFLOWER BANK	C HEAD JULY 2026	\$818.66
262-6030-43022	MEALS	SUNFLOWER BANK	C HEAD JULY 2026	\$121.32
262-6030-43022	MEALS	SUNFLOWER BANK	C HEAD JUNE 202	\$150.17
262-6030-43022	TRAINING REGISTRATION	SUNFLOWER BANK	C HEAD JUNE 202	\$655.00
262-6030-43022	LODGING	SUNFLOWER BANK	C HEAD JUNE 202	\$1,994.20
262-6030-43022	LODGING	SUNFLOWER BANK	C PINKSTON JULY	\$1,374.64
262-6030-43026	SEPTEMBER 2026-TREATMENT COURT SERVICES	BARBARA NASH LAW LLC	SEPTEMBER 2026	\$2,500.00
262-6030-43026	DRUG TESTS	MICRO DISTRIBUTING II,LTD	1386529	\$1,293.25
262-6030-43026	DRUG COURT SURVEILLANCE	RECONNECT, INC	F5922599-0045	\$200.00

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Ledger	Description	Vendor Name	Invoice	Amount
262-6030-43026	LIBERAL TREATMENT COURT	SOUTHWEST GUIDANCE CENTER	09/01/26	\$3,333.33
262-6030-44031	AIR FILTER	HAVOC SUPPLY	25494	\$14.82
262-6030-44031	CONDENSING FAN MOTOR REPLACEMENT	LYNN'S TOTAL COMFORT	29791	\$437.09
262-6030-44031	LABOR/REKEY/REPLACE INTERIOR TRIM	STEPHEN D MORGAN	11569	\$123.00
262-6030-44031	LABOR	STEPHEN D MORGAN	11598	\$95.00
262-6030-45080	TOLL CHARGES	SUNFLOWER BANK	C HEAD JULY 2026	\$40.70
262-6030-45080	LODGING/TRANSPORT TO LAWRENCE, KS	SUNFLOWER BANK	TRAVEL 2 JULY 20	\$271.07
262-6030-48058	LUNCH/CADET PROGRAM	PALACIOS, SAMANTHA RILEE	183	\$332.50
262-6030-48058	CADET LHS ENROLLMENT LUNCH	SUNFLOWER BANK	C PINKSTON JULY	\$43.00
262-6030-48058	SUPPLIES FOR CADET ENROLLMENT	TREVIPAY - WALMART	39AF260A	\$99.63
262-6030-48058	SUPPLIES FOR CADET FINAL CLASS	TREVIPAY - WALMART	91648115	\$145.58
262-6030-48058	REIMBURSEMENT/PIZZA FOR CADET PROGRAM LHS ENROLLMENT	UNDERWOOD, DELANIE	CV 92492	\$47.85
262-6030-48095	SUPPLIES/LIBERAL NIGHT OUT	SUNFLOWER BANK	C HEAD JUNE 202	\$43.97
262-6030-48095	OUT BAND MEALS/LIBERAL NIGHT OUT	SUNFLOWER BANK	C HEAD JUNE 202	\$69.88
262-6030-48095	SUPPLIES/LIBERAL NIGHT OUT	SUNFLOWER BANK	C HEAD JUNE 202	\$52.42
262-6030-48095	FUEL	SUNFLOWER BANK	C HEAD JUNE 202	\$21.31
262-6030-48095	ACCIDENTAL CHARGE/SAM'S CLUB RENEWAL	SUNFLOWER BANK	TRAVEL 1 JULY 20	\$120.00

Subtotal for Department 6030 :

\$14,398.39

Department: 6040 - HOUSING

263-6040-48851	610 HAROLD BLVD-J BELTRAN	AMERICAN TITLE & ABSTRACT SPEC IN	08/11/2026	\$3,000.00
263-6040-48851	1112 ELM BLVD-B E MONGE FRANCO	AMERICAN TITLE & ABSTRACT SPEC IN	08/12/2026	\$3,000.00
263-6040-48851	1509 N WEBSTER AVE-M MORENO	ARC SPRAY FOAM LLC	1209	\$3,000.00
263-6040-48851	1311 N ROOSEVELT AVE-U HERNANDEZ	ELC SERVICES	06/25/2026	\$3,000.00
263-6040-48851	1901 N CALHOUN AVE-J FREEMAN	GERHARDT LAWN CARE & LANDSCAPE	1247	\$3,000.00

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
263-6040-48851	HVAC COMMERCIAL REPAIR-166 W WALNUT ST	HECO HEATING AND COOLING	11978	\$560.00
263-6040-48851	1037 N OKLAHOMA-M HERNANDEZ	HECO HEATING AND COOLING	11992	\$2,200.00
263-6040-48851	PAINT PROGRAM/710 S WESTERN	MEAD LUMBER DO IT CENTER	13849525	\$499.95
263-6040-48851	EXTERIOR/1965 N CALHOUN AVE - L & B DAVIS	MONARREZ CONCRETE	07/28/26	\$3,000.00
263-6040-48851	TREE REMOVAL & TREE TRIMMING	PEREZ TREE & LANDSCAPING	124	\$1,600.00
263-6040-48851	FENCE REPLACEMENT	PEREZ TREE & LANDSCAPING	125	\$1,400.00
263-6040-48851	EMERGENCY/1228 SUNSET AVE - M MEYERS	PERFIX LLC	13374	\$3,000.00
263-6040-48851	PAINT PROGRAM/1002 ELIZABETH	WESTLAKE HARDWARE INC	7723257	\$493.89
263-6040-48851	PAINT PROGRAM/1028 NEW YORK	WESTLAKE HARDWARE INC	7723461	\$498.45
263-6040-48871	MUSIC PIECES	SUNFLOWER BANK	S DISEKER JUNE 2	\$612.99
Subtotal for Department 6040 :				\$28,865.28

Department: 6050 - BEAUTIFICATION

215-6050-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$706.02
215-6050-44048	ENTERPRISE MAINTENANCE	ENTERPRISE FLEET MANAGEMENT	AUGUST 2026	\$50.07
264-6050-44024	SBB PLAYGROUND EQUIPMENT REPAIR	FRY AND ASSOCIATES	34659	\$328.12
264-6050-44030	WHEELS FOR SHARPENING BLADES	IBT INC	30345213	\$228.72
264-6050-44030	SPRING/ROD ASSY	KEATING TRACTOR & EQUIPMENT INC	413508	\$84.68
264-6050-44030	BALL COMPLEX MOWER-NO START DIAGNOSE SERVICE	KEATING TRACTOR & EQUIPMENT INC	413607	\$1,761.17
264-6050-44030	TIRES	M & M TIRE SERVICE	173034	\$141.00
264-6050-44031	URINAL FLUSHOMETER	HAVOC SUPPLY	25263	\$47.25
264-6050-44031	UNIT CHARGE-R410 REFRIGERANT	LYNN'S TOTAL COMFORT	29808	\$235.00
264-6050-44031	FURNISH 4 REGISTERS	WEBER REFRIGERATION AND HEATIN	515336	\$293.27
264-6050-46011	PAPER TOWELS	SERVICE JANITORIAL SUPPLY INC	341187	\$92.15
264-6050-46011	JANITORIAL SUPPLIES	TREVIPAY - WALMART	DA04B63D	\$46.20

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
264-6050-46021	GAS SERVICE BILLING	BLACK HILLS CORPORATION	AUGUST #2 2026	\$131.86
264-6050-46022	ELECTRIC SERVICE BILLING	SOUTHERN PIONEER ELECTRIC CO	AUGUST #2 2026	\$1.47
264-6050-46026	MOTOR OIL	TREVIPAY - WALMART	DA04B63D	\$127.88
264-6050-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$79.00
264-6050-46026	ENTERPRISE FUEL	WEX BANK	JULY 2026	\$2,380.44
264-6050-46032	BATTERIES FOR IRRIGATION CONTROLLER	FASTENAL COMPANY	KSLIB112938	\$23.76
264-6050-48868	4.5" ANNUALS/ANNUAL GRASS	FLOWER COOP, THE	07/23/2026.1	\$66.00
264-6050-48868	4.5" ANNUALS	FLOWER COOP, THE	07/23/2026.2	\$499.50
264-6050-48868	4.5" ANNUALS	FLOWER COOP, THE	07/23/2026.3	\$126.00
264-6050-48868	4.5" ANNUALS/SMALL FERNS/LARGE CALADIUMS/ANNUAL GRASS	FLOWER COOP, THE	07/23/2026.4	\$332.50
264-6050-48868	4.5" ANNUALS/HANGING BASKETS/CANNAS/ANNUAL GRASS/DAHLIAS/TICK SEED	FLOWER COOP, THE	07/23/2026.5	\$1,068.00
Subtotal for Department 6050 :				\$8,850.06

Department: 8050 - EDUCATION 1/2% SALES TAX

245-8050-48040	JULY 2026 DISBURSEMENT	EQUITY BANK/USD 480	07/31/2026	\$217,634.35
Subtotal for Department 8050 :				\$217,634.35

Department: 8060 - COMM IMPROVEMENT DISTRICT

242-8060-48086-240	CID REIMB/EPLAZA CID	LIBERAL PLAZA, LLC	07/23/26	\$9,148.79
242-8060-48086-240	CID REIMB/2704 CENTENNIAL	LIBERAL RESTAURANT LLC	07/23/26	\$135.93
242-8060-48086-240	CID REIMB/2867 CENTENNIAL	PINNACLE DEVELOPMENTS LLC	07/23/26	\$1,517.19
242-8060-48086-240	CID REIMB/OMEGA REH	OMEGA REH, LLC	07/23/26	\$16,710.15
242-8060-48086-240	CID REIMB/501 HOTEL DRIVE	VAS HOTELS LLC	07/23/26	\$18,958.05
242-8060-48086-240	CID REIMB/VENTURE KANSAS	VENTURE KANSAS, LLC	07/23/26	\$5,846.34

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 8060 :				\$52,316.45
Department: 8062 - REBATE OF TRANS GUEST TAX				
242-8062-48187-240	REBATE TGT/2891 CENTENNIAL	PINNACLE DEVELOPMENTS LLC	07/24/26	\$25,418.27
242-8062-48187-240	REBATE TGT/501 HOTEL DR	VAS HOTELS LLC	07/24/26	\$33,067.99
Subtotal for Department 8062 :				\$58,486.26
Department: 8063 - TAX INCREMENT FINANCING				
242-8063-48888-240	TIF 1 % TAX RB/2867 CENTEN	PINNACLE DEVELOPMENTS LLC	7/23/26	\$1,441.22
Subtotal for Department 8063 :				\$1,441.22

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$3,206,114.81

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$1,402.57
4100	NON DEPARTMENTAL	\$5,299.50
4110	LEGISLATIVE	\$8,612.11
4120	MUNICIPAL COURT/DIVE	\$25,989.76
4130	CITY MANAGER	\$3,461.34
4150	FINANCE DEPARTMENT	\$56.18
4152	PERSONNEL DEPARTMEN	\$149.86
4160	BUILDING MAINTENANCE	\$3,380.82
4180	I.T. DEPARTMENT	\$3,330.44
4210	POLICE ADMINISTRATION	\$39,071.82
4211	ANIMAL CONTROL DIVISI	\$6,667.49
4220	FIRE	\$10,142.10
4240	BUILDING INSPECTION SV	\$5,934.88
4250	COMMUNICATIONS	\$15,950.13
4290	TRAFFIC CONTROL MAIN	\$11,217.25
4300	STREET/HIGHWAY	\$5,449.44
4320	REFUSE	\$14,187.54
4322	RECYCLE DIVISION	\$56.36

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4330	FLEET MAINTENANCE		\$1,989.58
	4340	ENGINEERING		\$64.86
	4350	SEWER ADMINISTRATIVE		\$4,196.56
	4351	SEWER LINE CLEANING		\$11,926.66
	4352	SEWER PLANT OPERATIO		\$41,809.58
	4354	SEWER DEBT SERVICE		\$1,533,885.80
	4500	RECREATION ADMINISTR		\$2,105.49
	4520	RECREATION		\$5,040.93
	4550	GOLF COURSE		\$25,229.78
	4560	PARKS		\$7,857.13
	4570	PARKS		\$48.00
	4580	ARKALON RECREATIONA		\$11,706.00
	4612	GRIER HOUSE		\$18.33
	4920	CEMETERY		\$173.23
	4930	UTILITY BILLING		\$615.85
	4940	WATER UTILITY ADMIN		\$3,020.21
	4941	WATER UTILITY		\$12,224.83
	4942	WATER DISTRIBUTION		\$19,640.94
	4943	WATER NON OPERATION		\$18,966.52
	4950	AIRPORT UTILITY		\$6,497.71
	4953	AIR MUSEUM		\$14,069.57
	4956	AIR MUSEUM/ROBOTICS		\$540.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	4970	CONVENTION/TOURISM		\$19,857.81
	5050	CONSTRUCTION IMPROV		\$642,928.14
	6010	GENERAL OPERATIONS		\$4,724.93
	6012	OTHER IMPROVEMENTS		\$7,325.05
	6017	RECREATION IMPROVEM		\$250,905.19
	6020	ECONOMIC DEVELOPMEN		\$12,547.86
	6021	PUBLIC TRANSPORTATIO		\$3,846.67
	6030	CRIME/DRUG PREVENTIO		\$14,398.39
	6040	HOUSING		\$28,865.28
	6050	BEAUTIFICATION		\$8,850.06
	8050	EDUCATION 1/2% SALES T		\$217,634.35
	8060	COMM IMPROVEMENT DI		\$52,316.45
	8062	REBATE OF TRANS GUES		\$58,486.26
	8063	TAX INCREMENT FINANC		\$1,441.22
		Grand Total:		\$3,206,114.81

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4210 - POLICE ADMINISTRATION				
100-4210-43036	PRISONER MEDICAL BILL/SERVICE DATES 05/02/26 - 06/01/26	SOUTHWEST MEDICAL CENTER	36	\$142.31
100-4210-44031	EPOXY/FLEX TAPE	WESTLAKE HARDWARE INC	7723202	\$26.98
100-4210-46028	CELLULAR/PD	VERIZON WIRELESS	610000084920	\$284.25
Subtotal for Department 4210 :				\$453.54
Department: 4211 - ANIMAL CONTROL DIVISION				
100-4211-43091	SPAY & NEUTER SHELTER ANIMALS	JESSICA LEE BRAUN	08/05/2026	\$1,760.00
100-4211-44031	WINDOW AC	WESTLAKE HARDWARE INC	7723295	\$209.99
100-4211-46620	TRANSPORT DRIVER-AURORA CO 08/07/2026	BISHOP, DALLAS D	95170	\$150.00
Subtotal for Department 4211 :				\$2,119.99
Department: 4220 - FIRE				
100-4220-44030	TRUCK WASH BRUSH	WESTLAKE HARDWARE INC	7723481	\$31.98
100-4220-44031	TOILET REPAIR SUPPLIES	WESTLAKE HARDWARE INC	7723517	\$17.58
100-4220-44031	TOILET REPAIR SUPPLIES	WESTLAKE HARDWARE INC	7723524	\$5.59
100-4220-46015	BUCKETS/JULY 4TH FIRE PREVENTION CAMPAIGN	WESTLAKE HARDWARE INC	7723510	\$262.50
100-4220-46090	MOUSE TRAPS	WESTLAKE HARDWARE INC	7723209	\$4.59
100-4220-46090	HYDRANT PAINT	WESTLAKE HARDWARE INC	7723414	\$30.95
Subtotal for Department 4220 :				\$353.19
Department: 4240 - BUILDING INSPECTION SVC				
100-4240-46090	MARKING FLAGS	WESTLAKE HARDWARE INC	7723226	\$13.99
Subtotal for Department 4240 :				\$13.99
Department: 4290 - TRAFFIC CONTROL MAINT DIV				
100-4290-46070	FITTINGS	WESTLAKE HARDWARE INC	7723394	\$31.98
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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-4290-46070	FUSE	WESTLAKE HARDWARE INC	7723420	\$7.59
100-4290-46088	WET/DRY VACUUM	WESTLAKE HARDWARE INC	7723201	\$44.99
Subtotal for Department 4290 :				\$84.56
Department: 4350 - SEWER ADMINISTRATIVE				
520-4350-45030	COMMUNICATIONS/PHONE	AT&T	JULY 2026	\$284.29
Subtotal for Department 4350 :				\$284.29
Department: 4352 - SEWER PLANT OPERATION				
520-4352-44030	BUNGEE CORD SET	WESTLAKE HARDWARE INC	7723499	\$19.99
520-4352-44030	VALVES	WESTLAKE HARDWARE INC	7723572	\$12.76
520-4352-44030	CABLE TIES/PIPE INSULATION	WESTLAKE HARDWARE INC	7723574	\$26.93
Subtotal for Department 4352 :				\$59.68
Department: 4500 - RECREATION ADMINISTRATION				
100-4500-44024	WEED KILLER WAND	WESTLAKE HARDWARE INC	7723354	\$31.99
100-4500-44024	WEED CONTROL WAND/ENGINE OIL	WESTLAKE HARDWARE INC	7723600	\$46.98
100-4500-44030	SWAMP COOLER	WESTLAKE HARDWARE INC	7723484	\$209.99
100-4500-44031	KEYS	WESTLAKE HARDWARE INC	7723310	\$29.94
Subtotal for Department 4500 :				\$318.90
Department: 4520 - RECREATION				
100-4520-45235	POOL LEAF RAKE/BLEACH/LUBRICANT/ FITTING	WESTLAKE HARDWARE INC	7723300	\$62.95
100-4520-45235	HANDHELD BLOWER	WESTLAKE HARDWARE INC	7723534	\$299.00
100-4520-46222	SOFTBALL REF-12 GAMES	DEATON, KURT	08/05/2026	\$480.00
100-4520-46222	SOFTBALL REF-12 GAMES	ZANGHI SR, ARDON	08/05/2026	\$480.00
Subtotal for Department 4520 :				\$1,321.95

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4550 - GOLF COURSE				
100-4550-44024	TRASH CANS	WESTLAKE HARDWARE INC	7723441	\$100.96
100-4550-46032	IRRIGATION SUPPLIES	WESTLAKE HARDWARE INC	7723611	\$268.93
Subtotal for Department 4550 :				\$369.89
Department: 4570 - PARKS				
100-4570-46088	PLIERS	WESTLAKE HARDWARE INC	7723645	\$75.98
Subtotal for Department 4570 :				\$75.98
Department: 4611 - DEPOT BUILDING FACILITY				
100-4611-44031	FITTING	WESTLAKE HARDWARE INC	7723403	\$8.59
Subtotal for Department 4611 :				\$8.59
Department: 4612 - GRIER HOUSE				
100-4612-44031	FITTINGS	WESTLAKE HARDWARE INC	7723527	\$15.91
Subtotal for Department 4612 :				\$15.91
Department: 4941 - WATER UTILITY				
530-4941-44030	AUGER	WESTLAKE HARDWARE INC	7723618	\$39.99
Subtotal for Department 4941 :				\$39.99
Department: 4942 - WATER DISTRIBUTION				
530-4942-44029	GRASS SEED	WESTLAKE HARDWARE INC	7723585	\$21.99
530-4942-44036	FITTINGS	WESTLAKE HARDWARE INC	7723418	\$10.77
530-4942-46631	PVC PRIMER/FITTINGS	WESTLAKE HARDWARE INC	7723442	\$39.77
Subtotal for Department 4942 :				\$72.53
Department: 4950 - AIRPORT UTILITY				
501-4950-44030	TRIMMER LINE/LUBRICANT	WESTLAKE HARDWARE INC	7723478	\$50.98

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
501-4950-44031	TOILET SEAL	WESTLAKE HARDWARE INC	7723399	\$13.99
501-4950-44031	TOILET SHIMS	WESTLAKE HARDWARE INC	7723402	\$7.49
Subtotal for Department 4950 :				\$72.46

Department: 4953 - AIR MUSEUM

504-4953-44035	ANTI-SLIP TAPE	WESTLAKE HARDWARE INC	7723323	\$49.96
504-4953-44035	VOLTAGE TESTER/WALL RETURN REGISTER/SPACKLING COMPOUND	WESTLAKE HARDWARE INC	7723336	\$47.97
504-4953-44035	RETURN AIR GRILLE	WESTLAKE HARDWARE INC	7723562	\$21.99
504-4953-48084	FITTINGS	WESTLAKE HARDWARE INC	7723367	\$16.44
504-4953-48084	SWIVEL HASP	WESTLAKE HARDWARE INC	7723376	\$13.99
504-4953-48084	PAINT SUPPLIES	WESTLAKE HARDWARE INC	7723428	\$78.96
504-4953-48084	PADLOCK/FIXED HASP	WESTLAKE HARDWARE INC	7723605	\$24.98
504-4953-48084	PAINT SUPPLIES/PADLOCK	WESTLAKE HARDWARE INC	7723635	\$35.96
Subtotal for Department 4953 :				\$290.25

Department: 5050 - CONSTRUCTION IMPROVEMENTS

301-5050-44032-500	DAMAGES/WATINF2	LEWIS CHEVROLET OF LIBERAL LLC	59689	\$4,699.45
Subtotal for Department 5050 :				\$4,699.45

Department: 6010 - GENERAL OPERATIONS

260-6010-44030	PRIMER/WOOD FILLER	WESTLAKE HARDWARE INC	7723299	\$94.97
Subtotal for Department 6010 :				\$94.97

Department: 6030 - CRIME/DRUG PREVENTION

262-6030-46030	GRAFFITI REMOVER/THINNER	WESTLAKE HARDWARE INC	7723306	\$27.98
Subtotal for Department 6030 :				\$27.98

Department: 6040 - HOUSING

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
263-6040-48851	PAINT PROGRAM/1125 OHIO LOT #41	WESTLAKE HARDWARE INC	7723332	\$500.00
263-6040-48851	PAINT PROGRAM/629 W 3RD ST	WESTLAKE HARDWARE INC	7723410	\$492.53
263-6040-48851	PAINT PROGRAM/38 S ROOSEVELT	WESTLAKE HARDWARE INC	7723577	\$496.09
263-6040-48851	PAINT PROGRAM/35 S ROOSEVELT	WESTLAKE HARDWARE INC	7723636	\$497.47
Subtotal for Department 6040 :				\$1,986.09

Department: 6050 - BEAUTIFICATION

264-6050-44024	HOSES	WESTLAKE HARDWARE INC	7723207	\$109.98
264-6050-44024	BOLT SNAP	WESTLAKE HARDWARE INC	7723498	\$6.29
264-6050-44024	FITTINGS	WESTLAKE HARDWARE INC	7723609	\$31.92
264-6050-44030	EDGER CLUTCH DRUMS	WESTLAKE HARDWARE INC	7723526	\$102.00
264-6050-44031	CEILING LIGHT	WESTLAKE HARDWARE INC	7723304	\$31.99
264-6050-44031	SUPPLY LINE	WESTLAKE HARDWARE INC	7723326	\$9.99
264-6050-46011	TISSUE PAPER	WESTLAKE HARDWARE INC	7723282	\$349.95
264-6050-46017	GARDEN SPRAYER	WESTLAKE HARDWARE INC	7723388	\$55.98
Subtotal for Department 6050 :				\$698.10

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$13,462.28

Department Totals		
Department	Dept. Description	Department Total
4210	POLICE ADMINISTRATION	\$453.54
4211	ANIMAL CONTROL DIVISI	\$2,119.99
4220	FIRE	\$353.19
4240	BUILDING INSPECTION SV	\$13.99
4290	TRAFFIC CONTROL MAIN	\$84.56
4350	SEWER ADMINISTRATIVE	\$284.29
4352	SEWER PLANT OPERATIO	\$59.68
4500	RECREATION ADMINISTR	\$318.90
4520	RECREATION	\$1,321.95
4550	GOLF COURSE	\$369.89
4570	PARKS	\$75.98
4611	DEPOT BUILDING FACILIT	\$8.59
4612	GRIER HOUSE	\$15.91
4941	WATER UTILITY	\$39.99
4942	WATER DISTRIBUTION	\$72.53
4950	AIRPORT UTILITY	\$72.46
4953	AIR MUSEUM	\$290.25
5050	CONSTRUCTION IMPROV	\$4,699.45

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
	6010	GENERAL OPERATIONS		\$94.97
	6030	CRIME/DRUG PREVENTIO		\$27.98
	6040	HOUSING		\$1,986.09
	6050	BEAUTIFICATION		\$698.10
		Grand Total:		\$13,462.28

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 4120 - MUNICIPAL COURT/DIVERSION				
100-4120-45030	AT&T TELEPHONE BILLING	AT&T	JUL-26	\$359.08
100-4120-45030	WIRELESS BROADBAND STANDARD FOR HOTSPOT	AT&T MOBILITY	JUL 26	\$73.04
Subtotal for Department 4120 :				\$432.12
Department: 4210 - POLICE ADMINISTRATION				
100-4210-46028	FLEET TRACKING SYSTEM	VERIZON CONNECT	610000084920	\$284.25
Subtotal for Department 4210 :				\$284.25
Department: 4351 - SEWER LINE CLEANING				
520-4351-45030	AT&T TELEPHONE BILLING	AT&T	JUL-26	\$2,289.26
520-4351-45030	WIRELESS BROADBAND STANDARD FOR HOTSPOT	AT&T MOBILITY	JUL 26	\$511.26
Subtotal for Department 4351 :				\$2,800.52
Department: 4500 - RECREATION ADMINISTRATION				
100-4500-45030	AUGUST PHONE/INTERNET	UNITED TELEPHONE ASSOCIATION	2259180	\$824.47
Subtotal for Department 4500 :				\$824.47
Department: 4520 - RECREATION				
100-4520-46222	SOFTBALL REF-8 GAMES	DEATON, KURT	08/11/2026	\$320.00
100-4520-46222	SOFTBALL REF-8 GAMES	ZANGHI SR, ARDON	08/11/2026	\$320.00
100-4520-46240	SOCCER REF-19 GAMES	GALINDO, EDGAR	08/10/2026	\$342.00
100-4520-46240	SOCCER REF-5 GAMES	GONZALEZ, ABDIEL ISAI	08/10/2026	\$85.00
100-4520-46240	SOCCER REF-24 GAMES	MEDINA, IVAN BECKETT	08/10/2026	\$336.00
100-4520-46240	SOCCER REF-18 GAMES	ROMO, ABIGAIL	08/10/2026	\$306.00
100-4520-46240	SOCCER REF-18 GAMES	ROMO, NEVAEH	08/10/2026	\$306.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Subtotal for Department 4520 :				\$2,015.00
Department: 4580 - ARKALON RECREATIONAL AREA				
100-4580-41010	ARKALON CAMP HOST	DORIS CHARLENE MOONEYHAM	08/25/2026	\$1,610.00
100-4580-45030	CELLULAR/ARKALON	AT&T MOBILITY	287312814717X080	\$3.74
100-4580-45030	CELLULAR/ARKALON	AT&T MOBILITY	287313663236X080	\$51.04
Subtotal for Department 4580 :				\$1,664.78
Department: 4612 - GRIER HOUSE				
100-4612-45030	AT&T TELEPHONE BILLING	AT&T	JUL-26	\$646.82
100-4612-45030	WIRELESS BROADBAND STANDARD FOR HOTSPOT	AT&T MOBILITY	JUL 26	\$73.04
Subtotal for Department 4612 :				\$719.86
Department: 4942 - WATER DISTRIBUTION				
530-4942-45030	WIRELESS BROADBAND STANDARD FOR HOTSPOT	AT&T MOBILITY	JUL 26	\$73.04
Subtotal for Department 4942 :				\$73.04
Department: 4950 - AIRPORT UTILITY				
501-4950-46028	WIRELESS BROADBAND STANDARD FOR HOTSPOT	AT&T MOBILITY	JUL 26	\$73.04
Subtotal for Department 4950 :				\$73.04
Department: 6040 - HOUSING				
263-6040-48851	1800 N CALHOUN AVE-A DOMINGUEZ	GERHARDT LAWNCARE & LANDSCAPE	1251	\$3,000.00
Subtotal for Department 6040 :				\$3,000.00

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
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Grand Total : \$11,887.08

Department Totals		
Department	Dept. Description	Department Total
4120	MUNICIPAL COURT/DIVE	\$432.12
4210	POLICE ADMINISTRATION	\$284.25
4351	SEWER LINE CLEANING	\$2,800.52
4500	RECREATION ADMINISTR	\$824.47
4520	RECREATION	\$2,015.00
4580	ARKALON RECREATIONA	\$1,664.78
4612	GRIER HOUSE	\$719.86
4942	WATER DISTRIBUTION	\$73.04
4950	AIRPORT UTILITY	\$73.04
6040	HOUSING	\$3,000.00
Grand Total:		\$11,887.08

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
Department: 0000 - NONDEPARTMENTAL				
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$691.86
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$3,694.73
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$215.37
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$216.27
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$236.04
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$291.66
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$442.84
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$475.72
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$202.82
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$606.46
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$175.10
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$716.25
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$748.76
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$864.10
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$867.25
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$924.64
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,174.73
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,247.08
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,695.33
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$476.86
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$98.88
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$13.97
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$15.34
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$31.11

Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$36.98
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$50.13
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$50.37
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$55.21
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$214.36
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$65.66
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$422.78
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$103.57
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$111.26
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$111.52
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$133.03
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$141.84
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$158.10
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$161.80
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$167.52
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$59.75
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$274.75
100-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$7,249.07
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$52.95
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$302.44
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$293.64
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$265.94
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$234.50
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$204.47
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$184.15

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$179.61
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$305.50
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$154.93
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$212.80
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,246.10
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,505.80
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,833.15
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,874.01
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$15,066.26
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$24,421.17
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$166.89
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$516.88
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$824.54
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$803.46
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$720.24
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$668.38
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,034.55
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$193.94
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$327.53
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$827.83
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$529.67
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$643.75
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$481.94
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$417.07
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$413.61

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$383.84
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$376.24
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$373.53
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$337.27
100-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$543.05
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$14,471.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$12,198.92
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$16,251.55
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$11,848.16
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$105.50
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$6,964.95
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$105.50
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$5,304.18
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,714.11
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,643.30
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,180.35
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$104.52
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,779.34
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,788.70
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,643.30
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,142.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$9.70
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$105.50
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$104.52
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,259.78
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$714.41
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$495.20
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,142.74

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,049.67
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,052.00
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,206.34
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$198.08
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$49.52
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$115.32
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$158.25
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$158.25
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$158.25
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$162.98
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$198.08
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$244.47
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$277.31
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$297.12
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$369.25
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$407.45
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$474.75
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$162.98
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,727.86
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,191.22
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,259.78

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,273.22
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,273.22
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,398.36
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,259.78
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,337.40
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,398.36
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,398.36
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,428.82
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$49.52
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,515.48
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$49.52
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$49.52

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,515.48
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
100-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,259.78
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$8.42
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$35.70
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$35.70
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$26.78
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$20.40
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$20.40
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$17.34
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$15.30
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$10.20
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$5.10
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$35.70
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$56.10
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$15.30
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$122.40
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$232.82
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$59.16
100-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$25.50
202-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$330.23
202-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,411.96
202-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,232.47
202-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,065.82

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Ledger	Description	Vendor Name	Invoice	Amount
202-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$306.44
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$439.64
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,259.78
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,206.34
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,546.44
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,962.04
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
202-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$158.25
202-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$71.40
206-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$333.85
206-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$78.07
206-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$305.50
206-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$309.46
206-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
206-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02
206-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,515.48
206-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
206-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$13.52
207-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$61.01
207-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$260.87
207-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$350.91
207-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
207-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
207-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$5.10

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Ledger	Description	Vendor Name	Invoice	Amount
209-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$180.74
209-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$772.83
261-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$856.54
261-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$200.30
261-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,338.65
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$49.52
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$104.52
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$104.52
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$198.08
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$714.41
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$757.74
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,142.74
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,337.40
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
261-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,206.34
261-0000-20400	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$798.93
261-0000-20400	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$186.84
261-0000-20400	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$503.41
261-0000-20400	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$476.84
261-0000-20400	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$267.55

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Ledger	Description	Vendor Name	Invoice	Amount
261-0000-20400	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$203.65
261-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$26.78
261-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$20.40
262-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$28.58
262-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$122.21
262-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$225.85
262-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02
262-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
262-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$5.10
263-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$29.90
263-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$127.85
263-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$206.14
263-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
263-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02
263-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$5.10
501-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$375.23
501-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$87.75
501-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$71.89
501-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$635.87
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$69.33
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,060.84
501-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,481.02

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Ledger	Description	Vendor Name	Invoice	Amount
501-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$17.34
504-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$135.97
504-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$581.40
504-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$124.48
504-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$784.66
504-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,273.22
504-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$148.56
504-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$18.12
510-0000-20100	Automatic Invoice From Payroll, Vendor 106545	EMPOWER RETIREMENT	PR-81320268428	\$159.93
510-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$19.54
510-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,791.06
510-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$83.55
510-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$418.87
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$567.84
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$180.46
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$169.34
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$111.64
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,194.51
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$403.19
510-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$748.71
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$5,409.44
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$81.49
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$714.41
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,337.40
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37

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Ledger	Description	Vendor Name	Invoice	Amount
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,321.65
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,710.28
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$193.32
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,810.33
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$156.78
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$96.54
510-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$189.87
510-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$58.53
510-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$2.04
520-0000-20100	Automatic Invoice From Payroll, Vendor 106545	EMPOWER RETIREMENT	PR-81320268428	\$159.92
520-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,002.66
520-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$160.07
520-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$234.49
520-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$684.39
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$823.26
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,245.15
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$493.12
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$276.70
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$66.98
520-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$180.47
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$82.20
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,483.28

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Ledger	Description	Vendor Name	Invoice	Amount
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,273.22
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,414.06
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,087.80
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,257.84
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$138.73
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$148.56
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$603.17
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,398.36
520-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$108.38
520-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$30.60
520-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$28.65
530-0000-20100	Automatic Invoice From Payroll, Vendor 106545	EMPOWER RETIREMENT	PR-81320268428	\$164.77
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$240.23
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,383.24
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$1,027.15
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$262.84
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$61.47
530-0000-20100	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$323.49
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$508.05
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,213.71
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$528.90
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$44.65
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$164.43
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$913.81
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$395.24

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$385.47
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$185.94
530-0000-20100	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$341.99
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,515.48
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$27.71
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$799.74
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.75
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$52.26
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,571.37
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$231.76
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$9,286.60
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,546.44
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$28.48
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$789.36
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$297.12
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$244.47
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$3,546.22
530-0000-20400	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$99.04
530-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$56.10
530-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$28.34
530-0000-20400	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$10.20
601-0000-28111	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$7,647.08
601-0000-28111	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$32,697.90
601-0000-28112	Automatic Invoice From Payroll, Vendor 107263	FEDERAL TAXES	PR-81320268429	\$32,893.60
601-0000-28113	Automatic Invoice From Payroll, Vendor 107264	STATE EMPLOYEE TAXES	PR-813202684210	\$19,530.59

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
601-0000-28121	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$12,072.15
601-0000-28131	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$21,432.49
601-0000-28131	Automatic Invoice From Payroll, Vendor 100237	KANSAS PUBLIC EMPLOYEES	PR-81320268422	\$1,323.30
601-0000-28141	Automatic Invoice From Payroll, Vendor 106545	EMPOWER RETIREMENT	PR-81320268428	\$231.00
601-0000-28141	Automatic Invoice From Payroll, Vendor 106545	EMPOWER RETIREMENT	PR-81320268428	\$1,106.33
601-0000-28150	22-40302	CARL B DAVIS	PR-813202684317	\$419.54
601-0000-28150	2021-LM-0485	LAW OFFICE OF DJR	PR-813202684213	\$308.44
601-0000-28150	SW=2026-LM-000632	LAW OFFICE OF DJR	PR-813202684213	\$437.27
601-0000-28150	2026-LM-000206	LAW OFFICE OF DJR	PR-813202684213	\$500.42
601-0000-28150	Automatic Invoice From Payroll, Vendor 107269	LAW OFFICE OF DJR	PR-813202684213	\$373.25
601-0000-28150	SW-2026-LM-000154	LAW OFFICE OF DJR	PR-813202684213	\$291.28
601-0000-28150	001005747001 Esquibel	OKLAHOMA CENTRALIZED SUPPORT	PR-813202684212	\$72.66
601-0000-28152	VOSE ID 513-08-7697	BUREAU FOR CHILD SUPPORT ENFOR CEMENT	PR-81320268426	\$259.62
601-0000-28152	ID: SG12DM008639	KANSAS PAYMENT CENTER	PR-813202684211	\$162.92
601-0000-28152	SW10DM000115 KULOW	KANSAS PAYMENT CENTER	PR-813202684211	\$203.08
601-0000-28152	SW 2011-DM-000073 ALVARADO	KANSAS PAYMENT CENTER	PR-813202684211	\$101.80
601-0000-28152	000680496001 TORRES MASIAS	OKLAHOMA CENTRALIZED SUPPORT	PR-813202684212	\$276.92
601-0000-28152	000333653002 Valdez	OKLAHOMA CENTRALIZED SUPPORT	PR-813202684212	\$126.92
601-0000-28152	9098074D010666AG	TX CHILD SUPPORT SDU	PR-813202684214	\$318.46
601-0000-28152	0013994500215338D	TX CHILD SUPPORT SDU	PR-813202684214	\$307.85
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,717.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$6,104.50
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$4,559.50
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$105.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,240.00

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Invoices Selected for Payment - By Department

City of Liberal, KS

Ledger	Description	Vendor Name	Invoice	Amount
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$2,072.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,635.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$1,215.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$891.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$639.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$540.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$394.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$185.00
601-0000-28160	Automatic Invoice From Payroll, Vendor 100061	BLUE CROSS - BLUE SHIELD	PR-81320268421	\$5,245.50
601-0000-28165	Automatic Invoice From Payroll, Vendor 100693	AFLAC INSURANCE COMPANY	PR-81320268423	\$1,069.90
601-0000-28165	Automatic Invoice From Payroll, Vendor 100693	AFLAC INSURANCE COMPANY	PR-81320268423	\$4,246.53
601-0000-28171	Automatic Invoice From Payroll, Vendor 107680	STANDARD INSURANCE COMPANY	PR-813202684215	\$660.43
601-0000-28176	Automatic Invoice From Payroll, Vendor 102054	BROWN'S SHOE FIT	PR-81320268427	\$512.32
601-0000-28176	Automatic Invoice From Payroll, Vendor 107782	HAT CREEK BUTCHERY LP	PR-813202684316	\$353.39
601-0000-28191	Automatic Invoice From Payroll, Vendor 101091	FIREMANS FUND	PR-81320268425	\$805.31
601-0000-28192	Automatic Invoice From Payroll, Vendor 100695	SEWARD COUNTY UNITED WAY	PR-81320268424	\$257.00

Subtotal for Department 0000 : \$561,304.20

Grand Total : \$561,304.20

Department Totals		
Department	Dept. Description	Department Total
0000	NONDEPARTMENTAL	\$561,304.20
Grand Total:		\$561,304.20



**CITY OF LIBERAL
CITY COMMISSION MEETING
August 25, 2026
AGENDA ITEM #**

To: Mayor Jeff Parsons
Vice Mayor Janeth Vazquez
Commissioner Jose Lara
Commissioner Nathan McCaffrey
Commissioner Ron Warren

Date: August 25, 2026

From:

RE: ADJOURNMENT

Recommendation: