City Commission meetings shall be made available for the public to view in real time by going to the following website: cityofliberal.org then clicking the "Watch Live" link under City Government.

City Commission Agenda
Tuesday, November 9, 2021, 5:30 p.m.
City Hall, 324 N. Kansas Ave.

- Call To Order
- Roll Call
- Pledge of Allegiance
- Invocation

1. AWARDS, PROCLAMATIONS, PRESENTATIONS:

2. APPROVAL OF AGENDA

3. MINUTES—October 26, 2021 Regular Meeting.

4. 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 so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
   No Items

5. Venture Capital, LLC:
   a. Public Hearing
   b. Ordinance No. 4571-- Modifying the Project Costs of The Venture Kansas, LLC Community Improvement District.

6. Resolution No. 2370—Authorizing the Submittal of A 2023 Transit Grant.

7. Resolution No. 2371— Establishing an Additional Rural Housing Incentive District Within the City (Downtown Liberal Second Floor).

8. Airport Rehabilitation of GA and Commercial Aircraft Parking Apron.

9. Airport—Demolition of Old Recycle Building.

10. CITY STAFF

11. CITY MANAGER'S REPORT

12. 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.

13. ITEMS FROM GROUPS

14. ITEMS FROM COMMISSIONERS

15. VOUCHERS

16. EXECUTIVE SESSION – *A ten (10) minute Executive Session per K.S.A.75-4319(b)(1) – Personnel matters of nonelected personnel.*

THE REGULAR MEETING OF THE LIBERAL CITY COMMISSION
October 26, 2021

The regular meeting of the Liberal City Commission was held at 5:30 p.m. at City Hall located at 324 N. Kansas on Tuesday, October 26, 2021.

Commission Present: Mayor Taylor Harden, Vice Mayor Tony Martinez, Chris Linenbroker, Connie Seigrist, and Ron Warren.

City Staff Present: City Manager Cal Burke, City Clerk Alicia Hidalgo, Finance Director Chris Ford, Public Grounds Director Brad Beer, Fire Chief Kelly Kirk, Deputy Fire Chief Skeety Poulton, Fire Marshal Cody Regier, Police Chief Bill Cutshall, and City Attorney Lynn Koehn.

Mayor Harden called the meeting to order. City Clerk Hidalgo read the roll call and declared a quorum present. The Pledge of Allegiance was recited and Jim Garcia gave the invocation.

1. AWARDS, PROCLAMATIONS, PRESENTATIONS.
No Items Presented.

2. APPROVAL OF AGENDA.
Commissioner Seigrist moved to approve the agenda, as printed, with Commissioner Linenbroker seconding the motion. The motion carried unanimously.

3. MINUTES: - October 12, 2021 Regular Meeting Minutes.
Commissioner Linenbroker moved to approve the October 12, 2021 Regular Meeting Minutes, with Commissioner Seigrist seconding the motion. The motion carried unanimously.

4. 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 so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
a. Approval of Airport Lease Renewals:
1. #53.00 LAG Rentals, LLC (dba Hertz) $ 4,281.50 1 Year.
Commissioner Linenbroker moved to approve the consent agenda, as printed, with Commissioner Seigrist seconding the motion. The motion carried unanimously.

5. Ordinance No. 4570 - Municipal Court Collection Fees.
Mayor Harden requested Commission consideration of Ordinance No. 4570, entitled "AN ORDINANCE ADDING SECTION 9-109 & C-903 TO THE LIBERAL CITY CODE PERTAINING TO MUNICIPAL COURT, ASSESSING THE COSTS OF COLLECTION FOR DEBTS OWED TO LIBERAL MUNICIPAL COURT AGAINST THE DEFENDANT IN THE CITY OF LIBERAL, KANSAS."
- City Attorney Koehn stated this ordinance allows Municipal Court to employ a collection agency to help recover court costs/fines that aren't paid and assess the fees back to the defendant. State law allows for municipal courts to employ a collection agency and the fee is passed on to the defendant.

Commissioner Warren moved to adopt Ordinance No. 4570, with Vice Mayor Martinez seconding the motion. The motion carried unanimously.

6. Recreation Center.

• City Manager Burke advised the commission the State Fire Marshal inspected the rec center last week. There were numerous write ups on it; most of it was housekeeping. Matt (Quint) jumped on it and got everything he needed to do and cleared by the State Fire Marshal to have the MMA event. There are still some issues. Some fire alarms are four inches too high. They popped ceiling tiles and found at least 25 junction boxes that didn't have lids on them. It's housekeeping and we'll fix it. The biggest issue to address is the Final Code Footprint the Commission received and approved hadn't been signed off by the State Fire Marshal. Pete Earles and Charles Rentz are working on that. He will walk the building with Pete next week. The final answer may be that we need to sprinkle the whole building. The possible cost will be between $200,000-$250,000 to make all the needed repairs. Even the emergency lighting isn't adequate; it was adequate when it was a school but not now. He believes Matt sent off his answer. Yesterday, he met with Chief Kelly, Cody, Kevin, and Matt to go over the whole report and put the timetable of when things would be done. He will follow up with Matt; he is a miracle worker in the last hour but tends to wait until it has to be done.

• Fire Chief Kelly Kirk stated Matt Quint has 10 days to respond in writing to the Notice of Violation. They met twice now. He believes they have most of the answers to the best of their ability. Essentially, the Code Footprint goes to the State Fire Marshal. He met with Matt and witnessed the sprinkler test. They are on Fire Watch on the construction portion of the building every hour. That record has to be submitted to the State Fire Marshal's office every day. They can continue with the operations within their scope at this point. As far as new public assembly events, they are not able to host any until we have everything cleared up.

• City Manager Burke spoke to Chris (Ford) and the additional funding will come from the One Cent Sales Tax from Community Development and a part from Capital Streets and Drainage.

• Mayor Harden stated he still finds it exceedingly interesting that a building that housed thousands of kids all day every day didn't have to be sprinkled when it was a school, yet it's required to when it almost zero occupancy throughout most of the building as a rec center.

• Fire Chief Kirk noted if you go back and read Charles Rentz's letter, it was not a compliance school to the current building codes. It was grandfathered like most of the schools in this state. The change of ownership and use was the reason for the differences in codes.

• Additional discussion was held and it was noted the Rec Center is open.

• Once the State Fire Marshal's Office receives the information, they have 30 days.

• Mayor Harden thanked Staff for the update.

7. CITY STAFF.

• Public Grounds Director Brad Beer stated they will close the final four restrooms in the parks on Friday before Halloween to deter vandalism. The Christmas lights will go up on November 15. The lamp post decorating starts the 16th. The 3rd Street fountain is complete. They are not going to put water in it until next year. The irrigation at KC Park is complete now. They will start back up on the Blue Bonnet building on Monday. It will be available for rental in January 2022. He would like to put a columbarium in the cemetery. The Cemetery has money in Perpetual Funds so it will be at no cost to the tax payers. Staff was at League a couple of weeks ago, and they went through the Topeka cemetery and they have thousands of cemetery niches there. They have columbariums all over the cemetery. He thinks it's time we put one up here. He passed out photos of one and stated you start with the one in the middle and build around it.

• Finance Director Chris Ford and IT Director Tim Lunceford. As of October 14, we have online bill pay. They had approximately 253 transactions to date with over $21,000 in payments. You can pay at the counter, over the website link, and the final phase is to allow telephone payments. There was a glitch on

the phone payments and the payment processors have been notified and they will fix that. There are small fees associated with the online bill pay. People are using it.

12. CITY MANAGER REPORT

- City Manager Burke thanked Staff; they are doing a great job. On Kansas Avenue by Dillons, there is a new speed bump that resulted from when they poured their drain line underneath Kansas Avenue and it buckled it up a bit. He spoke to Gary Geist with Earles Engineering and he said that is pretty common in cooler weather. He said it should settle once it warms up. He asked Kevin (Kirk) to notify the contractor in case the asphalt does split and create a problem, the City will hold them liable. If you haven't been to the Southgate Mall/El Rancho, the new owners completely redid the whole parking lot. That is a benefit of what a CID can do. It looks nice. The parking lot stays full of cars.
- Vice Mayor Martinez made a comment and someone took it that the City did it. It was their CID. He might need to say something that it is not the City's money.
- Mr. Burke noted people have complained about it and now it's finally done. It's good to see development on the south side of town. The owners are working to get other businesses there. The Rec Center trunk or treat had great attendance.
- Mr. Burke also stated the Mahuron Park Building now has public Wi-Fi available.

13. Items from Citizens.

Mayor Harden read the rules of the Commission and requested members of the audience approach the podium to address the Commission.

- Albert Gallegos, 1311 S. Sherman. He has a question for Mr. Burke: You made a comment about the solutions to the Rec is sprinkling it. Is that the route you are going to take?
- City Manager Burke stated we won't know until the code footprint is done.
- Mayor Harden stated under the adoption of the previous code footprint, it didn't have to be sprinkled, the gym was, but the rest of the facility wasn't in accordance with that code footprint. Since they have to take it back to the drawing board and approve that he has a feeling there will probably be other changes that we are yet to be aware of that may be mandated.
- Mr. Gallegos stated it was funded once before to be sprinkled correct?
- Vice Mayor Harden stated yes and then they rediverted the rest of those funds into other improvements for the facility once it wasn't encumbered.
- Mr. Gallegos questioned why were the funds not used for the life safety of the building.
- Mayor Harden noted that in accordance with the previous code footprint they believed was approved by the State Fire Marshal's Office, those improvements weren't necessary.
- Mr. Gallegos do we know when the footprint will be returned?
- Mr. Burke state it has not been resubmitted. Pete will come out next week and they will walk back through the building. Pete will get any information Charles needs. We told them we'd have it back to them within 30 days. They then have 30 days to respond.
- Mr. Gallegos thanked them.
- Mayor Harden thanked Mr. Gallegos.

14. Items from Groups.

Mayor Harden read the rules of the Commission and requested members of the audience approach the podium to address the Commission. *No items were presented.*

15. ITEMS FROM COMMISSIONERS

Commissioner Seigrist encouraged everyone to get out and vote. Early voting is going on right not. Pick a nice day and go vote.

Commissioner Linenbroker thanked all the candidates running this year for School Board, City, and college. It takes a lot to put yourself out there. He honestly thinks they will get some changes in this town here coming up. We might not but hopefully, if we get some changes, we'll make this a stronger community and be more unified. He thanked the Fire Department, the Police Department and all the guys that work outside for the City because it's going to start getting colder and we all don't like working in the cold. It makes life a little more exciting. He appreciates all they do unlike some of these guys that just sit in their office.

Commissioner Warren stated this time of year is interesting because you start off in the morning with lots of clothes on and by the end of the day it's warm. He does work outside so he knows what it's like. He appreciates everything that Staff does. He really appreciates the work Staff did to save event that was scheduled at the Rec Center. He thinks it important and encouraging that everyone pitched in and worked together to make it happen. He thanked everyone as it took a lot of effort to make that happen.

Vice Mayor Martinez thanked all the candidates for applying and reapplying to come back. You guys get in and you'll see it ain't what you think; it's a whole different picture. Good luck guys.

Mayor Harden thanked the Fire Department and Code Enforcement for saving that event and getting the Rec Center out of a tight bind on that. Thank you to Matt Quint for all the extra time that was dedicated down there to make sure we could keep that facility up and rolling. Received quite a few compliment calls on Animal Control; they are doing an excellent job. He thanked Sally Fuller, the Tourism Department, and Air Museum Staff. We hosted the Kansas Tourism Conference here in Liberal. It was a terrific event and had a wonderful turnout. Sally did an amazing job and thank you to Tim and Amos for keeping all the technology running. There were technical difficulties at the facility, but they were able to get it hammered out. Thanks to all City Staff, Commissioners and everybody that visited our community for that event. Early voting has started so regardless of what your preferences are of candidates for the different boards make sure to get out there and vote so your opinion is heard.

16. VOUCHERS:

$1,737,080.88 dated October 26, 2021.

Commissioner Warren moved to approve the vouchers, with Vice Mayor Martinez seconding the motion. The motion carried unanimously.

The meeting was adjourned by Mayor Harden.

_____

Taylor Harden, Mayor

ATTEST:

_____

Alicia Hidalgo, CMC, City Clerk

Item No. 5

Memo to City Commission

Economic Development Department – Cindy Wallace, Director

Public Hearing Relating to the Modification of Project Costs of the Redevelopment of Improvements Located within the Venture Kansas, LLC Community Improvement District (CID)

A public hearing will be held at 5:30 PM, November 9, 2021 to approve Ordinance 4571 for Venture Kansas, LLC, modifying the project costs of the Community Improvement District for the portion of Liberal Plaza in the City of Liberal, Kansas occupied by Ace Hardware and the other vacant buildings where Gordman's, Hastings and Dollar General use to be.

The cost of the Project was originally estimated to be $2,500,000. The estimated Project costs are proposed to be modified and increased to $4,000,000, as set forth in the Modification petition and Resolution 2367 passed on October 6, 2021. It will be financed in part through the use of CID sales tax revenue to be expended on the CID project on a pay-as-you-go basis. They will levy and collect a 1.00% add-on CID sales tax as authorized by the Act for a period up to 22 years.

The Project includes cost acquisition, façade improvements, roof repair, parking improvements, mechanical, plumbing, electrical improvements, signage, HCAC improvements, rent forgiveness, lease brokerage fees, City's administrative fee and other associated costs.

Staff recommends approval of Ordinance No. 4571.

Gilmore & Bell, P.C.
11/01/2021

(Published in ***The High Plains Daily Leader and Times*** on November 14, 2021)

ORDINANCE NO. 4571

AN ORDINANCE OF THE CITY OF LIBERAL MODIFYING THE PROJECT COSTS OF THE VENTURE KANSAS, LLC COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LIBERAL, KANSAS.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Liberal, Kansas (the "City") is authorized to create community improvement districts as a method of financing economic development related improvements in a defined area within the city; and

WHEREAS, the Act further authorizes the City, in order to pay the costs of eligible projects within a community improvement district, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been previously filed with the City Clerk proposing the creation of a community improvement district under the Act and the imposition of a community improvement district sales tax in the amount of 1.00% in order to pay the costs of the project described in the Petition; and

WHEREAS, the Petition was signed by the owners of one hundred percent (100%) of all land and all of the assessed value within the proposed District, other than land owned by the City for infrastructure purposes; and

WHEREAS, on July 13, 2021, the City Commission (the "Governing Body") of the City passed Ordinance No. 4559, which established the Venture Kansas, LLC Community Improvement District (the "District"), authorized the making of certain improvements within the District consisting of the acquisition and redevelopment of a portion of the Liberal Plaza Shopping Center (collectively, the "Project") and the imposition of a 1.00% community improvement district sales tax (the "CID Sales Tax"); and

WHEREAS, a petition (the "Modification Petition") signed by the owners of one hundred percent (100%) of all land and all of the assessed value within the District has been filed with the City Clerk proposing the modification of the Project costs pursuant to the procedures of the Act; and

WHEREAS, the Governing Body adopted Resolution No. 2367 (the "Resolution") on October 12, 2021, directing that a public hearing on the proposed modifications to the Project costs be held November 9, 2021, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and mailed by United States certified mail, return receipt requested, to each owner or owners of record, whether resident or not, of real property within the proposed District; and

WHEREAS, on November 9, 2021, the Governing Body conducted a public hearing on the proposed Project cost modifications; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to modify the Project costs in accordance with the provisions of the CID Act.

WHEREAS, the City and Venture Kansas, LLC have negotiated the terms of a Development Agreement (the "Development Agreement") relating to the development of the Project, the distribution of the CID Sales Tax and related matters; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Development Agreement and related documents.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS:

Section 1. Modification of Estimated Project Cost. The Governing Body hereby finds and determines that the Modification Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby modifies the estimated costs of the Project to be completed within the District from $2,500,000 to $4,000,000.

Section 2. District Boundaries. A legal description of the property within the District is set forth in ***Exhibit A*** attached hereto and incorporated by reference. A map generally outlining the boundaries of the District is attached hereto as ***Exhibit B*** and incorporated herein by reference.

Section 3. Development Agreement. The Development Agreement is hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager. The Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such final form as are approved by the City Manager, or designate, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 5. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

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PASSED by the City Commission of the City of Liberal, Kansas on November 9, 2021 and **SIGNED** by the Mayor.

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 4571 (the "Ordinance") of the City of Liberal, Kansas (the "City"); that said Ordinance was passed by the City Commission on November 9, 2021, that the Ordinance was published in the official newspaper of the City on November 14, 2021; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: November 15, 2021.

_____

City Clerk

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EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

LOT TWO (2) PLAZA CENTER ADDITION, TO THE CITY OF LIBERAL, SEWARD COUNTY, KANSAS, TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR ROADWAYS, WALKWAYS, INGRESS AND EGRESS, PARKING OF MOTOR VEHICLES, LOADING AND UNLOADING OF COMMERCIAL OR OTHER VEHICLES AND THE USE OF FACILITIES INSTALLED FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES, LICENSEES, TENANTS, AND EMPLOYEES OF ALL BUSINESS AND OCCUPANTS OF THE BUILDING AS CREATED BY INSTRUMENT DATED AUGUST 15, 1984 AND FILED OF RECORD MARCH 21, 1986 AT 10:00 AM IN BOOK 370, PAGE 624.

AS MORE PARTICULARLY SHOWN ON A PLAT OF SURVEY PREPARED BY CEI ENGINEERING ASSOCIATES, DATED AUGUST 8, 1991 (THE PLAT), ENTITLED "WAL-MART, PART OF THE SW ¼ SEC. 28, T-34-S, R-33-W, LIBERAL, KANSAS," AND WITH REFERENCE TO SUCH PLAT THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A FOUND IRON PIN FOUND LOCATED NORTH 883.23 FEET AND 141.13 FEET EAST OF THE SW CORNER OF SECTION 28, T34S, R33W; THENCE N 29°49'20" E 510.00 FEET TO A FOUND 2" PIPE IN CONCRETE; THENCE S 00°10'40" E 568.50 FEET TO A FOUND IRON PIN; THENCE S 89°49'20" W 551.47 FEET TO A FOUND 2" PIPE IN CONCRETE; THENCE N 00°01'49" W 164.17 FEET TO A FOUND RIGHT OF WAY MARKER; THENCE N 05°40'49" E 402.00 FEET TO A FOUND IRON PIN; THENCE N 00°01'49" W 4.43 FEET TO A FOUND IRON PIN AND THE POINT OF BEGINNING.

EXHIBIT B

MAP OF DISTRICT

Gilmore & Bell, P.C.
11/01/2021

DEVELOPMENT AGREEMENT

among the

CITY OF LIBERAL, KANSAS,

and

VENTURE KANSAS, LLC

Dated as of November 15, 2021

Relating to the Redevelopment of Improvements Located within the Venture Kansas, LLC CID

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into as of November 15, 2021 (the "**Effective Date**"), by and among the **CITY OF LIBERAL, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**"), and **VENTURE KANSAS, LLC,** a Texas limited liability company (the "**Developer**"). The City and the Developer are collectively referred to as the "**Parties**" and each a "**Party**."

RECITALS

A. The Developer is a party to the Community Improvement District Petition attached hereto as ***Exhibit A-1*** (the "**Original CID Petition**") requesting the formation of the Venture Kansas, LLC Community Improvement District (the "**District**") on the terms and conditions set forth therein, which are hereby incorporated by reference. Additionally, the Developer is a party to the Petition for the Modification of the Project Costs of the Venture Kansas, LLC Community Improvement District attached hereto as ***Exhibit A-2*** (the "**Modification CID Petition**" and collectively with the Original Petition, the "**CID Petition**") requesting modification of the estimated costs of the Project on the terms and conditions set forth therein, which are hereby incorporated by reference.

B. Pursuant to Resolution No. 2358 adopted by the City Commission of the City (the "**Governing Body**") on June 8, 2021 (the "**Original CID Resolution**"), a public hearing was held on July 13, 2021, concerning the creation of the District. The Original CID Resolution is attached hereto as ***Exhibit B-1*** and hereby incorporated by reference. Pursuant to Resolution No. 2367 adopted by the Governing Body on October 12, 2021 (the "**Modification CID Resolution**" and collectively with the Original CID Resolution the "**CID Resolution**"), a public hearing was held on November 9, 2021, concerning the modification of the estimated costs of the Project. The Modification Resolution is attached hereto as ***Exhibit B-2*** and hereby incorporated by reference.

C. On July 13, 2021, the City approved the creation of the District through the passage of Ordinance No. 4559 (the "**Original CID Ordinance**"), which became effective upon publication on July 18, 2021, and is attached hereto as ***Exhibit C-1*** and hereby incorporated by reference. On November 9, 2021, the City approved modification of the estimated Project costs through the passage of Ordinance No.4571 (the "**Modification CID Ordinance**" and collectively with the Original CID Ordinance, the "**CID Ordinance**"), which became effective upon publication on November 14, 2021, and is attached hereto as ***Exhibit C-2***.

D. The Parties now desire to enter into this Agreement to formalize the financing of the Project.

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

ARTICLE I

DEFINITIONS; TERM

Section 1.01. Definitions of Words and Terms. Capitalized words used but not defined in this Agreement have the meanings set forth in the CID Ordinance.

Section 1.02. Term. The Term of this Agreement will commence on the Effective Date and will continue until the earlier of (a) 22 years after the date of commencement of CID Sales Tax collection; or (b) when CID Project costs have been paid; or (c) the expiration or earlier termination of this Agreement.

ARTICLE II

COVENANTS

Section 2.01. Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there will be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor will the Developer itself or any person claiming under or through them establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project.

The covenant established in this ***Section 2.01*** will, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Project or any part thereof. The covenants contained in this ***Section 2.01*** will remain for so long as this Agreement is in effect.

Section 2.02. Project Design. The Developer has designed the Project in accordance with all applicable City ordinances, building codes, laws, and regulations (including the Americans With Disabilities Act, the Kansas Act Against Discrimination, and all environmental laws).

ARTICLE III

CID FINANCING

Section 3.01. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax will be used to reimburse the Developer for costs of the Project, subject to the terms of this Agreement. Reimbursements will be made solely to the Developer, except for payment of the amounts payable to the City pursuant to ***Section 3.04(b)*** which will be deducted by the City in advance of distribution of the CID Sales Tax revenues to the Developer. So long as the total amount of Project costs requested for reimbursement through CID Sales Tax revenues does not exceed the actual amount expended for such use:

(a) Developer may seek reimbursement of any particular line item designated as Project costs in the budget set forth on ***Exhibit D*** not exceeding 120% of the amount stated therein, provided, however, that notwithstanding the forgoing the amount set forth on ***Exhibit D*** for Lease Brokerage Fees may not be exceeded; and

(b) Developer will be permitted to adjust the amounts estimated as Project costs within and between each line item with the written consent of the City Manager.

Section 3.02. Certification of Expenditures. Developer will certify all costs and expenditures to be made in connection with the Project in accordance with the following:

(a) Developer will submit to the City a Certification of Expenditures in the form attached hereto as ***Exhibit E*** setting forth the amount for which reimbursement is sought and an itemized listing of the related Project improvements.

(b) Each Certification of Expenditures will be accompanied by such bills, contracts, invoices, or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Project costs. For eligible expenses related to tenant improvement allowances and tenant improvements with rent forgiveness, documentation may include, but is not limited to, copies of tenant leases reflecting such allowance or rent forgiveness.

Section 3.03. Reimbursement. The City will have thirty (30) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment of the Project costs; (2) the expense was incurred; (3) the Developer is not in default under this Agreement; and (4) the City has not discovered any fraud on the part of the Developer, then the City will approve the Certification of Expenditures and promptly reimburse the Developer for the Project costs incurred pursuant to the terms of this Agreement if sufficient funds are available in the Venture Kansas, LLC CID Sales Tax Revenue Fund, and quarterly as funds become available in the event that funds in the Venture Kansas, LLC CID Sales Tax Revenue Fund are at that time insufficient. Notwithstanding the foregoing, eligibility for reimbursement from CID Sales Tax revenues for tenant improvement allowances and tenant improvements with rent forgiveness will accrue at the same rate such benefits are granted by the Developer to a tenant. In the event the City does not respond within such 30-day period, the Certification of Expenditures will be deemed approved. If the City reasonably disapproves of the Certification of Expenditures, the City will notify the Developer in writing of the reason for such disapproval within such thirty (30) day period and may request additional information from the Developer. In the event of a request for additional information, the thirty (30) day period for the City to respond will be extended for an additional thirty (30) day period commencing upon receipt by the City of the additional information requested from the Developer. Said thirty (30) day period of extension will only apply to the first request for additional information made by the City with respect to each Certification of Expenditures. In the event the City disapproves any Certification of Expenditures, the Developer shall have the right to appeal such determination to the Governing Body.

Section 3.04. Payments to the City. The City will be paid as first priority payments from the Venture Kansas, LLC CID Sales Tax Revenue Fund: (a) an Administrative Service Fee in an amount equal to 2% of CID Sales Tax revenues; and (b) actual costs incurred by the City in creating the District and the preparation and negotiation of this Agreement. The Administrative Service Fee is for the administration of the Venture Kansas, LLC CID District only and the Developer may incur additional administrative fees from the City regarding the Project that will be paid separately.

Section 3.05. Sales Tax Information.

(a) The Developer will provide the City Manager written notice of all current tenants located within the boundaries of the District prior to the opening or after the closing for business of any business within the District (and shall use commercially reasonable efforts to do so within 30 days prior to such opening or after such closing), and at all other times upon the written request of the City Manager.

(b) The Developer agrees to make commercially reasonable efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District (but excluding transient hotel guests and residential tenants and subtenants) to be obligated by written contract to provide to the City Manager simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. The Developer hereby agrees that it will make all reasonable attempts to include in each such written agreement a provision that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or

purchaser; provided however, that the failure by the Developer to secure any such obligation in any written agreement entered into by the Developer shall not be deemed an Event of Default.

(c) To the extent it may legally do so, information obtained pursuant to this ***Section 3.05*** will be kept confidential by the City in accordance with K.S.A. 79-3657.

Section 3.06. Termination of the District; Change in Project Use.

(a) The City may not terminate the District prior to the expiration of the Term of this Agreement, except as provided by law, as requested by the Developer in writing, or as otherwise provided in this Agreement.

(b) If the Project opens but subsequently ceases to operate substantially as described in the CID Ordinance, then the City, in its sole and absolute discretion, may terminate the District and/or this Agreement.

Section 3.07. Modification of the District. From time to time during the Term of this Agreement, the Developer may request, and the City will reasonably consider, any modification to the District, in accordance with the CID Act and the City's CID Policy.

Section 3.08. Public Disclosure. The Developer will or will cause any tenant or subtenant of the Project to post "**Signage**" adjacent to the main entrance of the Project and the main entrances of every retail establishment within the District. Signage is to be posted and maintained throughout the Term of this Agreement. For purposes of this Agreement, "Signage" means a sign at least 24 square inches in size containing the words: "THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING" using type face of at least 18 points in size, and direct individuals to the City website for further information using type face of at least 12 points in size.

ARTICLE IV

INDEMNITY

Section 4.01. Indemnification of City. The Developer agrees to indemnify and hold the City and its employees, agents and independent contractors and consultants (the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with the Developer's actions and undertaking in implementation of the Project or this Agreement. It is understood that the duty of the Developer to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

This ***Section 4.01*** includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where the Developer's own or have control of real property pursuant to any of the Developer's activities under this Agreement. The foregoing indemnity is intended

to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

Section 4.02. Survival. The rights to indemnification set forth in this Agreement will survive the expiration or earlier termination of this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01. Defaults – General. Failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in ***Section 5.02*** below, constitutes an **"Event of Default"** under this Agreement. The party claiming default will give written notice of default to the defaulting Party, specifying the nature of the default.

Section 5.02. Default Proceedings. The party claiming default will not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within thirty (30) days from receipt of the written notice of default set forth in ***Section 5.01***, commences with due diligence to cure, correct or remedy such failure or delay and completes such cure, correction or remedy within sixty (60) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such sixty (60) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 5.03. Remedies on Default.

(a) Whenever any Event of Default by the City occurs and is continuing, subject to applicable notice and cure periods, the Developer may: (1) pursue a remedy in equity to compel specific performance of this Agreement by the City; and/or (2) pursue any other remedy at law, provided that any monetary damages resulting from such action pursuant to this ***Subsection 5.03(a)(2)*** shall only be payable from the CID Sales Tax revenues and limited to such receipts actually received by the City. Notwithstanding any other provision of this Agreement to the contrary, in no event will the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(b) Whenever any Event of Default by the Developer occurs and is continuing, subject to applicable notice and cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and except for specific performance of this Agreement, and/or (2) retain CID Sales Tax to apply to monetary defaults, and/or (3) terminate the CID Sales Tax, and/or (4) terminate this Agreement.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this ***Section 5.03(c)***, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

(d) If a Party has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Party seeking to enforce the right or remedy, then

and in every case the Parties will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Parties will continue as though no such proceeding had been instituted.

Section 5.04. Legal Actions.

(a) ***Institution of Legal Actions***. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Seward County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

(b) ***Applicable Law***. The laws of the State of Kansas govern the interpretation and enforcement of this Agreement.

Section 5.05. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 5.06. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. No waiver made by a Party will apply to obligations beyond those expressly waived.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties, and by the execution of said amendment by the Parties or their successors in interest. Except for amendments to extension of performance times, which may be approved and executed on behalf of the City by the City Manager, each amendment must be approved by resolution adopted by the Governing Body.

Section 6.02. No Assignment. The Developer may not assign its rights and responsibilities under this Agreement without the prior written consent of the City, which may be granted or withheld in the City's sole and absolute discretion.

Section 6.03. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

Section 6.04. Notice. All notices and requests required or desired to be given pursuant to this Agreement will be in writing and will be sent as follows:

To Developer:

Venture Kansas, LLC
Attn: Manager
4425 Plano Parkway, Ste 202
Carrollton, Texas 75010
Email: malik@legacyinsures.com

To the City:

City of Liberal
Attn: City Manager
324 N. Kansas
P.O. Box 2199
Liberal, Kansas 679005-2199
Email: calvin.burke@cityofliberal.org

with a copy to:

The Koehn Law Firm, L.L.C.
217 N. Washington
Liberal, Kansas 67901
Email: lkoehn@koehnlawfirm.com

or at such other addresses as the Parties may indicate in writing to the other either by email, personal delivery, national overnight courier service, or by certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof. Emailed notices will be deemed effective: (a) when sent, if followed by transmittal by national overnight courier or hand delivery on the next business day; or (b) upon recipient's acknowledgment of receipt. Mailed notices sent via certified or registered mail, postage prepaid, return receipt requested, with proof of delivery thereof, will be deemed effective on the third day after mailing; mailed notices sent via national overnight courier service will be deemed effective on the next business day after they are sent; all other notices will be effective when delivered.

Section 6.05. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement. Hand signatures transmitted via portable document format (PDF) or similar format are also permitted as binding signatures to this Agreement.

Section 6.06. Conflicts of Interest.

(a) No member of the Governing Body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.07. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 6.08. Tax Implications. The Developer acknowledges and represents that (1) neither the City, nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or State income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon their own tax advisors in this regard.

Section 6.09. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Parties are required, or the Parties are required to agree or to take some action at the request of the other Party, such approval or such consent or such request shall be given for the City, unless otherwise provided herein, by the City Manager and for the Developer by any member of Developer so authorized; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party shall have any complaint against the other as a result of any such action taken. The City Manager may seek the advice, consent or approval of the Governing Body before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this ***Section 6.09***.

Section 6.10. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.11. References. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. All references to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

Section 6.12. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

Section 6.13. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

CITY OF LIBERAL, KANSAS

By: _____
Mayor

ATTEST:

_____
City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF SEWARD)

On this ____ day of _____, 2021, before me personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the Mayor of the City of Liberal, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he/she executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

VENTURE KANSAS, LLC

By: _____
Name: Rafiq Lakhani
Title: Authorized Member

By: _____
Name: Malik Bhagat
Title: Authorized Member

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me personally appeared Rafiq Lakhani and Malik Bhagat, to me personally known, who being by me duly sworn did say that each is an Authorized Member of Venture Kansas, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that each executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public

[SEAL]

EXHIBIT A-1

ORIGINAL CID PETITION

EXHIBIT A-2

MODIFICATION CID PETITION

EXHIBIT B-1

ORIGINAL CID RESOLUTION

EXHIBIT B-2

MODIFICATION CID RESOLUTION

EXHIBIT C-1

ORIGINAL CID ORDINANCE

EXHIBIT C-2

MODIFICATION CID ORDINANCE

EXHIBIT D

CID PROJECT BUDGET

Category	*Estimated Cost*
Acquisition Costs	$ 910,875
Lease brokerage fees	500,000
Improvements, including façade, mechanical, electrical, plumbing, roof, parking lot, HVAC, and signage, and tenant improvement allowances and tenant improvements with rent forgiveness	2,589,125
Total	$4,000,000

EXHIBIT E

CERTIFICATION OF EXPENDITURES

Request No. _____ Date:_____

Pursuant to the Development Agreement (the "**Agreement**") by and between the **CITY OF LIBERAL, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**"), and **VENTURE KANSAS, LLC,** a Texas limited liability company (the **"Developer"**), Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Agreement.

3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.

4. These costs have been incurred and are costs that are reimbursable under the Agreement.

5. Each item listed above has not been previously reimbursed from the Venture Kansas, LLC CID Sales Tax Revenue Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

VENTURE KANSAS, LLC

By:_____
Name:_____
Title:_____

Approved this ____ day of _____, 20__

CITY OF LIBERAL

By: _____
City Manager

ATTACHMENT I
TO CERTIFICATION OF EXPENDITURES

REQUEST NO. _____ DATED_____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	Description of Expenditure

[supporting documents attached]

CITY OF LIBERAL
CITY COMMISSION MEETING
NOVEMBER 9, 2021
AGENDA ITEM # 6

To: Mayor Taylor Harden
Vice Mayor Tony Martinez
Commissioner Chris Linenbroker
Commissioner Connie Seigrist
Commissioner Ron Warren

Date: October 28, 2021

From: Karen LaFreniere, Grant Director

RE: Annual Transportation Grant Application

SUBJ: Resolution No. 2370 A RESOLUTION AUTHORIZING THE SUBMITTAL OF A 2023 TRANSPORTATION PROGRAMS GRANT THROUGH KANSAS DEPARTMENT OF TRANSPORTATION

Staff requests authorization to execute and submit grant documents for the annual transit operations and administration funding as required by KDOT.

RESOLUTION NO. 2370

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A 2023 SECTION 5311 TRANSPORTATION PROGRAMS GRANT THROUGH KANSAS DEPARTMENT OF TRANSPORTATION

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

WHEREAS, the City of Liberal is an eligible applicant under the 2023 Section 5311 Transportation Program Grant, and

WHEREAS, it is determined by the Governing Body of the City of Liberal, Kansas that there is public support for the City to prepare a grant application, which if approved by Kansas Department of Transportation, will provide funding for the Transit Program operations and administration expenses for State Fiscal Year 2023.

WHEREAS, the City of Liberal, if awarded the 2023 Transit Program Grant will match up to 20% of the City Transit Program.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Liberal, Kansas that the City of Liberal authorizes submission of this grant application, commits funds from the Economic Development portion of the One-Cent Sales Tax collection and authorizes the Mayor or Grant Administrator to sign all documents pertaining to the grant on behalf of the organization.

ADOPTED this 9th day of November, 2021 by the Governing Body, City of Liberal, Kansas.

_____
Taylor Harden, Mayor

ATTEST:

_____
Karen LaFreniere, Grant Director

CITY OF LIBERAL
CITY COMMISSION MEETING
NOVEMBER 9, 2021
AGENDA ITEM #_7___

To: Mayor Taylor Harden
Vice Mayor Tony Martinez
Commissioner Chris Linenbroker
Commissioner Connie Seigrist
Commissioner Ron Warren

Date: October 28, 2021

From: Karen LaFreniere, Grant Director

SUBJ: RESOLUTION NO. 2371 A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS DETERMINING ESTABLISHING AN ADDITIONAL RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY (DOWNTOWN LIBERAL SECOND FLOOR)

Seward County Economic Development Corporation has requested that an additional district be added to the current Rural Housing Incentive Districts. The properties are located in Downtown Liberal. To be added, the additional district has to be approved by Resolution, advertised in the newspaper and submitted to the Secretary of Commerce for approval. If approved by the Secretary of Commerce, the proposed Development Plan will have to be submitted to the City Commission for approval.

Staff recommends: Approval of Resolution No. 2371 and submitting the additional RHID to the Secretary of Commerce for approval.

RESOLUTION NO. 2371

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LIBERAL, KANSAS DETERMINING ESTABLISHING AN ADDITIONAL RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY (LIBERAL DOWNTOWN AREA)

WHEREAS, the City of Liberal (the "City") has conducted a Housing Needs Analysis dated September 2012 (the "Analysis") to determine what, if any, housing needs exist within its community, a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body finds that according to the Analysis the shortage of quality housing can be expected to persist and that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City;

WHEREAS, the Governing body finds that the Analysis shows the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of this Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, on March 26, 2013, the Governing Body of the City passed Resolution No. 2170 to consider establishing a Rural Housing Incentive District within the City. On August 11, 2015, the Governing Body of the City passed Substitute Resolution 2170 with corrections to the original Resolution establishing Rural Housing Incentive Districts within the City.

WHEREAS, House Bill No. 2170 permits "*renovation of buildings or other structures more than 25 years of age primarily for residential use located in a central business district as approved by the secretary of commerce. Certification of the age of the building or other structure shall be submitted to the secretary by the governing body of the city or county with the resolution as provided by K.S.A. 12-5244, and amendments thereto. Eligible residential improvements shall include only improvements made to the second or higher floors of a building or other structure. Improvements for commercial purposes shall not be eligible.*"

WHEREAS, upon approval from the Secretary, the City proposes to continue proceedings necessary to create an additional Rural Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED by the Governing Body of the City of Liberal, Kansas as follows:

Proposed Rural Housing Incentive District. Based on the findings and determinations of the Analysis the Governing Body hereby declares intent to establish an additional Rural Housing Incentive District in certain downtown buildings to include only the second floor or higher floors. The proposed district has a legal description of:

Original Town, Block 27, Lots 7-8	323 N. Kansas Avenue
Original Town, Block 27, Lot 9 & N 4.5' Lot 10	319 N. Kansas Avenue
Original Town, Block 34, Lots 12-13 & 5' of 14	211 N. Kansas Avenue

Original Town, Block 34, Lot 15	207 N. Kansas Avenue
Original Town, Block 34, Lot 16	205 N. Kansas Avenue
Original Town, Block 34, Lots 17-18	201 N. Kansas Avenue
Daytons 1st Addition, Lot 1	1 S. Kansas Avenue
Daytons 1st Addition, Lots 2-3	3 S. Kansas Avenue
Original Town Liberal, Block 33, Lot 7	212 N. Kansas Avenue
Original Town Liberal, Block 33, Lots 8 & 9 & N1.66'Lot 10	210 N. Kansas Avenue
Original Town Liberal, Block 33, Lots 12 & S24 125' Lot 11	202 N. Kansas Avenue
Original Town Liberal, Block 37, Lot 1	2 S. Kansas Avenue
Original Town Liberal, Block 37, Lots 8-10	16 S. Kansas Avenue
Original Town Liberal, Block 37, Lot 11	22 ½ S. Kansas Avenue
Original Town Liberal, Block 37, Lots 29-32	24 West 2nd Street

A map of the proposed RHID is attached hereto as **Exhibit A.**

Approval by Secretary of Commerce. Following the adoption of this Resolution, a certified copy of the Resolution, and Exhibit A shall be submitted to the Secretary of Commerce for review to advise whether the secretary agrees with the findings of the Governing Body to establish the Rural Housing Incentive District.

Publication. This Resolution, specifically including Exhibit A hereto shall be published once in the official newspaper of the City.

ADOPTED by the Governing Body of the City of Liberal, Kansas this _____ day of November, 2021.

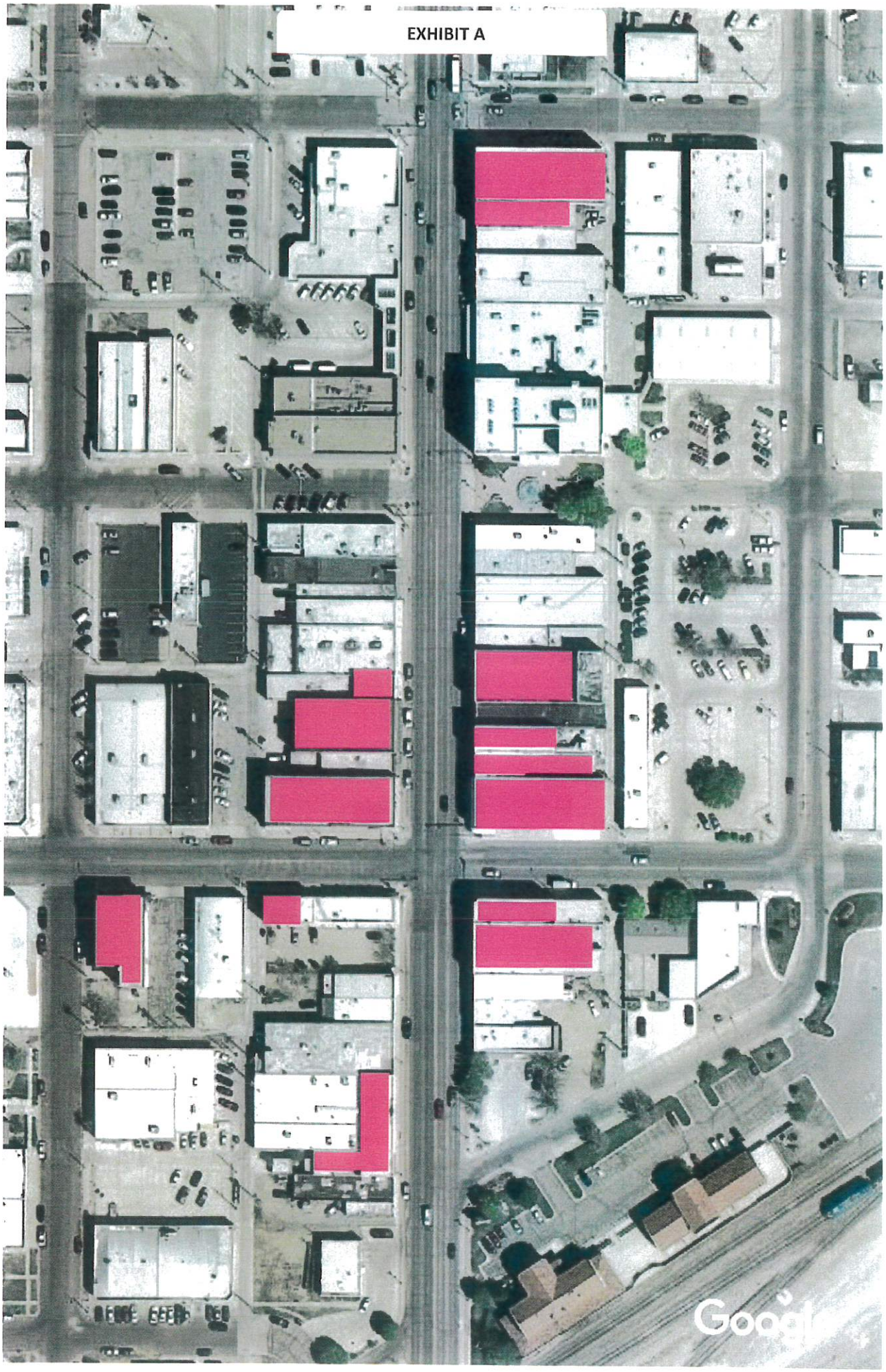
_____
Taylor Harden, Mayor

(SEAL)

ATTEST:

_____
Karen LaFreniere, Grant Director

EXHIBIT A



CITY OF LIBERAL
CITY COMMISSION MEETING
November 9, 2021
AGENDA ITEM 8

TO: Mayor Taylor Harden
Vice Mayor Tony Martinez
Commissioner Ron Warren
Commissioner Chris Linenbroker
Commissioner Connie Seigrist

DATE: November 9, 2021

FROM: Brian Fornwalt, Airport Manager

SUBJECT: Rehabilitate GA and Commercial Aircraft Parking Apron

The Liberal Mid-America Regional Airport is updating the GA and Commercial Aircraft Parking Apron. Lochner was chosen as the consultant and will provide the planning and engineering. Attached is the *Agreement for Aviation Planning Services* which needs to be sent to FAA by May 1st 2022. The agreement cost is $72,200.00.

Staff Recommendation: Staff requests that the Commission approve the application in the amount of $72,200.00 with 95% founded by FAA and 5% founded by the City of Liberal. As of this time the total project cost with construction and the crack sealing is undetermined for the total amount. Staff also requests approval for Mayor Harden and the Airport Manager to execute any necessary documents related to this project.

Enclosures

CONSULTANT AGREEMENT (the "Agreement")

Owner: **City of Liberal, Kansas**

Client: **City of Liberal, Kansas**

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date:

Project: **Base Bid**
Rehabilitate GA and Commercial Aircraft Parking Apron

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services on the Project.

2. Lochner. Lochner shall be the general administrator for the services listed in the Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Owner shall be through the Client unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. Lochner's Scope of Services. Lochner shall perform the services set forth in Article I of Attachment A hereto (the "Scope of Services, Time Schedule, and Compensation"). The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project (the "Standard of Care"). In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

Lochner shall strive to cooperate with and to coordinate its Scope of Services with the activities of all other parties to the Project, including other consultants retained by the Client or the Owner.

4. Schedule. Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as defined in Article II of Attachment A.

5. Lochner's Additional Services. If the Client requests Lochner to perform Services that Lochner believes to be in addition to the Scope of Services ("Additional Services"), and for which Lochner believes it is entitled to additional time or additional compensation, Lochner shall submit a Claim in accordance with Section 15 hereof.

6. Compensation for Lochner's Scope of Services. Subject to paragraph 8, the Client shall compensate Lochner for Lochner's Scope of Services as defined in Article III of Attachment A.

7. **Payment for Lochner's Additional Services.** Subject to Paragraph 8, the Client shall compensate Lochner for Additional Services in accordance with a negotiated fee mutually agreeable to Lochner and the Client.

8. **General Payment Provisions.** For Lochner's Scope of Services and Lochner's Additional Services, Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than 30 days following submittal of invoice to the Client.

9. **Correction of Lochner's Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Paragraph 4 of this Agreement at Lochner's own expense.

10. **Termination by Lochner.** Lochner may terminate this Agreement upon written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner agrees to purchase and maintain the following policies of insurance under the terms and conditions set forth below:

1. Professional Liability Insurance retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of $1.0mm. This policy shall be maintained in effect for a period of 1 year after completion of all Lochner's Scope of Services hereunder.

2. Commercial General Liability ("CGL") Insurance in the amount of $1.0mm per occurrence, $1.0mm aggregate limit, and $1.0mm products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of 1 year after completion of work) and broad form contractual liability.

3. Comprehensive Automobile Liability ("Auto") Insurance in the amount of $1.0mm per occurrence, and $1.0mm aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. Workmen's Compensation Insurance in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of $1.0mm and Employer's Liability Insurance of at least $1.0mm.

5. Umbrella Excess Liability Insurance in the minimum amount of $1.0mm each occurrence, and $1.0mm aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

6. Lochner must include coverage for its subcontractors in its policies or obtain from its subcontractors equivalent insurance as required of Lochner hereunder. The provisions of Paragraph 11 of this Agreement shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies must be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification by Lochner. Lochner agrees to indemnify the Client and its officers, directors, members, managers, and employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses to the extent caused by negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, or sub-subcontractors, provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, or sub-subcontractors, , where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12. Section 12 shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Claims. Lochner shall make any claim for additional time or additional money or otherwise, regardless of the reason therefore (the "Claim") within ten days of Lochner's knowledge of the circumstances giving rise to the Claim. Lochner shall continue diligent, timely and proper performance of its Services despite any pending Claim, and the fact that a Claim is pending shall not be grounds for Lochner to suspend or cease performance of its Services.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. **Confidentiality.** Lochner acknowledges, that as part of the Lochner's relationship with the Client, it will have access to information that is not publicly available ("Confidential Information"). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. **Quality Control/Quality Assurance.** Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. **Miscellaneous Provisions**.

1. **Assignment.** Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. **Integration.** This Agreement represents the entire and integrated Agreement between Lochner and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. **Third Parties.** There are no third party beneficiaries to this Agreement other than as expressly indicated in Paragraph 11 (Insurance) and Paragraph 12 (Indemnity).

4. **Mutually Negotiated.** The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

5. **Survival.** Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Scope of Services hereunder.

6. **Limitation of Liability.** Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in paragraph 6.

7. **Mutual Waiver of Consequential Damages.** In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating Sub consultant's services under this Agreement.

8. **Notices.** Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

9. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

10. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

11. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

12. Client's Responsibilities.

1) Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.

2) Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3) Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.

4) Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.

5) Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.

6) Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

13. **Mandatory Federal Contract Provisions.** (Reference Attachment B)

Notice to Lochner:

Ryan M. DaMetz, PE
Sr. Associate, Aviation
H. W. Lochner, Inc.
16105 W. 113th Street, Suite 107
Lenexa, KS 66219

Notice to Client:

Brian Fornwalt
Airport Manager
302 Terminal Road
Liberal, KS 67905

H.W. LOCHNER, INC.	**CITY OF LIBERAL, KANSAS**
By: _____	By: _____
Title: Vice President	Title: _____
Date: 11/1/2021	Date: _____

Drawing Name: I:\AV\PRJ\000019657\00 - AGREEMENT\001 - DES\01 - LOCHNER\Exhibit - Apron Rehab.dwg Oct 21,2021 - 11:41am

LOCHNER
16105 West 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

EXHIBIT 1 - APRON REHAB

DESIGNED BY	DRAWING NAME	PROJECT NO.	SHEET
RMD	PROJECT LIMITS	000019657	1
CHECKED BY	SCALE	REVISION DATE	ISSUE DATE
	1" = 300'		10/21/2021

ARTICLE I
SCOPE OF SERVICES

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required for performing site investigations, and for preparing engineer's design report, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, engineer's opinion of probable construction cost and project budget. The Consultant shall also assist the Owner with bidding and administrative services including DBE goal calculation and administration. The Owner may enter into a separate Agreement for the additional services of providing construction administration, construction observation, and materials acceptance testing services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13A *"Airport Design,"* with Change 1 dated 02/26/2014
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5340-1M *"Standards for Airport Markings"*
- Advisory Circular 150/5370-10H *"Standards for Specifying Construction of Airports"*
- AIP Guide 900, *"Project Design Development Project"*
- AIP Guide 1000, *"Construction Phase"*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. BASIC SERVICES

1. Preliminary Phase

   a. Coordination with the Owner and FAA regarding Project scope, schedule, and budget and conduct a pre-design teleconference.

   b. Conduct site visit to assess condition of existing pavement and determine quantity of pavement repair required.

   c. Prepare Sponsor Certifications for Owner review and submittal to the FAA.

   d. Prepare Disadvantaged Business Enterprise (DBE) Goal calculation and administration Scope of Services Vendor Agreement.

2. Design Phase – Engineer's Design Report and CSPP Report

   a. Prepare Preliminary Engineer's Design Report: The Design Report will include a narrative regarding the proposed construction project, construction safety and phasing, proposed pavement repair methods, pavement marking design, engineer's opinion of probable construction cost, Project budget and identification of deviation from FAA design criteria.

   b. Prepare Construction Safety and Phasing Plan (CSPP) Report: The CSPP Report will be prepared in accordance with the guidelines included in Chapter 2, *"Construction Safety and Phasing Plans"* and

Chapter 3, *"Guidelines for Writing a CSPP"* of Advisory Circular (AC) 150/5370-2G. The CSPP document will also include the Phasing Plans prepared for the Project that are applicable to all phases of construction.

c. Submit CSPP Report and Preliminary Engineer's Design Report, including engineer's opinion of probable construction cost and Project budget, to the Owner and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request. (This submittal will be considered the 30% complete project submittal.)

d. Finalize Engineer's Design Report and CSPP Report with consideration of preliminary review comments and submit Final Engineer's Design Report and CSPP Report to the Owner and FAA for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request. Final Engineer's Design Report and CSPP Report will be submitted with final Construction Plans and Contract Documents/Technical Specifications.

3. Design Phase – Plans and Specifications

a. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

1) Prepare Construction Plans for the Project. The Construction Plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Safety and Plan and Details
- Summary of Quantities
- Existing Pavement Condition Photos
- Aircraft Parking Apron Rehabilitation Plan
- Pavement Rehabilitation Details
- Pavement Marking Plan and Details

2) Prepare Contract Documents/Technical Specifications that are in accordance with FAA criteria and satisfy project specific needs. The specifications shall be developed using FAA Advisory Circular 150/5370-10H and "Regional Modifications to Standards".

3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, updated engineer's opinion of probable construction cost, and Project budget to the Owner and FAA for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.

4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments.

5) Submit Final Construction Plans and Contract Documents/Technical Specifications along with Final Engineer's Design Report and CSPP Report to the Owner and the FAA for final approval and

authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

   a. Assist the Owner with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. (The Owner shall place the advertisement in the appropriate media.)

   b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

   c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Phase.

   d. A prebid conference will be conducted via teleconference for this Project.

   e. The Consultant will attend the bid opening in Liberal, Kansas and assist the Owner with one (1) receipt of bids.

   f. Tabulate and analyze bid results, prepare Project budget, review Contractor's qualifications and DBE subcontractor's list provided by the Contractor, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Administrative Assistance

   a. Prepare and submit FAA Form 7460 for project limits identified in the CSPP.

   b. Assist the Owner in preparation of FAA Grant Application for federal funding for submittal to the FAA Airports Division.

   c. Assist the Owner in preparation of required Sponsor Certifications for submittal to the FAA Airports Division.

   d. Assist the Owner in preparation of Invoice Summary forms as required for requests for reimbursement and SF Forms 271 and 425.

   e. Assist the Owner in preparation of Owner Quarterly Performance Reports for submittal to the FAA Airports Division on a quarterly basis for the duration of the Project.

2. Land Disturbance Permit / SWPPP

   a. Assist the Owner in preparation of Notice of Intent (NOI) land disturbance permit for submittal to KDHE.

   b. Prepare Storm Water Pollution Prevention Plan (SWPPP) for the construction project to be retained on site. The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance

of Best Management Practices (BMPs) in order to reduce the amount of sediment and other pollutants in storm water discharges associated with the land disturbance activities comply with the Kansas Department of Health and Environment (KDHE) standards, and ensure compliance with the terms and conditions of the general permit.

3. DBE Goal Calculation and Administration

   a. Prepare DBE Goal calculation for FFY 2022 per guidelines acceptable by the Civil Rights Division of the FAA and pursuant to the approved DBE Program.

   b. Provide assistance to aid the Owner in understanding their responsibilities in the administration of the DBE Program.

C. CONSTRUCTION SERVICES

1. The Scope of Services required for construction administration, construction observation, and materials acceptance testing for the Project may be added by separate Agreement.

ARTICLE II
TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase ..... As Required
2. Design Phase – Engineer's Design Report and CSPP Report
   c. Submit Preliminary Engineer's Design Report and CSPP Report ..... 45 Calendar Days After Receipt of NTP
   d. Submit Final Engineer's Design Report and CSPP Report ..... 14 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
3. Design Phase – Plans and Specifications
   a.3) Submit Preliminary Plans and Specifications ..... 21 Calendar Days After Receipt of Review Comments for Item A.2.c.
   a.5) Submit Final Plans and Specifications ..... 14 Calendar Days After Receipt of Review Comments for Item A.3.a.3)
4. Bidding Phase ..... As Required

B. SPECIAL SERVICES

1. Administrative Assistance ..... As Required
2. Land Disturbance Permit / SWPPP ..... As Required
3. DBE Goal Calculation and Administration ..... As Required

C. CONSTRUCTION SERVICES

1. Construction Services ..... May be Added by Separate Agreement

The schedule presented above does not include review time by the Owner, FAA or other interested agencies.

ARTICLE III
COMPENSATION

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1.	Preliminary Phase	$8,300.00 Lump Sum
2.	Design Phase – Engineer's Design Report and CSPP Report	$15,400.00 Lump Sum
3.	Design Phase – Plans and Specifications	$25,200.00 Lump Sum
4.	Bidding Phase	$8,500.00 Lump Sum
	Subtotal Basic Services	$57,400.00 Lump Sum

B. SPECIAL SERVICES

1.	Administrative Assistance	$5,100.00 Lump Sum
2.	Land Disturbance Permit / SWPPP	$3,000.00 Lump Sum
3.	DBE Goal Calculation and Administration	$6,700.00 Lump Sum
	Subtotal Special Services	$14,800.00 Lump Sum
	Total Basic and Special Services	**$72,200.00 Lump Sum**

C. CONSTRUCTION SERVICES

1. Construction Services ..... May be Added by Separate Agreement

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, and Item B. Special Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

DERIVATION OF CONSULTANT PROJECT COSTS

BASE BID
REHABILITATE GA AND COMMERCIAL AIRCRAFT PARKING APRON

FAA AIP PROJECT NO. TBD
LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)
LIBERAL, KANSAS

BASIC AND SPECIAL SERVICES

October 20, 2021

1. DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	2	$65.00	$ 130.00
Project Manager	79	$55.00	$ 4,345.00
Design Engineer II	83	$45.00	$ 3,735.00
Design Engineer I	222	$38.00	$ 8,436.00
Environmental Scientist	18	$34.00	$ 612.00
Technician	101	$30.00	$ 3,030.00
Administrative Asst.	66	$25.00	$ 1,650.00

Total Direct Salary Costs = **$ 21,938.00**

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 155.11% = **$ 34,028.03**

3. SUBTOTAL:

Items 1 and 2 = **$ 55,966.03**

4. PROFIT:

15% of Item 3 Subtotal = **$ 8,394.90**

Subtotal of Items 3 and 4 **$ 64,360.93**

5. OUT-OF-POCKET EXPENSES:

a. Mileage	1,600	miles @ $0.56/mile =	$	896.00
b. Meals	4	@ $55.00/day =	$	220.00
c. Motel	3	days @ $96.00/day =	$	288.00
d. Mailing & Misc. Expenses		=	$	435.07

Total Out-of-Pocket Expenses = **$ 1,839.07**

6. SUBCONTRACT COST:

a. DBE Plans & Goals Preparation Services (DBE Goal Calculation) **$ 6,000.00**

7. TOTAL FEE:

Items 3, 4, 5 and 6 **$ 72,200.00**

ENGINEERING BASIC AND SPECIAL SERVICES - COST BREAKDOWN

BASE BID
REHABILITATE GA AND COMMERCIAL AIRCRAFT PARKING APRON

LIBERAL MID-AMERICA REGIONAL AIRPORT (LBL)
LIBERAL, KANSAS

October 20, 2021

Classification: / Hourly Rate:			Principal $190.69	Project Manager $161.36	Design Engineer II $132.02	Design Engineer I $111.48	Environ. Scientist $99.75	Technician $88.01	Admin. Assistant $73.34	Other Costs	
A. BASIC SERVICES											
1. Preliminary Phase:			0	22	12	18	0	0	5	(1,2)	
Labor Subtotal =		$ 7,507.50	$0.00	$3,549.86	$1,584.23	$2,006.70	$0.00	$0.00	$366.72		
Expense Subtotal =		$ 792.50								$	792.50
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 8,300.00**									
2. Design Phase - Engineer's Design Report and CSPP Report:			0	8	20	71	0	25	18	(2)	
Labor Subtotal =		$ 15,367.06	$0.00	$1,290.86	$2,640.39	$7,915.30	$0.00	$2,200.32	$1,320.19		
Expense Subtotal =		$ 32.94								$	32.94
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 15,400.00**									
3. Design Phase - Plans and Specs:			2	12	37	90	0	76	16	(2)	
Labor Subtotal =		$ 25,098.36	$381.39	$1,936.28	$4,884.72	$10,033.48	$0.00	$6,688.98	$1,173.51		
Expense Subtotal =		$ 101.64								$	101.64
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 25,200.00**									
4. Bidding Phase:			0	25	10	17	0	0	7	(1,2)	
Labor Subtotal =		$ 7,762.74	$0.00	$4,033.93	$1,320.19	$1,895.21	$0.00	$0.00	$513.41		
Expense Subtotal =		$ 737.26								$	737.26
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 8,500.00**									
PART A SUBTOTAL =		**$ 57,400.00**									
B. SPECIAL SERVICES											
1. Administrative Assistance:			0	12	4	14	0	0	14	(2)	
Labor Subtotal =		$ 5,051.94	$0.00	$1,936.28	$528.08	$1,560.76	$0.00	$0.00	$1,026.82		
Expense Subtotal =		$ 48.06								$	48.06
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 5,100.00**									
2. Land Disturbance / SWPPP:			0	0	0	6	18	0	6	(2)	
Labor Subtotal =		$ 2,904.43	$0.00	$0.00	$0.00	$668.90	$1,795.46	$0.00	$440.06		
Expense Subtotal =		$ 95.57								$	95.57
Subconsultant Subtotal =		$ -								$	-
Total Fee =		**$ 3,000.00**									
3. DBE Goal Calculation & Administration:			0	0	0	6	0	0	0	(2,3)	
Labor Subtotal =		$668.90	$0.00	$0.00	$0.00	$668.90	$0.00	$0.00	$0.00		
Expense Subtotal =		$ 31.10								$	31.10
Subconsultant Subtotal =		$ 6,000.00								$	6,000.00
Total Fee =		**$ 6,700.00**									
PART B SUBTOTAL =		**$ 14,800.00**									
GRAND TOTAL =		**$ 72,200.00**									

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Vendor Services

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONCY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

   1) Perform the services within the time specified in this contract or by Owner approved extension;

   2) Make adequate progress so as to endanger satisfactory performance of the Project;

   3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

   1) Defaults on its obligations under this Agreement;

   2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

   3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

CITY OF LIBERAL
CITY COMMISSION MEETING
November 8, 2021
AGENDA ITEM # 9

TO: Mayor Taylor Harden
Vice Mayor Tony Martinez
Commissioner Ron Warren
Commissioner Chris Linenbroker
Commissioner Connie Siegrest

SUBJ: Old Recycle Center

FROM: Brian Fornwalt, Airport Manager

DATE: November 8, 2021

The Liberal airport is home to many old airbase buildings. The old recycle center that the city had out at the airport is falling in and in very bad shape. The center of the building collapsed this year. I was able to get 2 quotes to demolish the building. The quotes are from M&S Demolition, and T&B Towing. The amounts for demolishing the building are M&S was $17,580 and T&B Towing was for $16,000. The building is beyond repair at this time. The concrete base will stay for possible future storage.

City staff recommends going with M&S demolition for the amount of $17,580 due to them being in town and will get it done as soon as possible with the funds coming from an insurance check for loss of the building.

Bid

T & B TOWING LLC

Towing & Recovery
RTE 2 Box 284R
Turpin, OK 73950
580-778-3197 • 620-655-1839 • Fax 580-778-3199

No.4138 R

TO City of Liberal

DATE 10-6-21
CUSTOMER ORDER NO.
SALESPERSON
VIA

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT	
	Tear down engine & trans			
	of 1510 JD pull from			
	and clean to remain		1600	00
			1600	00

Thank You!

Form 8876 | Liberal Office Machines

M&S Demolition

309 N. Purdue
Liberal, KS 67901
620-626-9378
m_sdemo@yahoo.com

Estimate

Date	Estimate #
10/6/2021	25

Name / Address
city of liberal(airport)

Project

Description	Qty	Rate	Total
remove building at airport and dispose of Not responsible for damages to the concrete		17,580.00	17,580.00

	Total	$17,580.00

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
NON DEPARTMENTAL	100	4,626	HAVOC SUPPLY	74251	AIR FILTERS	149.44
		4,626	HAVOC SUPPLY	74251	AIR FILTERS	146.34
		6,542	LIBERAL RESTAURANT LLC	10/26/21	ADMIN FEE/2704 CENTENNIAL	106.91-
		282	MEAD LUMBER DO IT CENTER	6826110	FAUCET	27.99
		282	MEAD LUMBER DO IT CENTER	6826197	FITTINGS	12.08
		3,860	PATTERSON CLEANING	3578	MONTHLY CLEAN/NOVEMBER	1,170.00
		183	PETTY CASH	6350	UTILITY EASEMENT/PERRY	55.00
		6,543	PINNACLE DEVELOPMENTS LLC	10/26/21	ADMIN FEE/2867 CENTENNIAL	131.71-
		4,432	PRAIRIE FIRE COFFEE	1342879	COFFEE	101.80
		291	SERVICE JANITORIAL SUPPLY INC	315989	JANITORIAL SUPPLIES	328.11
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	2,779.50
		4,342	UNIFIRST CORPORATION	1098395	OCT UNIFORM/MAT SVC	51.21
		342	UNITED PARCEL SERVICE	000066E179421	UPS SHIPPING CHARGES	33.00
		342	UNITED PARCEL SERVICE	000066E179431	UPS SHIPPING CHARGES	33.00
		6,138	VAS HOTELS LLC	10/26/21	ADMIN FEE/501 HOTEL DRIVE	433.77-
					NON DEPARTMENTAL TOTAL	4,215.08
LEGISLATIVE		4,991	HIGH PLAINS DAILY LEADER AND TIMES	98451	LEGALS/4568	40.50
		4,991	HIGH PLAINS DAILY LEADER AND TIMES	98461	LEGALS/2367	252.00
		4,991	HIGH PLAINS DAILY LEADER AND TIMES	98468	LEGALS/4569	67.50
		281	LIBERAL OFFICE MACHINES COMPANY	92953	COMMISSION MINUTES PAPER	69.92
		6,790	LINENBROKER, CHRIS	10/09/21	REIMBURSE TRAVEL EXPENSE	74.70
		4,726	VERIZON WIRELESS	9891172160	DATA/LINENBROKER	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/WARREN	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/SEIGRIST	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/MARTINEZ	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/HARDEN	40.01
					LEGISLATIVE TOTAL	704.67
MUNICIPAL COURT/DIVERSION		2,329	BROOKS & ASSOCIATES	10/25/21	DRUG COURT PARTICIPATION	313.00
		2,329	BROOKS & ASSOCIATES	2019-1031	CITY VS B GARCIA	354.50
		2,329	BROOKS & ASSOCIATES	2019-420	CITY VS A CAMACHO	135.00
		2,329	BROOKS & ASSOCIATES	2021-1695	CITY VS R OUTLAND	336.50
		6,730	HUDDLESTON, DR CAROLYN	NOV-21	DRUG COURT PARTICIPATION	600.00
		281	LIBERAL OFFICE MACHINES COMPANY	92941	OFFICE SUPPLIES	96.93
		281	LIBERAL OFFICE MACHINES COMPANY	92979	OFFICE SUPPLIES	43.51
		*******	MISC-A/P ONE TIME VENDOR	10/25/21	REIMBURSE FINE OVERPMT	30.00
		*******	MISC-A/P ONE TIME VENDOR	2020001058	RESTITUTION/L RIOS	200.00
		*******	MISC-A/P ONE TIME VENDOR	2020001663	RESTITUTION/J MENDOZA	1,329.83
		*******	MISC-A/P ONE TIME VENDOR	2021000805	RESTITUTION/Y RIVERA	320.00
		6,707	REDWOOD TOXICOLOGY LABORATORY INC	11058920219	DRUG TEST HANDLING FEE	164.62
		3,442	REIMER, ILEANA	10/13/21	INTERPRETER	80.00
		3,442	REIMER, ILEANA	10/14/21	INTERPRETER	80.00
		3,442	REIMER, ILEANA	10/20/21	INTERPRETER	80.00
		308	SOUTHERN OFFICE SUPPLY INC	272589	QUARTERLY COPIER SERVICE	225.00

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
MUNICIPAL COURT/DIVERSION	100	4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	448.73
		5,935	TAHIRKHELI & PREMER-CHAVEZ	19-2803	CITY VS E HALLMAN	562.50
		4,580	TATE AND KITZKE LLC	15-183	CITY VS BROWER	82.50
		4,580	TATE AND KITZKE LLC	17-17	CITY VS E VILLAFAN	15.00
		4,580	TATE AND KITZKE LLC	18-2001	CITY VS PERKINS	60.00
		4,580	TATE AND KITZKE LLC	18-2128	CITY VS V HERNANDEZ	216.96
		4,580	TATE AND KITZKE LLC	18-2690	CITY VS PERKINS	97.50
		4,580	TATE AND KITZKE LLC	18-3019	CITY VS PERKINS	224.46
		4,580	TATE AND KITZKE LLC	19-1177	CITY VS VANOVER	109.82
		4,580	TATE AND KITZKE LLC	19-1566	CITY VS VALENZUELA	45.00
		4,580	TATE AND KITZKE LLC	19-2668	CITY VS VALENZUELA	22.50
		4,580	TATE AND KITZKE LLC	19-50	CITY VS K STANTON	169.82
		4,580	TATE AND KITZKE LLC	19-95	CITY VS VALENZUELA	45.00
		4,580	TATE AND KITZKE LLC	20-517	CITY VS VALENZUELA	22.50
		4,580	TATE AND KITZKE LLC	20-650	CITY VS VALENZUELA	22.50
		4,580	TATE AND KITZKE LLC	20-786	CITY VS FERNANDEZ	389.46
		4,580	TATE AND KITZKE LLC	21-1000	CITY VS ALVAREZ	82.50
		4,580	TATE AND KITZKE LLC	21-1209	CITY VS RUIZ-VEGA	115.98
		4,580	TATE AND KITZKE LLC	21-1328	CITY VS PARRAL	82.50
		4,580	TATE AND KITZKE LLC	21-1635	CITY VS BURRUS	164.73
		4,580	TATE AND KITZKE LLC	21-1692	CITY VS CALDERON	222.32
		4,580	TATE AND KITZKE LLC	21-2005	CITY VS VILLAFAN	109.82
		4,580	TATE AND KITZKE LLC	21-383	CITY VS KASSELMAN	112.50
		4,580	TATE AND KITZKE LLC	21-399	CITY VS KASSELMAN	45.00
		4,580	TATE AND KITZKE LLC	21-400	CITY VS KASSELMAN	45.00
		4,580	TATE AND KITZKE LLC	21-592	CITY VS ALVAREZ	7.50
		4,580	TATE AND KITZKE LLC	21-999	CITY VS ALVAREZ	7.50
		4,580	TATE AND KITZKE LLC	28-2190	CITY VS GOMEZ	45.00
		379	YOXALL, ANTRIM, FOREMAN & FRYMIRE	2020-588	CITY VS J MARQUEZ	135.91
					MUNICIPAL COURT/DIVERSION TOTAL	8,099.40
CITY MANAGER		7,076	ARC PHYSICAL THERAPY PLUS	1001212434	PHYSICAL THERAPY/JIMENEZ	840.00
		7,079	AT&T	3132177439	PHONE SERVICE	14.42
		183	PETTY CASH	6349	CCMFOA MEMBERSHIP DUES	60.00
		6,632	SIGN EXPRESS	3720	EMPLOYEE APPAREL ORDER	32.00
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/BURKE	41.48
					CITY MANAGER TOTAL	987.90
FINANCE DEPARTMENT		7,079	AT&T	3132177439	PHONE SERVICE	17.30
		4,991	HIGH PLAINS DAILY LEADER AND TIMES	98489	3RD QTR TREASURERS REPORT	81.00
		281	LIBERAL OFFICE MACHINES COMPANY	92925	TONER CARTRIDGE	130.99
		2,679	WALMART COMMUNITY BRC	00682	JANITORIAL SUPPLIES	28.78
		2,679	WALMART COMMUNITY BRC	02947	JANITORIAL SUPPLIES	24.87
		2,679	WALMART COMMUNITY BRC	03679	REFRESHMENTS	11.15

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
					FINANCE DEPARTMENT TOTAL	294.09
PERSONNEL DEPARTMENT	100	7,079	AT&T	3132177439	PHONE SERVICE	8.65
					PERSONNEL DEPARTMENT TOTAL	8.65
BUILDING MAINTENANCE		7,079	AT&T	3132177439	PHONE SERVICE	2.88
		3,187	CF SERVICE & SUPPLY LLC	14940	STRAPS	61.90
		1,775	MORGAN LOCKSMITHING	9880	LUBRICANT	28.00
		291	SERVICE JANITORIAL SUPPLY INC	316033	CLEANER	3.73
		6,632	SIGN EXPRESS	3720	EMPLOYEE APPAREL ORDER	17.00
		4,342	UNIFIRST CORPORATION	1098422	OCT UNIFORM/MAT SVC	72.78
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/MCCARTER	41.48
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/WILLIAMS	41.48
		3,030	WESTLAKE HARDWARE INC	7798657	HAMMER/NAILS	16.78
		3,030	WESTLAKE HARDWARE INC	7798657	REWARDS PROGRAM	10.00-
					BUILDING MAINTENANCE TOTAL	276.03
I.T. DEPARTMENT		7,079	AT&T	3132177439	PHONE SERVICE	17.38
		383	STANION WHOLESALE ELECTRIC CO	5212663-00	CABLES	135.70
					I.T. DEPARTMENT TOTAL	153.08
PLANNING & ZONING		*******	MISC-A/P ONE TIME VENDOR	CV 83051	REFUND ZONNING FEE	275.00
					PLANNING & ZONING TOTAL	275.00
POLICE ADMINISTRATION		3,945	AL SHANK INSURANCE INC	E SANDOVAL	NOTARY BOND/E SANDOVAL	50.00
		3,945	AL SHANK INSURANCE INC	J ESPINOZA	NOTARY BOND/J ESPINOZA	50.00
		3,945	AL SHANK INSURANCE INC	R EBELING	NOTARY BOND/R EBELING	50.00
		6,177	BATTERY STATION LLC, THE	150429	BATTERIES	73.95
		95	BUMPER TO BUMPER AUTO PARTS LIBERAL	498955	BATTERIES/STOCK	254.50
		7,053	CAMPOS, EDWIN	10/18/21	REIMBURSE TRAVEL EXPENSE	46.00
		4,626	HAVOC SUPPLY	74218	AIR FILTERS	5.81
		4,626	HAVOC SUPPLY	74251	AIR FILTERS	105.36
		4,626	HAVOC SUPPLY	74268	CAPACITATOR	5.85
		6,600	HUBRIS COMMUNICATIONS	13960	BACKUP ANALOG VOICE LINE	30.00
		260	KANSAS SECRETARY OF STATE	E SANDOVAL	NOTARY FILING/E SANDOVAL	25.00
		260	KANSAS SECRETARY OF STATE	J ESPINOZA	NOTARY FILING/J ESPINOZA	25.00
		260	KANSAS SECRETARY OF STATE	R EBELING	NOTARY FILING/R EBELING	25.00
		5,083	KANSASLAND TIRE CO	10439	FLAT REPAIR/UNIT #29	18.31
		5,083	KANSASLAND TIRE CO	10511	FLAT REPAIR/UNIT #29	18.31
		5,861	MEADE COUNTY SHERIFF'S DEPARTMENT	202100000002	PRISONER MAINTENANCE	2,100.00

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
POLICE ADMINISTRATION	100	6,934	MILLER CHAD	10/18/21	REIMBURSE TRAVEL EXPENSE	46.00
		4,357	PACIFIC INTERPRETERS INC	SIN205079	TELEPHONE INTERPRETER	41.40
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	2,880.97
		4,608	SOUTHWEST PROFESSIONAL PHYSICIANS	SWAJ3019790	PRISONER MEDICAL BILL	37.14
		6,503	SOUTHWEST RADIOLOGICAL CONSULTANT	09/17/21	PRISONER MEDICAL BILL	33.00
		4,342	UNIFIRST CORPORATION	1098413	OCT UNIFORM/MAT SVC	87.45
		3,988	VERSUS SIGNS	10244	UNIFORM POLO/T LAI	37.98
		4,107	WELLPATH LLC	INV0086023	INMATE HEALTHCARE REPRICE	126.00
		3,030	WESTLAKE HARDWARE INC	7798549	PAINT SUPPLIES	32.15
		3,030	WESTLAKE HARDWARE INC	7798747	FITTINGS	1.58
		3,030	WESTLAKE HARDWARE INC	7798819	AIR FILTER	3.98
		6,094	WEX BANK	75230226	FUEL/UNIT #23	31.73
		6,094	WEX BANK	75230226	FUEL/UNIT #12	263.01
		6,094	WEX BANK	75230226	FUEL/UNIT #21	18.77
		6,094	WEX BANK	75230226	FUEL/UNIT #33	38.79
		6,094	WEX BANK	75230226	FUEL/UNIT #28	119.86
		6,094	WEX BANK	75230226	FUEL/UNIT #37	361.12
		6,094	WEX BANK	75230226	FUEL/UNIT #29	72.74
		6,094	WEX BANK	75230226	FUEL/UNIT #24	176.00
		6,094	WEX BANK	75230226	FUEL/UNIT #2	51.20
		6,094	WEX BANK	75230226	FUEL/UNIT #44	7.40
		6,094	WEX BANK	75230226	FUEL/UNIT #9	275.57
		6,094	WEX BANK	75230226	FUEL/UNIT #38	357.83
		6,094	WEX BANK	75230226	FUEL/UNIT #46	325.27
		6,094	WEX BANK	75230226	FUEL/UNIT #13	117.98
		6,094	WEX BANK	75230226	FUEL/UNIT #66	26.55
		6,094	WEX BANK	75230226	FUEL/UNIT #65	53.71
		6,094	WEX BANK	75230226	FUEL/UNIT #62	64.21
		6,094	WEX BANK	75230226	FUEL/UNIT #21	28.17
		6,094	WEX BANK	75230226	FUEL/UNIT #221	49.28
		6,094	WEX BANK	75230226	FUEL/UNIT #48	63.57
		6,094	WEX BANK	75230226	FUEL/UNIT #39	650.67
		6,094	WEX BANK	75230226	FUEL/UNIT #223	260.37
		6,094	WEX BANK	75230226	FUEL/UNIT #222	355.46
		6,094	WEX BANK	75230226	FUEL/UNIT #14	405.41
					POLICE ADMINISTRATION TOTAL	10,385.41
ANIMAL CONTROL DIVISION		*******	MISC-A/P ONE TIME VENDOR	10/27/21	RABIES DEPOSIT	8.00
		*******	MISC-A/P ONE TIME VENDOR	10/27/21	SPAY/NEUTER DEPOSIT	60.00
		*******	MISC-A/P ONE TIME VENDOR	10/28/21	SPAY/NEUTER DEPOSIT	30.00
		*******	MISC-A/P ONE TIME VENDOR	10/28/21	RABIES DEPOSIT	8.00
		*******	MISC-A/P ONE TIME VENDOR	10/28/21	SPAY/NEUTER DEPOSIT	60.00
		*******	MISC-A/P ONE TIME VENDOR	10/28/21	RABIES DEPOSIT	8.00
		291	SERVICE JANITORIAL SUPPLY INC	316094	TRASH BAGS	36.20
		6,632	SIGN EXPRESS	3716	EMBROIDERY	174.00
		308	SOUTHERN OFFICE SUPPLY INC	272823	BUSINESS CARDS/L GUERECA	24.00
		4,342	UNIFIRST CORPORATION	1098426	OCT UNIFORM/MAT SVC	60.55

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
ANIMAL CONTROL DIVISION	100	2,679	WALMART COMMUNITY BRC	07598	JANITORIAL SUPPLIES		81.66
		3,030	WESTLAKE HARDWARE INC	7798568	PAINT		35.99
		3,030	WESTLAKE HARDWARE INC	7798568	OFFICE SUPPLIES		11.99
						ANIMAL CONTROL DIVISION TOTAL	598.39
FIRE		7,079	AT&T	3132177439	PHONE SERVICE		46.16
		1,136	BAYSINGER POLICE SUPPLY INC	1045787	UNIFORM SHIRTS		472.92
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		29.74
		6,878	EPIC TOUCH	FIRE STATION #1	INTERNET SERVICE		179.03
		2,336	LIBERAL KENWORTH	03S3060	REPAIR UNIT #18		697.40
		4,432	PRAIRIE FIRE COFFEE	1342302	COFFEE		79.80
		308	SOUTHERN OFFICE SUPPLY INC	273037	OCTOBER COPY CHARGES		40.00
		308	SOUTHERN OFFICE SUPPLY INC	273134	PLAQUES		10.75
		4,342	UNIFIRST CORPORATION	1098414	OCT UNIFORM/MAT SVC		6.28
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/UNIT #21 FIRE		40.01
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/UNIT #22 FIRE		40.01
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/KIRK		46.48
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/POULTON		46.48
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/REGIER		46.48
		2,679	WALMART COMMUNITY BRC	02725	JANITORIAL SUPPLIES		111.01
		2,679	WALMART COMMUNITY BRC	02725	DETERGENT		50.61
		2,679	WALMART COMMUNITY BRC	04928	STENCILS		4.24
		2,679	WALMART COMMUNITY BRC	05526	ROPE CLEANER		21.94
		2,679	WALMART COMMUNITY BRC	08288	BATTERIES		4.37
		2,679	WALMART COMMUNITY BRC	09767	DISTILLED WATER/VINEGAR		3.65
		3,030	WESTLAKE HARDWARE INC	7798620	SPRAY PAINT		64.13
		3,030	WESTLAKE HARDWARE INC	7798718	SAW/MALLET/TAPE MEASURE		32.57
		3,030	WESTLAKE HARDWARE INC	7798749	ROPE		12.99
		3,030	WESTLAKE HARDWARE INC	7798794	EXTENSION CORD		69.99
		3,030	WESTLAKE HARDWARE INC	7798794	FITTINGS/TOW KIT		54.98
						FIRE TOTAL	2,212.02
BUILDING INSPECTION SVC		7,079	AT&T	3132177439	PHONE SERVICE		23.07
		6,213	BRANCHBUSTERS	21-JK-539	MOW/300 BLK VIRGINIA		100.00
		6,213	BRANCHBUSTERS	21-JK-540	MOW/521 NEBRASKA		100.00
		6,213	BRANCHBUSTERS	21-JK-541	MOW/800 BLK OKLAHOMA		100.00
		6,213	BRANCHBUSTERS	21-JK-542	MOW/800 BLK MISSOURI		100.00
		6,213	BRANCHBUSTERS	21-JK-543	MOW/900 BLK CALVERT		100.00
		6,213	BRANCHBUSTERS	21-JK-544	MOW/800 BLK NEBRASKA		100.00
		6,213	BRANCHBUSTERS	21-JK-545	MOW/7TH & OKLAHOMA		100.00
		7,011	COLLINS MOWING & LANDSCAPING	21-JK-523	MOW/205 W 9TH		100.00
		7,011	COLLINS MOWING & LANDSCAPING	21-JK-524	MOW/815 N PERSHING		100.00
		7,011	COLLINS MOWING & LANDSCAPING	21-JK-554	MOW/188 W PANCAKE		100.00
		7,011	COLLINS MOWING & LANDSCAPING	21-JK-557	MOW/325 S KANSAS		140.00
		6,667	ERIVES LAWN CARE	21-DCR-163	MOW/106 S GRANT		100.00

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
BUILDING INSPECTION SVC	100	6,667	ERIVES LAWN CARE	21-JK-506	MOW/803 W 7TH	100.00
		6,667	ERIVES LAWN CARE	21-JK-507	MOW/221 E OAK	100.00
		6,667	ERIVES LAWN CARE	21-JK-509	MOW/106 E PANCAKE	100.00
		281	LIBERAL OFFICE MACHINES COMPANY	92934	TONER CARTRIDGE	241.99
		900	SEWARD COUNTY TREASURER	CV 70649	REIMBURSE AR PAYMENT	590.00
		900	SEWARD COUNTY TREASURER	CV 70650	REIMBURSE AR PAYMENT	115.00
		900	SEWARD COUNTY TREASURER	CV 70651	REIMBURSE AR PAYMENT	150.00
		6,632	SIGN EXPRESS	3720	EMPLOYEE APPAREL ORDER	60.00
		5,296	UNITED RENTALS INC	199335429-001	SAFETY SWEATSHIRT	49.99
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/KIRK	20.29
		4,726	VERIZON WIRELESS	9891172160	DATA/THOMAS	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/THOMAS	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/KULOW	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/HARPER	40.01
		4,726	VERIZON WIRELESS	9891172160	DATA/GALLEGOS	40.01
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/GALLEGOS	58.93
		3,030	WESTLAKE HARDWARE INC	7798616	FILE GUIDE/CHAIN/SCRENCH	49.59
					BUILDING INSPECTION SVC TOTAL	3,098.91
TRAFFIC CONTROL MAINT DIV		7,079	AT&T	3132177439	PHONE SERVICE	2.88
		401	GRAINGER	9082660102	REFLECTIVE TAPE	259.69
		284	M & M TIRE SERVICE	138348	(4) TIRES/UNIT #40	659.68
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	835.51
		4,342	UNIFIRST CORPORATION	1098401	OCT UNIFORM/MAT SVC	58.35
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/BRIDENSTINE	41.48
		2,679	WALMART COMMUNITY BRC	08398	CLEANING SUPPLIES/STOCK	40.32
		3,030	WESTLAKE HARDWARE INC	7798488	SAFETY GLASSES/KNEE PADS	63.98
		3,030	WESTLAKE HARDWARE INC	7798488	PAINT SUPPLIES	49.96
		3,030	WESTLAKE HARDWARE INC	7798693	ROLLER PADS	4.99
		3,030	WESTLAKE HARDWARE INC	7798771	FITTINGS	10.58
		3,030	WESTLAKE HARDWARE INC	7798881	CLEANING SUPPLIES	29.97
					TRAFFIC CONTROL MAINT DIV TOTAL	2,057.39
STREET/HIGHWAY		7,079	AT&T	3132177439	PHONE SERVICE	8.65
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE	11.17
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	197.47
		4,342	UNIFIRST CORPORATION	1098399	OCT UNIFORM/MAT SVC	632.07
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/STREET-ON-CALL	24.30
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/CARDENAS	41.48
		2,679	WALMART COMMUNITY BRC	05239	OFFICE SUPPLIES	27.23
		3,030	WESTLAKE HARDWARE INC	7798692	KEYS	19.92
					STREET/HIGHWAY TOTAL	962.29

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
FLEET MAINTENANCE	100	3,812	AIRGAS MID SOUTH INC	9118331060	LENS		21.05
		3,812	AIRGAS MID SOUTH INC	9983355894	LEASE RENEWAL		130.95
		95	BUMPER TO BUMPER AUTO PARTS LIBERAL	499485	STOCK ROOM SUPPLIES		131.11
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		5.63
		271	KEATING TRACTOR & EQUIPMENT INC	286578	BIT SOCKETS		55.45
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		92.09
		4,342	UNIFIRST CORPORATION	1098404	OCT UNIFORM/MAT SVC		83.10
						FLEET MAINTENANCE TOTAL	519.38
ENGINEERING		7,079	AT&T	3132177439	PHONE SERVICE		2.88
						ENGINEERING TOTAL	2.88
STREET LIGHTING		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		894.92
		383	STANION WHOLESALE ELECTRIC CO	5213790-00	BREAKER		24.92
		383	STANION WHOLESALE ELECTRIC CO	5220752-00	WIRE/ELECTRICAL TAPE		209.11
						STREET LIGHTING TOTAL	1,128.95
RECREATION ADMINISTRATION		7,079	AT&T	3132177439	PHONE SERVICE		20.18
		4,385	BLACK HILLS CORPORATION	OCT #2 2021	NATURAL GAS SERVICE		584.63
		4,626	HAVOC SUPPLY	74251	AIR FILTERS		4.45
		4,563	JOHNSON CONTROLS INC	1-107365907695	SUPPLIES/TRUNK OR TREAT		1,081.40
		282	MEAD LUMBER DO IT CENTER	6828576	LUMBER		60.02
		282	MEAD LUMBER DO IT CENTER	6832567	FITTINGS/LUMBER		116.41
		282	MEAD LUMBER DO IT CENTER	6857068	SILICONE/DRYWALL		19.88
		282	MEAD LUMBER DO IT CENTER	6859769	LUMBER/ADHESIVE		12.75
		282	MEAD LUMBER DO IT CENTER	6860185	PAINT SUPPLIES		11.22
		1,775	MORGAN LOCKSMITHING	9798	SERVICE CALL		81.00
		1,775	MORGAN LOCKSMITHING	9849	SERVICE CALL/REKEY		90.00
		291	SERVICE JANITORIAL SUPPLY INC	316006	JANITORIAL SUPPLIES		232.60
		308	SOUTHERN OFFICE SUPPLY INC	273038	OCTOBER COPY CHARGES		44.00
		308	SOUTHERN OFFICE SUPPLY INC	273112	OFFICE CHAIR		919.20
		308	SOUTHERN OFFICE SUPPLY INC	273281	GAMING CHAIR		199.10
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		109.66
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		5,420.03
		6,801	UNITED TELEPHONE ASSOCIATION	2013581	OCT PHONE/INTERNET		800.75
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/QUINT		41.48
		2,679	WALMART COMMUNITY BRC	03012	PHOTO PRINTS		11.25
		2,679	WALMART COMMUNITY BRC	03130	HOODIE		11.22
		2,679	WALMART COMMUNITY BRC	04823	OFFICE SUPPLIES		14.88
		2,679	WALMART COMMUNITY BRC	04823	STAFF UNIFORMS		194.16
		2,679	WALMART COMMUNITY BRC	05276	BOTTLED WATER		4.98
		2,679	WALMART COMMUNITY BRC	05276	PHOTO PRINTS		9.94
		2,679	WALMART COMMUNITY BRC	05276	SEAT COVERS		55.96

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
RECREATION ADMINISTRATION	100	2,679	WALMART COMMUNITY BRC	05553	STAFF ANNIVERSARY	30.90
		2,679	WALMART COMMUNITY BRC	05564	DRAIN CLEANER	21.81
		2,679	WALMART COMMUNITY BRC	05564	OFFICE SUPPLIES	11.38
		2,679	WALMART COMMUNITY BRC	05702	PAINT SUPPLIES	22.71
		2,679	WALMART COMMUNITY BRC	07144	CLEANING SUPPLIES	25.88
		2,679	WALMART COMMUNITY BRC	07144	COFFEE	9.98
		3,030	WESTLAKE HARDWARE INC	7798597	LIGHTS	209.97
		3,030	WESTLAKE HARDWARE INC	7798622	DRILL BITS/FITTINGS	18.98
					RECREATION ADMINISTRATION TOTAL	10,502.76
RECREATION		6,727	BLUE CHIP ATHLETIC	185575	SOFTBALL T SHIRTS	314.50
		6,727	BLUE CHIP ATHLETIC	186052	FUTSAL T SHIRTS	290.00
		1,098	BSN SPORTS INC	914038477	GOAL NET	599.96
		5,370	CAMARILLO, EVETTE	10/27/21	VOLLEYBALL OFFICIAL	125.00
		6,713	HOLDEMAN, TAMARA GAIL	10/27/21	VOLLEYBALL OFFICIAL	150.00
		914	J AND J SERVICE	35887	PORTABLE TOILET/REC	390.00
		914	J AND J SERVICE	5600	PORTABLE TOILET/REC	320.00
		914	J AND J SERVICE	5601	PORTABLE TOILET/REC	125.00
		914	J AND J SERVICE	5602	PORTABLE TOILET/REC	125.00
		914	J AND J SERVICE	5603	PORTABLE TOILET/REC	125.00
		914	J AND J SERVICE	5604	PORTABLE TOILET/REC	125.00
		914	J AND J SERVICE	5605	PORTABLE TOILET/REC	125.00
		914	J AND J SERVICE	5606	PORTABLE TOILET/REC	125.00
		4,753	JUMP FOR FUN	1011	SUPPLIES/TRUNK OR TREAT	225.00
		2,094	ORIENTAL TRADING COMPANY INC	712244572-01	SUPPLIES/TRUNK OR TREAT	798.12
		2,094	ORIENTAL TRADING COMPANY INC	712244572-02	SUPPLIES/TRUNK OR TREAT	39.98
		7,078	PASS PERFECT	10092021	VOLLEYBALL TRAINING TOOL	400.00
		409	PEPSI-COLA COMPANY	43475912	CONCESSIONS/REC CENTER	1,002.38
		279	SHERWIN WILLIAMS	0370-9	PAINT SUPPLIES	57.97
		6,834	SPORTS TOURNAMENT PETTY CASH	#1094	TOURNAMENT OFFICIAL	250.00
		6,834	SPORTS TOURNAMENT PETTY CASH	#1095	TOURNAMENT OFFICIAL	120.00
		6,834	SPORTS TOURNAMENT PETTY CASH	#1096	TOURNAMENT OFFICIAL	300.00
		4,885	STARR, CHRISTI	CV 91953	REIMBURSEMENT/CONVENTION	70.70
		3,008	TODD, JOHN	10/27/21	VOLLEYBALL OFFICIAL	120.00
		5,366	TODD, BECKY	10/27/21	VOLLEYBALL OFFICIAL	120.00
		5,296	UNITED RENTALS INC	199520379-001	LIGHT TOWER	113.60
		2,679	WALMART COMMUNITY BRC	00412	MUM SUPPLIES	31.32
		2,679	WALMART COMMUNITY BRC	01028	CRAFT SUPPLIES	80.15
		2,679	WALMART COMMUNITY BRC	01028	FATHER & SON SUPPLIES	42.71
		2,679	WALMART COMMUNITY BRC	02191	CONCESSIONS/REC CENTER	330.06
		2,679	WALMART COMMUNITY BRC	02192	SUPPLIES/TRUNK OR TREAT	338.21
		2,679	WALMART COMMUNITY BRC	04517	CONCESSIONS/REC CENTER	105.40
		2,679	WALMART COMMUNITY BRC	04518	CRAFT SUPPLIES	66.31
		2,679	WALMART COMMUNITY BRC	04518	FATHER & SON SUPPLIES	319.77
		2,679	WALMART COMMUNITY BRC	05564	CONCESSIONS/TRAILER	131.62
		2,679	WALMART COMMUNITY BRC	05564	CONCESSIONS/REC CENTER	50.09
		2,679	WALMART COMMUNITY BRC	05870	SUPPLIES/TRUNK OR TREAT	16.14

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
RECREATION	100	2,679	WALMART COMMUNITY BRC	07144	SUPPLIES/TRUNK OR TREAT		24.00
		2,679	WALMART COMMUNITY BRC	07185	SUPPLIES/TRUNK OR TREAT		544.35
		2,679	WALMART COMMUNITY BRC	08304	SUPPLIES/TRUNK OR TREAT		561.33
						RECREATION TOTAL	9,198.67
SWIMMING POOL		7,079	AT&T	3132177439	PHONE SERVICE		2.88
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		1,181.17
						SWIMMING POOL TOTAL	1,184.05
McCRAY POOL		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		46.01
						McCRAY POOL TOTAL	46.01
GOLF COURSE		7,079	AT&T	3132177439	PHONE SERVICE		8.65
		3,587	CALLAWAY GOLF	933918588	GOLF BALLS		168.78
		3,587	CALLAWAY GOLF	933921594	GOLF BALLS		110.70
		271	KEATING TRACTOR & EQUIPMENT INC	285980	BELTS		147.30
		1,851	KLOTZ SAND CO INC	1072	GOLF SAND		993.00
		1,851	KLOTZ SAND CO INC	545008	GOLF SAND		1,002.00
		1,851	KLOTZ SAND CO INC	545275	GOLF SAND		1,008.80
		465	MADDEN OIL CO	21090883	FUEL		1,367.45
		521	R & R PRODUCTS INC	CD2611704	LAPPING COMPOUND		337.80
		521	R & R PRODUCTS INC	CD2611714	BED KNIVES		367.95
		4,342	UNIFIRST CORPORATION	1098423	OCT UNIFORM/MAT SVC		34.70
		1,666	VAN DIEST SUPPLY COMPANY	179761	FERTILIZER		3,335.70
		1,666	VAN DIEST SUPPLY COMPANY	179762	HERBICIDE		873.66
		2,679	WALMART COMMUNITY BRC	05659	CONCESSIONS/PRO-SHOP		69.36
		3,030	WESTLAKE HARDWARE INC	7798806	CLEANING SUPPLIES		39.97
		3,464	WILLOW TREE GOLF PETTY CASH	#1987	CONCESSIONS/PRO-SHOP		112.85
		3,464	WILLOW TREE GOLF PETTY CASH	#1988	CONCESSIONS/PRO-SHOP		40.80
						GOLF COURSE TOTAL	10,019.47
PARKS		7,079	AT&T	3132177439	PHONE SERVICE		5.77
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		8.67
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		1,506.29
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		23.00
		4,342	UNIFIRST CORPORATION	1098428	OCT UNIFORM/MAT SVC		391.15
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/YOUNG		41.48
						PARKS TOTAL	1,976.36

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
PARKS	100	4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	414.22
					PARKS TOTAL	414.22
ARKALON RECREATIONAL AREA		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	897.48
		3,030	WESTLAKE HARDWARE INC	7798628	FITTINGS	78.93
					ARKALON RECREATIONAL AREA TOTAL	976.41
DEPOT BUILDING FACILITY		4,626	HAVOC SUPPLY	74251	AIR FILTERS	53.52
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	317.17
					DEPOT BUILDING FACILITY TOTAL	370.69
GRIER HOUSE		6,814	BLUE STAR FIRE & ELECTRIC	5737	FIRE INSPECT/GRIER HOUSE	305.00
		4,626	HAVOC SUPPLY	74251	AIR FILTERS	102.08
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	284.56
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	203.72
		3,030	WESTLAKE HARDWARE INC	7798537	FUSES	38.98
					GRIER HOUSE TOTAL	934.34
CEMETERY		7,079	AT&T	3132177439	PHONE SERVICE	2.88
		271	KEATING TRACTOR & EQUIPMENT INC	285381	REPAIR MOWER	166.26
		183	PETTY CASH	6348	CEMETERY DEED/RUEDA	21.00
		183	PETTY CASH	6348	CEMETERY DEED/BRASSFIELD	21.00
		183	PETTY CASH	6348	CEMETERY DEED/MARROQUIN	21.00
		183	PETTY CASH	6348	CEMETERY DEED/SAVELY	21.00
		4,342	UNIFIRST CORPORATION	1098420	OCT UNIFORM/MAT SVC	100.24
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/BEER	41.48
		3,030	WESTLAKE HARDWARE INC	7798477	TAPE MEASURE/LUG	15.98
		3,030	WESTLAKE HARDWARE INC	7798477	BRUSH WHEEL/ELECTRIC TAPE	13.58
		3,030	WESTLAKE HARDWARE INC	7798583	CLOTHS/ROPE/POSTS	63.52
		3,030	WESTLAKE HARDWARE INC	7798680	ROPE/POSTS	22.57
		3,030	WESTLAKE HARDWARE INC	7798691	DOOR LEVER	33.99
		3,030	WESTLAKE HARDWARE INC	7798708	CHAIN	26.00
		3,030	WESTLAKE HARDWARE INC	7798721	CHAIN	26.00
		3,030	WESTLAKE HARDWARE INC	7798832	DREMEL/DREMEL KIT	43.98
					CEMETERY TOTAL	640.48
UTILITY BILLING		281	LIBERAL OFFICE MACHINES COMPANY	92933	TONER CARTRIDGE	192.99
		616	POSTMASTER	OCT-21	PERMIT #47 ANNUAL RENEWAL	265.00
		355	UTILITY PETTY CASH FUND	CV 92206	CYCLE 1 SEPTEMBER BILLS	1,129.29

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
UTILITY BILLING	100	355	UTILITY PETTY CASH FUND	CV 92207	CYCLE 2 OCTOBER BILLS		1,068.65
						UTILITY BILLING TOTAL	2,655.93
						FUND 100 TOTAL	74,898.91
COMMUNICATIONS	202	6,928	AT&T	742047047102521	MO. FIBER CIRCUIT ACESS		400.25
		6,929	AT&T	742048048102521	MO. FIBER CIRCUIT ACESS		456.36
		2,539	CMS ELECTRIC COOP INC	860000/14121	ELECTRIC SERVICE		490.45
		394	SCHEOPNER'S WATER CONDITIONING LLC	81889	(3) 5 GALLON WATER		20.55
		308	SOUTHERN OFFICE SUPPLY INC	272816	COPY PAPER		41.75
		308	SOUTHERN OFFICE SUPPLY INC	273055	OCTOBER COPY CHARGES		271.65
						COMMUNICATIONS TOTAL	1,681.01
						FUND 202 TOTAL	1,681.01
CONVENTION/TOURISM	206	7,079	AT&T	3132177439	PHONE SERVICE		14.42
		4,626	HAVOC SUPPLY	74218	AIR FILTERS		8.58
		7,077	HIGBEE & ASSOCIATES	529492	PHOTO/VISIT LIBERAL		900.00
		458	LIBERAL LIONS CLUB	S FULLER	SEP LION CLUB MEALS		9.00
		458	LIBERAL LIONS CLUB	S FULLER	4TH QTR LIONS CLUB DUES		32.50
		5,039	POWER PLAY MARKETING	20065929	2021 KC CHIEFS YEARBOOK		3,000.00
		5,039	POWER PLAY MARKETING	20065929	2021 USA TODAY TEXAS AD		2,500.00
		5,039	POWER PLAY MARKETING	20065929	2021 USA TODAY AD		1,750.00
		5,039	POWER PLAY MARKETING	21032282	DALLAS COWBOYS AD		2,000.00
		308	SOUTHERN OFFICE SUPPLY INC	273041	OCTOBER COPY CHARGES		16.94
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		278.99
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/FULLER		41.48
		2,679	WALMART COMMUNITY BRC	00111	OFFICE SUPPLIES		4.98
		2,679	WALMART COMMUNITY BRC	00111	SUPPLIES/TOURISM CONFRNCE		109.40
		2,679	WALMART COMMUNITY BRC	00111	CLEANING SUPPLIES		42.82
		2,679	WALMART COMMUNITY BRC	02675	SUPPLIES/TOURISM CONFRNCE		72.22
		2,679	WALMART COMMUNITY BRC	04576	BLEACH/BATTERIES		13.20
		2,679	WALMART COMMUNITY BRC	07147	SUPPLIES/TOURISM CONFRNCE		11.79
						CONVENTION/TOURISM TOTAL	10,806.32
						FUND 206 TOTAL	10,806.32
STREET/HIGHWAY	207	282	MEAD LUMBER DO IT CENTER	6845390	WIRE		11.12
		282	MEAD LUMBER DO IT CENTER	6853052	WIRE		16.68
		282	MEAD LUMBER DO IT CENTER	6862454	WIRE		77.84

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
					STREET/HIGHWAY TOTAL	105.64
					FUND 207 TOTAL	105.64
RECREATION ADMINISTRATION	209	99	CIRCLE D APPLIANCE INC	152070	APPLIANCES	1,248.00
					RECREATION ADMINISTRATION TOTAL	1,248.00
AIR MUSEUM/ROBOTICS		7,079	AT&T	3132177439	PHONE SERVICE	5.77
		7,040	EIDSON, AMANDA	CV 91719	CAMP ASSISTANT/ROBOTICS	290.00
		7,040	EIDSON, AMANDA	CV91720	CAMP ASSISTANT/ROBOTICS	395.00
		2,679	WALMART COMMUNITY BRC	02400	SUPPLIES/ROBOTICS	260.41
		2,679	WALMART COMMUNITY BRC	02930	SUPPLIES/ROBOTICS	136.20
		2,679	WALMART COMMUNITY BRC	03718	SUPPLIES/ROBOTICS	99.36
		2,679	WALMART COMMUNITY BRC	05275	SUPPLIES/ROBOTICS	94.83
		2,679	WALMART COMMUNITY BRC	05343	SUPPLIES/ROBOTICS	53.25
		2,679	WALMART COMMUNITY BRC	06445	SUPPLIES/ROBOTICS	158.81
					AIR MUSEUM/ROBOTICS TOTAL	1,493.63
					FUND 209 TOTAL	2,741.63
PAYROLL FUNDS	212	357	KANSAS EMPLOYMENT SECURITY FUND	OCT-21	3RD QTR UNEMPLOYMENT TAX	3,004.79
					PAYROLL FUNDS TOTAL	3,004.79
					FUND 212 TOTAL	3,004.79
COMM IMPROVEMENT DISTRICT	242	6,542	LIBERAL RESTAURANT LLC	10/26/21	CID REIMB/2704 CENTENNIAL	2,138.22
		6,543	PINNACLE DEVELOPMENTS LLC	10/26/21	CID REIMB/2867 CENTENNIAL	2,634.27
		6,138	VAS HOTELS LLC	10/26/21	CID REIMB/501 HOTEL DRIVE	8,675.40
					COMM IMPROVEMENT DISTRICT TOTAL	13,447.89
REBATE OF TRANS GUEST TAX		6,543	PINNACLE DEVELOPMENTS LLC	10/28/21	REBATE TGT/2891 CENTEN	22,767.74
					REBATE OF TRANS GUEST TAX TOTAL	22,767.74
TAX INCREMENT FINANCING		6,543	PINNACLE DEVELOPMENTS LLC	10/26/21	TIF 1% TAX RB/2867 CENTEN	2,273.69

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
					TAX INCREMENT FINANCING TOTAL	2,273.69
					FUND 242 TOTAL	38,489.32
EDUCATION 1/2% SALES TAX	245	6,476	EQUITY BANK/USD 480	OCT-21	USD 480 APPROPRIATION	197,977.97
					EDUCATION 1/2% SALES TAX TOTAL	197,977.97
					FUND 245 TOTAL	197,977.97
GENERAL OPERATIONS	260	95	BUMPER TO BUMPER AUTO PARTS LIBERAL	499438	MOTOR OIL	18.98
		3,891	FASTENAL COMPANY	KSLIB91468	FITTINGS/CHISELS	104.45
		3,891	FASTENAL COMPANY	KSLIB91527	FITTING	68.93
		3,891	FASTENAL COMPANY	KSLIB91578	CHAINS/HOOKS	32.42
		3,680	FERGUSON ENTERPRISES LLC #3326	WW021718	HYDRAULIC WRENCH/#78	119.80
		3,665	FOLEY EQUIPMENT CO	PS050047959	FITTINGS	129.26
		3,665	FOLEY EQUIPMENT CO	SS140037353	REPAIR SKID STEER	214.94
		6,709	RED MUNICIPAL & INDUSTRIAL	1644	HOSE/UNIT #187	152.79
		528	WELBORN SALES INC	3076	BLADES/FITTINGS	3,705.80
		3,030	WESTLAKE HARDWARE INC	7798588	BRUSH CUTTER	739.98
					GENERAL OPERATIONS TOTAL	5,287.35
DRAINAGE IMPROVEMENTS		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	30.41
					DRAINAGE IMPROVEMENTS TOTAL	30.41
PARK IMPROVEMENTS		1,978	FLUID EQUIPMENT COMPANY	5520625	PUMP/3RD ST FOUNTAIN	3,242.18
					PARK IMPROVEMENTS TOTAL	3,242.18
					FUND 260 TOTAL	8,559.94
ECONOMIC DEVELOPMENT	261	7,079	AT&T	3132177439	PHONE SERVICE	2.88
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ROTOLO	41.48
					ECONOMIC DEVELOPMENT TOTAL	44.36
PUBLIC TRANSPORTATION		7,079	AT&T	3132177439	PHONE SERVICE	8.65
		6,536	CHANCE'S SERVICE CENTER	0055241	REPAIR UNIT #200	1,046.62

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
PUBLIC TRANSPORTATION	261	6,536	CHANCE'S SERVICE CENTER	0055548	REPAIR UNIT #220		381.39
		6,536	CHANCE'S SERVICE CENTER	0055556	REPAIR UNIT #200		589.50
		6,536	CHANCE'S SERVICE CENTER	0055597	REPAIR UNIT #201		1,251.82
		6,536	CHANCE'S SERVICE CENTER	0055599	REPAIR UNIT #215		186.55
		6,536	CHANCE'S SERVICE CENTER	0055607	REPAIR UNIT #217		102.98
		6,536	CHANCE'S SERVICE CENTER	0055613	REPAIR UNIT #201		63.05
		6,866	FINNEY COUNTY TRANSIT	10/13/21	RTAP TRAINING		45.00
		284	M & M TIRE SERVICE	138753	FLAT REPAIR/UNIT #217		21.00
		291	SERVICE JANITORIAL SUPPLY INC	316059	CLEANER/DISINFECTANT WIPE		60.03
		291	SERVICE JANITORIAL SUPPLY INC	316162	CLEANING SUPPLIES		94.43
		6,632	SIGN EXPRESS	3720	EMPLOYEE APPAREL ORDER		36.00
		5,656	SOUTHWEST FAMILY MEDICINE LLC	75314P29693	BUS DRIVER PHYSICAL		88.00
						PUBLIC TRANSPORTATION TOTAL	3,975.02
						FUND 261 TOTAL	4,019.38
HOUSING	263	6,104	ALL GLASS	2046	EXTERIOR/REPLACE DOOR		2,000.00
		2,018	AMERICAN TITLE & ABSTRACT SPEC INC	1210 N WESTERN	FIRST-TIME HOMEBUYER PROG		2,500.00
		2,018	AMERICAN TITLE & ABSTRACT SPEC INC	1303 ROOSEVELT	FIRST-TIME HOMEBUYER PROG		2,500.00
		7,079	AT&T	3132177439	PHONE SERVICE		2.88
		7,079	AT&T	3132177439	PHONE SERVICE		2.88
		36	B & B ELECTRICAL INC	FC 2665	FINANCE CHARGE		18.92
		6,813	OA LLC	2530 ARROWHEAD	BUILDER INCENTIVE		5,000.00
		6,813	OA LLC	2531 ARROWHEAD	BUILDER INCENTIVE		5,000.00
		183	PETTY CASH	6347	LIEN RELEASE/812 N CLAY		20.00
		183	PETTY CASH	6349	CCMFOA MEMBERSHIP DUES		30.00
		279	SHERWIN WILLIAMS	0294-1	PAINT PROG/1031 N HOLLY		347.07
		279	SHERWIN WILLIAMS	9041-7	PAINT PROG/420 BAUGHMAN		348.37
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/LAFRENIERE		41.48
						HOUSING TOTAL	17,811.60
						FUND 263 TOTAL	17,811.60
BEAUTIFICATION	264	95	BUMPER TO BUMPER AUTO PARTS LIBERAL	498780	OIL FILTERS		26.00
		6,862	CROELL INC	576024	CONCRETE/BLUE BONNET		750.75
		6,862	CROELL INC	576810	CONCRETE/BLUE BONNET		542.50
		4,626	HAVOC SUPPLY	74218	AIR FILTERS		8.58
		4,626	HAVOC SUPPLY	74218	AIR FILTERS		12.87
		4,626	HAVOC SUPPLY	74218	AIR FILTERS		8.58
		4,626	HAVOC SUPPLY	74251	AIR FILTERS		8.06
		4,626	HAVOC SUPPLY	74251	AIR FILTERS		13.38
		4,626	HAVOC SUPPLY	74251	AIR FILTERS		6.36
		4,626	HAVOC SUPPLY	74554	FITTINGS		78.25

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
BEAUTIFICATION	264	271	KEATING TRACTOR & EQUIPMENT INC	282941	MOTOR OIL		83.04
		271	KEATING TRACTOR & EQUIPMENT INC	285437	REPAIR MOWER		1,662.60
		271	KEATING TRACTOR & EQUIPMENT INC	285894	REPAIR MOWER		1,203.19
		271	KEATING TRACTOR & EQUIPMENT INC	286256	BLADE		17.25
		284	M & M TIRE SERVICE	138688	(4) TIRES/UNIT #68		631.28
		4,935	SCHILENS OIL LLC	15115	FUEL		1,178.06
		291	SERVICE JANITORIAL SUPPLY INC	315672	JANITORIAL SUPPLIES		106.00
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		32.68
		383	STANION WHOLESALE ELECTRIC CO	5211364-00	LIGHT BULBS		12.04
		2,679	WALMART COMMUNITY BRC	04541	ANTIFREEZE		64.80
		2,679	WALMART COMMUNITY BRC	05917	ANTIFREEZE		64.80
		2,679	WALMART COMMUNITY BRC	05917	PAPER TOWELS		14.97
		3,030	WESTLAKE HARDWARE INC	7798491	BUG FOGGER		9.99
		3,030	WESTLAKE HARDWARE INC	7798586	HERBICIDE		9.99
		3,030	WESTLAKE HARDWARE INC	7798635	DRAIN CLEANER/PLUNGER		42.98
		3,030	WESTLAKE HARDWARE INC	7798646	WIRE		94.99
		3,030	WESTLAKE HARDWARE INC	7798649	CUT-OFF WHEELS		9.98
		3,030	WESTLAKE HARDWARE INC	7798694	INSECTICIDE		39.98
		3,030	WESTLAKE HARDWARE INC	7798758	KEY/UNIT #75		4.99
		3,030	WESTLAKE HARDWARE INC	7798758	MARKERS		3.58
						BEAUTIFICATION TOTAL	6,742.52
						FUND 264 TOTAL	6,742.52
CONSTRUCTION IMPROVEMENTS	301	4,626	HAVOC SUPPLY	74624	FITTINGS		149.27
		4,567	OSBORN ELECTRIC LLC	1537	LABOR/OSBORN/CENTER		7,741.20
		5,921	SITEONE LANDSCAPE SUPPLY	112108369-001	IRRIGATION SUPPLIES/SEED		6,108.37
		383	STANION WHOLESALE ELECTRIC CO	5210070-00	MATERIALS/OSBORN/CENTER		263.98
		383	STANION WHOLESALE ELECTRIC CO	5210070-01	MATERIALS/OSBORN/CENTER		335.11
		383	STANION WHOLESALE ELECTRIC CO	5210166-00	MATERIALS/OSBORN/CENTER		3.96
		383	STANION WHOLESALE ELECTRIC CO	5210728-00	MATERIALS/OSBORN/CENTER		222.15
		383	STANION WHOLESALE ELECTRIC CO	5212396-00	MATERIALS/OSBORN/CENTER		8.27
		383	STANION WHOLESALE ELECTRIC CO	5219981-00	MATERIALS/OSBORN/CENTER		18.15
		383	STANION WHOLESALE ELECTRIC CO	5220043-00	MATERIALS/OSBORN/CENTER		26.04
		383	STANION WHOLESALE ELECTRIC CO	5220440-00	MATERIALS/OSBORN/CENTER		49.86
		383	STANION WHOLESALE ELECTRIC CO	5220852-00	MATERIALS/OSBORN/CENTER		194.45
		383	STANION WHOLESALE ELECTRIC CO	5221494-00	MATERIALS/OSBORN/CENTER		69.53
						CONSTRUCTION IMPROVEMENTS TOTAL	15,190.34
						FUND 301 TOTAL	15,190.34
AIRPORT UTILITY	501	7,079	AT&T	3132177439	PHONE SERVICE		8.65
		5,765	DANKO EMERGENCY EQUIPMENT	118904	CHEM GUARD FOAM		3,138.77

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
AIRPORT UTILITY	501	4,626	HAVOC SUPPLY	74251	AIR FILTERS		55.50
		271	KEATING TRACTOR & EQUIPMENT INC	23252	BRUSH CUTTER		99.99
		271	KEATING TRACTOR & EQUIPMENT INC	281852	REPAIR TRACTOR		4,437.12
		281	LIBERAL OFFICE MACHINES COMPANY	92959	OFFICE SUPPLIES		28.99
		465	MADDEN OIL CO	4210/2109075898	FUEL		312.12
		1,775	MORGAN LOCKSMITHING	9819	UNLOCK OFFICE DOOR		65.00
		3,860	PATTERSON CLEANING	3577	MONTHLY CLEAN/AIRPORT		430.95
		279	SHERWIN WILLIAMS	9722-2	GLASS BEADS		1,940.00
		4,342	UNIFIRST CORPORATION	1098418	OCT UNIFORM/MAT SVC		137.80
		4,726	VERIZON WIRELESS	9891172160	TABLET/SERVICE		39.99
		4,726	VERIZON WIRELESS	9891172160	TABLET		710.75
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/FORNWALT		46.48
		2,679	WALMART COMMUNITY BRC	03315	ORGANIZER		9.98
		2,679	WALMART COMMUNITY BRC	03315	COFFEE		34.36
		2,679	WALMART COMMUNITY BRC	03315	CASE/SCREEN PROTECTOR		89.64
		2,679	WALMART COMMUNITY BRC	03325	TABLET CASE		29.88
		2,679	WALMART COMMUNITY BRC	09236	RETURN TABLET CASE		69.88-
		3,030	WESTLAKE HARDWARE INC	7798797	FITTINGS		51.97
						AIRPORT UTILITY TOTAL	11,598.06
						FUND 501 TOTAL	11,598.06
AIR MUSEUM	504	7,079	AT&T	3132177439	PHONE SERVICE		23.07
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		65.80
		6,317	EZ VANE INC	1095	FREIGHT		230.23
		4,626	HAVOC SUPPLY	74251	AIR FILTERS		47.80
		2,679	WALMART COMMUNITY BRC	04010	SUPPLIES/HALLOWEEN		43.86
		2,679	WALMART COMMUNITY BRC	04348	OFFICE SUPPLIES		28.52
		2,679	WALMART COMMUNITY BRC	04348	BOTTLED WATER		5.36
		2,679	WALMART COMMUNITY BRC	07286	JANITORIAL SUPPLIES		43.88
		2,679	WALMART COMMUNITY BRC	07286	OFFICE SUPPLIES		21.92
		2,679	WALMART COMMUNITY BRC	07514	JANITORIAL SUPPLIES		35.65
		2,679	WALMART COMMUNITY BRC	07514	SUPPLIES/HALLOWEEN		1.96
		2,679	WALMART COMMUNITY BRC	09581	OFFICE SUPPLIES		40.36
						AIR MUSEUM TOTAL	588.41
						FUND 504 TOTAL	588.41
	510	*******	MISC-A/R-ONE TIME VENDOR	MR Refund	BIG RENTZ		280.00
						TOTAL	280.00

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
REFUSE	510	3,812	AIRGAS MID SOUTH INC	9118673226	OXYGEN		32.08
		7,079	AT&T	3132177439	PHONE SERVICE		2.88
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640674913	SEALANT/UNIT #94		11.15
		4,385	BLACK HILLS CORPORATION	OCT #2 2021	NATURAL GAS SERVICE		116.96
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		23.58
		271	KEATING TRACTOR & EQUIPMENT INC	286578	BIT SOCKETS		55.45
		271	KEATING TRACTOR & EQUIPMENT INC	286578	CREDIT/CORRECT ACCOUNT		55.45-
		4	KOST TRUCK SUPPLY INC	318568	FITTING/UNIT #51		72.49
		284	M & M TIRE SERVICE	138677	DISMOUNT/MOUNT UNIT #51		36.00
		284	M & M TIRE SERVICE	138704	FLAT REPAIR/UNIT #94		51.00
		284	M & M TIRE SERVICE	138710	DISMOUNT/MOUNT UNIT #62		151.00
		284	M & M TIRE SERVICE	138727	DISMOUNT/MOUNT UNIT #94		151.00
		284	M & M TIRE SERVICE	138773	FLAT REPAIR/UNIT #59		36.00
		3,796	RESOURCE MANAGEMENT CO INC	10664	TIRE DISPOSAL		675.50
		849	SEWARD COUNTY COMMUNITY COLLEGE	E UGALDE	FITNESS PROGRAM/FALL 2021		151.00
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		210.89
		560	SOUTHWEST GAS EQUIPMENT CO INC	I054260	PROPANE		45.02
		3,238	SOUTHWESTERN EQUIPMENT CO	040558	CYLINDERS/STOCK		4,445.12
		5,314	TIM EKKEL DIESEL REPAIR	WI007183	REPAIR UNIT #93		539.23
		6,652	TRUCK CENTER COMPANIES	XA102007403:01	STOCK ROOM SUPPLIES		677.97
		6,652	TRUCK CENTER COMPANIES	XA102007978:01	SEALER/UNIT #57		60.06
		6,146	UGALDE, ERNESTO	OCT-21	REIMBURSE WORK BOOTS		86.03
		4,342	UNIFIRST CORPORATION	1098412	OCT UNIFORM/MAT SVC		244.64
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ARREDONDO		41.48
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/CARDOZA		24.30
		7,045	WESTMAN EQUIPMENT, LLC	7473	SEAL KIT/FITTINGS/#55		731.07
		7,045	WESTMAN EQUIPMENT, LLC	7482	SWITCHES/UNIT #62		525.78
						REFUSE TOTAL	9,142.23
						FUND 510 TOTAL	9,422.23
SEWER ADMINISTRATIVE	520	7,079	AT&T	3132177439	PHONE SERVICE		11.53
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		142.17
		4,823	ENVIRONMENTAL EXPRESS	1000668941	GLUCOSE ACID SOLUTION		155.13
		3,891	FASTENAL COMPANY	KSLIB91451	NYLON GLOVES		34.07
		282	MEAD LUMBER DO IT CENTER	6829775	METAL/FITTINGS		110.57
		3,065	PACE ANALYTICAL SERVICES INC	2160142358	ANALYTICAL CHARGES		50.00
		3,065	PACE ANALYTICAL SERVICES INC	2160142915	ANALYTICAL CHARGES		155.00
		3,065	PACE ANALYTICAL SERVICES INC	2160142916	ANALYTICAL CHARGES		260.00
		3,065	PACE ANALYTICAL SERVICES INC	2160143208	ANALYTICAL CHARGES		260.00
		3,065	PACE ANALYTICAL SERVICES INC	2160143235	ANALYTICAL CHARGES		155.00
		916	RED BUD SUPPLY INC	173929	LATEX GLOVES		551.54
		916	RED BUD SUPPLY INC	175196	LATEX GLOVES		288.20
		6,632	SIGN EXPRESS	3720	EMPLOYEE APPAREL ORDER		76.00
		374	SOUTHWEST GLASS & DOOR INC	103258	GLASS		113.05
		4,342	UNIFIRST CORPORATION	1098410	OCT UNIFORM/MAT SVC		31.30

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
SEWER ADMINISTRATIVE	520	4,726	VERIZON WIRELESS	9891172160	CELLULAR/ROBERTS		24.30
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ON-CALL #96		24.30
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/RANDLES		31.48
		2,679	WALMART COMMUNITY BRC	08958	WATER GALLONS		6.42
						SEWER ADMINISTRATIVE TOTAL	2,480.06
SEWER LINE CLEANING		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE		84.31
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ON-CALL PLANT		24.30
						SEWER LINE CLEANING TOTAL	108.61
SEWER PLANT OPERATION		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE		1,077.10
		3,891	FASTENAL COMPANY	KSLIB91157	EYEWEAR/BATTERIES		87.92
		3,891	FASTENAL COMPANY	KSLIB91157	JANITORIAL SUPPLIES		205.44
		5,553	HAWKINS INC	6039500	POLYMER		9,660.00
		284	M & M TIRE SERVICE	138623	(2) TIRES/UNIT #30		413.00
		282	MEAD LUMBER DO IT CENTER	6825181	CHAIN LINK FABRIC		88.30
		3,914	MOMAR INC	PSI417128	LUBRICANT		967.96
		3,259	NAPA OF LIBERAL	617690	PAINT MARKERS		19.67
		4,342	UNIFIRST CORPORATION	1098410	OCT UNIFORM/MAT SVC		400.39
		3,030	WESTLAKE HARDWARE INC	7798512	FITTINGS		11.74
						SEWER PLANT OPERATION TOTAL	12,931.52
						FUND 520 TOTAL	15,520.19
	530	*******	MISC-UT BILLING REFUNDS	000022455	FINAL BILL REFUND		1.56
		*******	MISC-UT BILLING REFUNDS	000036847	FINAL BILL REFUND		93.91
		*******	MISC-UT BILLING REFUNDS	000045903	UT REFUND		90.92
						TOTAL	186.39
WATER UTILITY ADMIN		4,792	AGUILAR, JESUS	OCT-21	REIMBURSE WORK BOOTS		54.62
		6,600	HUBRIS COMMUNICATIONS	13960	INTERNET CONNECTION		50.00
		6,600	HUBRIS COMMUNICATIONS	13960	ETHERNET CONNECTION		55.65
		6,600	HUBRIS COMMUNICATIONS	13960	BACKUP ANALOG VOICE LINE		43.77
		1,775	MORGAN LOCKSMITHING	9791	KEYLESS CONTROL LOCK		896.00
		183	PETTY CASH	6351	DIPLOMA FEE/C GARCIA		15.00
		291	SERVICE JANITORIAL SUPPLY INC	315991	CLEANERS		70.89
		6,672	SUBSURFACE SOLUTIONS	18121	REPLACE SCREEN		422.39
		4,342	UNIFIRST CORPORATION	1098409	OCT UNIFORM/MAT SVC		47.23

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
					WATER UTILITY ADMIN TOTAL	1,655.55
WATER UTILITY	530	7,079	AT&T	3132177439	PHONE SERVICE	14.42
		6,492	B & G SERVICES	1709	REPAIR WELL #101	3,619.25
		6,492	B & G SERVICES	1710	REPAIR WELL #102	3,619.25
		6,492	B & G SERVICES	1711	REPAIR WELL #104	3,419.25
		4,385	BLACK HILLS CORPORATION	OCT #2 2021	NATURAL GAS SERVICE	118.71
		2,539	CMS ELECTRIC COOP INC	762400/12786	ELECTRIC SERVICE/WELL #61	1,150.71
		2,539	CMS ELECTRIC COOP INC	762500/12786	ELECTRIC SERVICE/WELL #62	519.68
		2,539	CMS ELECTRIC COOP INC	762600/12786	ELECTRIC SERVICE/WELL #63	445.57
		4,336	CONSTELLATION NEWENERGY	3326711	NATURAL GAS SERVICE	3,422.45
		3,891	FASTENAL COMPANY	KSLIB91619	GLOVES/TAPE	65.06
		271	KEATING TRACTOR & EQUIPMENT INC	284371	REPAIR MOWER	328.71
		271	KEATING TRACTOR & EQUIPMENT INC	286139	WEED EATER STRING	37.49
		291	SERVICE JANITORIAL SUPPLY INC	315991	CLEANER	61.40
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	12,239.09
		4,104	SOUTHERN PIONEER ELECTRIC CO	OCT #2 2021	ELECTRIC SERVICE	254.66
		4,342	UNIFIRST CORPORATION	1098409	OCT UNIFORM/MAT SVC	49.36
		342	UNITED PARCEL SERVICE	000066E179421	UPS SHIPPING CHARGES	61.31
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ON-CALL SUPPLY	41.48
		3,030	WESTLAKE HARDWARE INC	7798574	KEYS	14.94
					WATER UTILITY TOTAL	29,482.79
WATER DISTRIBUTION		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640672226	OIL FILTER/UNIT #28	2.75
		1,658	AUTO ZONE COMMERCIAL PROGRAM	1640680581	LIGHT BULB/UNIT #43	6.89
		890	CHRYSLER CORNER INC	104985	REPAIR UNIT #48	56.88
		6,280	CORE & MAIN LP	P545379	FITTINGS	1,962.40
		6,280	CORE & MAIN LP	P548049	FITTINGS	151.76
		6,280	CORE & MAIN LP	P601488	FITTINGS	1,067.40
		6,280	CORE & MAIN LP	P690543	FITTINGS	1,476.00
		6,280	CORE & MAIN LP	P709206	SADDLE	67.80
		6,280	CORE & MAIN LP	P711324	METER	1,898.96
		6,280	CORE & MAIN LP	P713679	FITTING	653.37
		6,280	CORE & MAIN LP	P715707	FITTINGS	389.50
		6,280	CORE & MAIN LP	P726922	FITTINGS	2,879.21
		6,280	CORE & MAIN LP	P730672	FITTINGS	664.28
		6,280	CORE & MAIN LP	P745156	METER	1,496.47
		6,280	CORE & MAIN LP	P765180	WIRE	625.46
		6,280	CORE & MAIN LP	P776566	LIDS	2,671.16
		3,891	FASTENAL COMPANY	KSLIB91619	GLOVES/TAPE	65.06
		3,891	FASTENAL COMPANY	KSLIB91619	BATTERIES	24.93
		3,891	FASTENAL COMPANY	KSLIB91635	DRILL BITS	197.56
		178	FOSS MOTOR CO INC	6001253	REPAIR UNIT #248	855.25
		284	M & M TIRE SERVICE	138701	FLAT REPAIR	21.00
		284	M & M TIRE SERVICE	138717	DISMOUNT/MOUNT UNIT #26	28.50
		282	MEAD LUMBER DO IT CENTER	6830110	FITTINGS	3.40

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION	AMOUNT
WATER DISTRIBUTION	530	3,259	NAPA OF LIBERAL	617746	OIL FILTERS/UNIT #27	28.37
		3,259	NAPA OF LIBERAL	617746	MOTOR OIL/UNIT #27	24.95
		3,259	NAPA OF LIBERAL	618249	BATTERY/OIL FILTER/OIL	96.56
		3,259	NAPA OF LIBERAL	618301	FUEL FILTER/FUEL HOSE	7.80
		3,259	NAPA OF LIBERAL	618321	AIR FILTER	22.58
		3,259	NAPA OF LIBERAL	618370	RETURN BATTERY	9.00-
		3,259	NAPA OF LIBERAL	618450	TAIL LIGHT/LED LIGHT/#48	66.52
		3,259	NAPA OF LIBERAL	618718	TAIL LIGHT/UNIT #36	20.33
		3,845	O'REILLY AUTOMOTIVE STORES INC	1453-208671	FLOOR MAT/UNIT #247	39.99
		4,342	UNIFIRST CORPORATION	1098409	OCT UNIFORM/MAT SVC	281.60
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/ON-CALL DIST	24.30
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/CORONA	41.48
		4,726	VERIZON WIRELESS	9891172160	CELLULAR/WATER DEPT TAB	40.03
		3,030	WESTLAKE HARDWARE INC	7798574	GRASS SEED	37.99
		3,030	WESTLAKE HARDWARE INC	7798709	CEMENT/TROWEL	33.97
		3,030	WESTLAKE HARDWARE INC	7798805	CEMENT	19.99
					WATER DISTRIBUTION TOTAL	18,043.45
					FUND 530 TOTAL	49,368.18
	601	5	ADVANCE INSURANCE COMPANY OF KANSAS	NOV-21	LIFE INSURANCE	1,715.45
		693	AFLAC INSURANCE COMPANY	NOV-21	AFLAC INSURANCE	7,154.75
		61	BLUE CROSS - BLUE SHIELD	NOV-21	HEALTH/DENTAL INSURANCE	225,698.45
		6,545	EMPOWER RETIREMENT	20211014	PAYROLL SUMMARY	1,193.27
		424	KANSAS DEPARTMENT OF REVENUE	20211014	PAYROLL SUMMARY	15,322.68
		237	KANSAS PUBLIC EMPLOYEES	20211014	PAYROLL SUMMARY	25,372.84
		237	KANSAS PUBLIC EMPLOYEES	20211014	PAYROLL SUMMARY	7,956.86
		237	KANSAS PUBLIC EMPLOYEES	20211014	PAYROLL SUMMARY	782.91
		237	KANSAS PUBLIC EMPLOYEES	20211014	PAYROLL SUMMARY	24,376.74
		237	KANSAS PUBLIC EMPLOYEES	20211014	PAYROLL SUMMARY	16,446.41
		4,153	SUNFLOWER BANK	20211014	PAYROLL SUMMARY	30,441.00
		4,153	SUNFLOWER BANK	20211014	PAYROLL SUMMARY	30,441.00
		4,153	SUNFLOWER BANK	20211014	PAYROLL SUMMARY	32,984.95
					TOTAL	419,887.31
					FUND 601 TOTAL	419,887.31
OTHER GOVERNMENTAL	602	281	LIBERAL OFFICE MACHINES COMPANY	92901	OFFICE SUPPLIES	86.40
					OTHER GOVERNMENTAL TOTAL	86.40

ACCOUNT DESCRIPTION	FUND	VDR #	VENDOR	INVOICE #	DESCRIPTION		AMOUNT
						FUND 602 TOTAL	86.40
	603	169	LIBERAL FIRE FIGHTER FUND	20211014	PAYROLL SUMMARY		709.50
		695	UNITED WAY	20211014	PAYROLL SUMMARY		50.00
						TOTAL	759.50
						FUND 603 TOTAL	759.50
						TOTAL	889,259.65

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